MEMORANDUM

Date: June 11, 2024

To: Elaine Hogan, GRTA Executive Director

From: Dave Anderson, PE

Re: Ukiah Phase 4 review Comments/Questions

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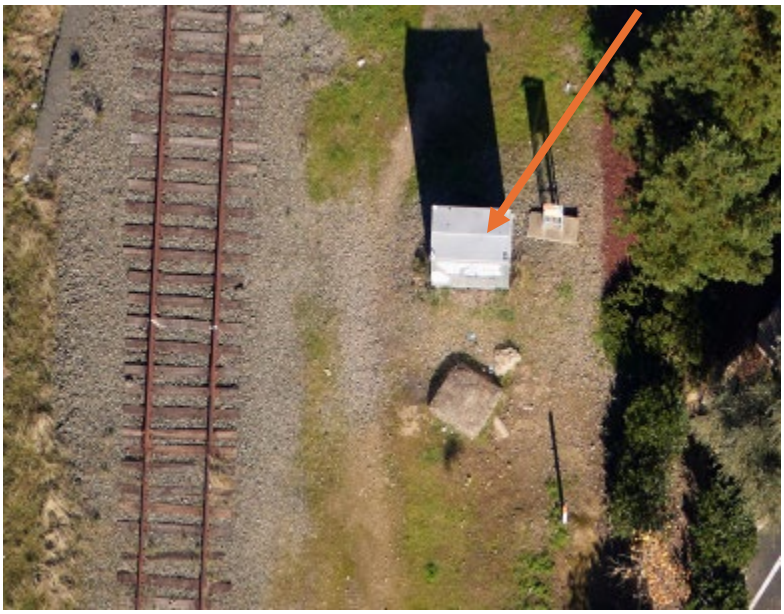
1) Plan calls to remove the RR Signal Cabinet (CIL) at Commerce Drive. The removal of any GRTA property shall be approved and coordinated with GRTA.



2) There is a fiber optic line under much of the project. Has the owner of the utility reviewed the plans?

3) What is the need for the water tanks at approx. Sta. 404+50, 414+20 and 417+50?

4) Trail plan states that there may be areas that require slight shift of plans for preservation of existing trees. What type of tree protection will be used? Is there an Arborist Report?

5) There are a total of 9 trees that are marked with an X which the plants indicate as tree removal. Are any of these possible to save?

6) Does the ramp and stairs to Panda Express at Sta. 406+00 lead to a public walkway?

7) Plan typical section number callouts are the same on 3 plan sheets. This is confusing.

8) On Sheet C-108 how is the fill constructed around the new 48" CMP extensions? Are there permits we can review? Same questions for the 24" CMP extension.

9) Where are the outlets for the drainage handled for tail segments that have a drainage ditch between RR embankment and trail?

10) Is Airport Park Blvd still closed? If so, will it continue to be closed? If it is to be reopened what safety measures would be implemented?

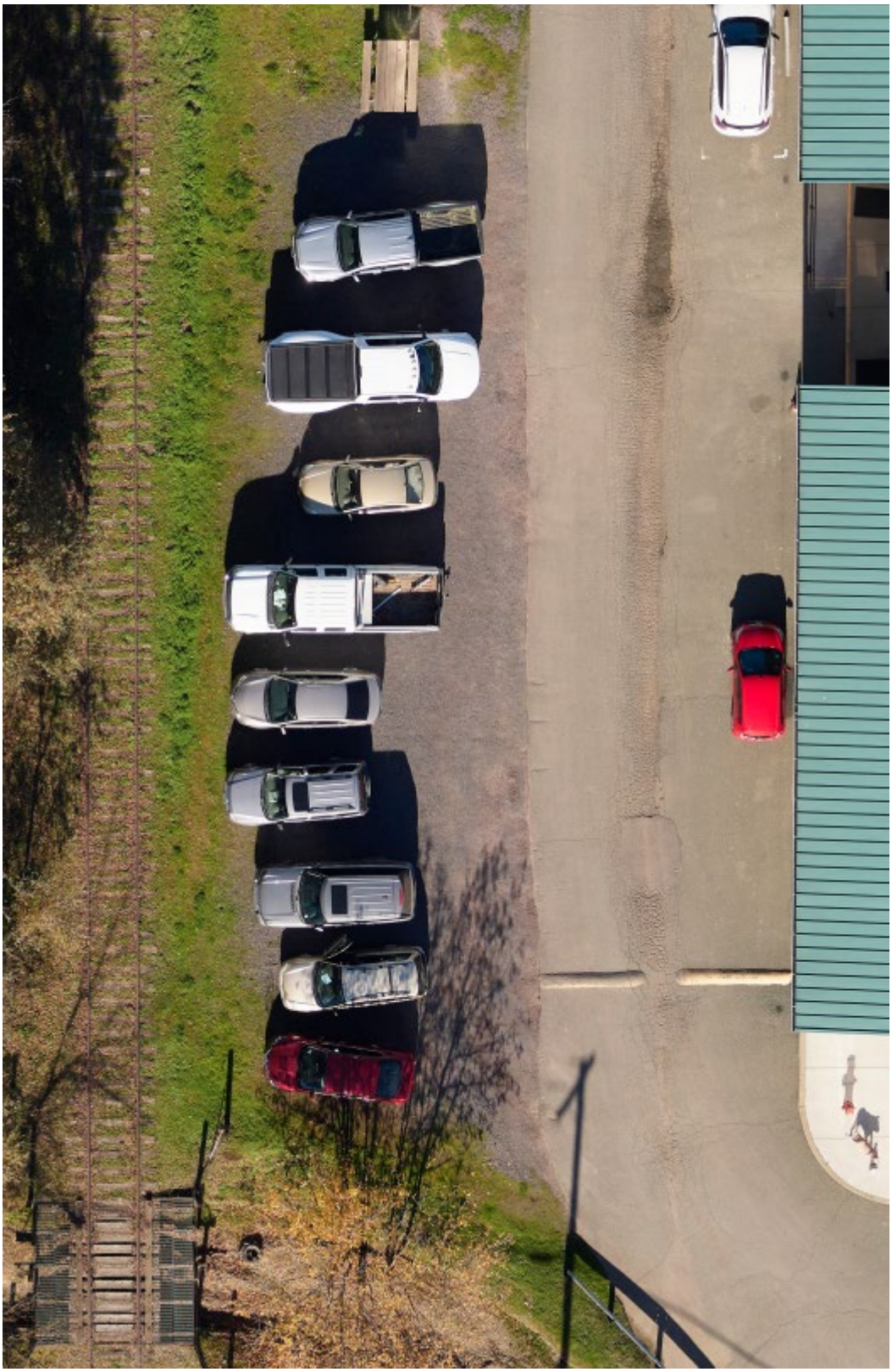
11) Sheet C-113 calls out wetland grading on the opposite side of the tracks. Is this required as mitigation? If so, please provide details of the requirement.

12) Trail Profile is lacking top of rail profile.

13) There is approximately 575 ft of existing linear encroachment along GRTA's east right-of-way. These encroachments coincide with trail stationing from Sta. 471+25 to 477+00. The plans provide how the Ukiah Animal Sheler 330 ft of encroachment is addressed only (See comment 14).

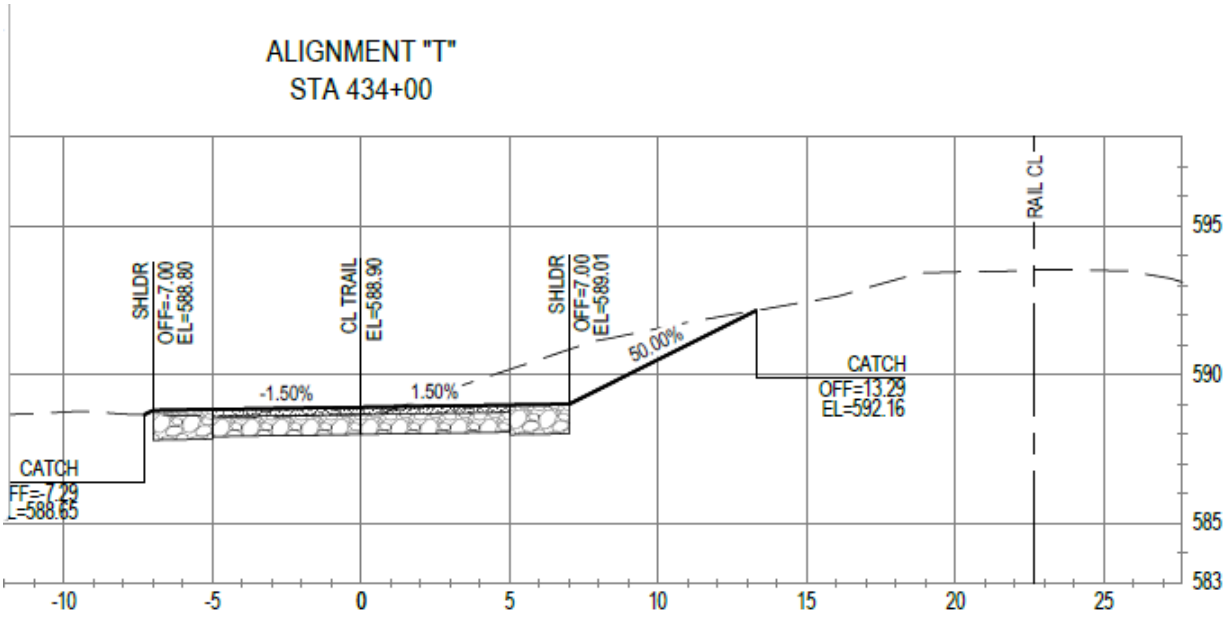
14) How will the additional 245 ft of encroachments be addressed? There is a well-used dirt roadway assumed for vineyard overlapping the planned trail.

Below is an overall Google Earth view of the area of encroachment. A detailed series of 6 aerial photos follow showing the 575 ft of encroachments. The photos start at the north end and overlap going south:

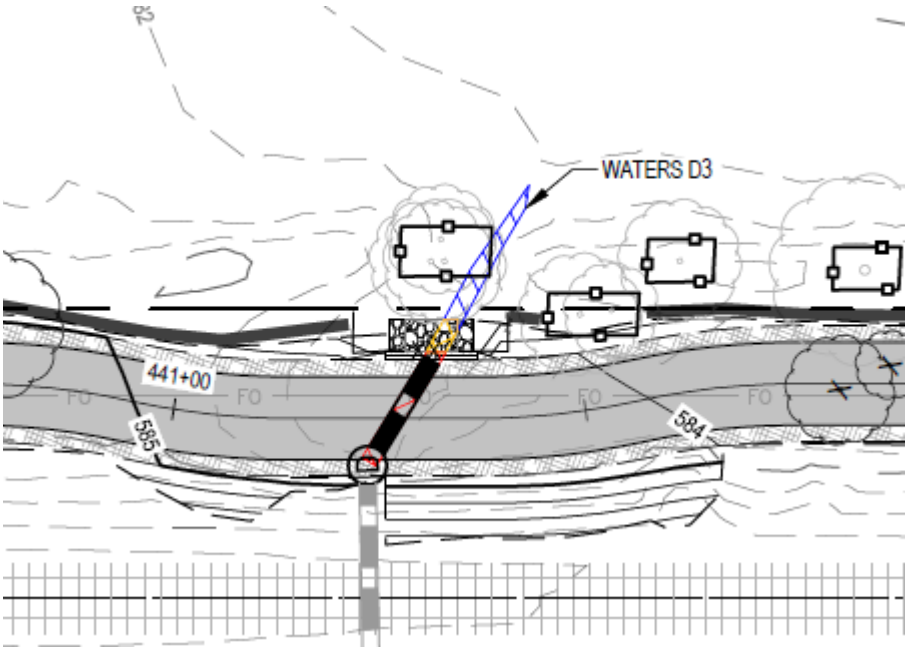


15) The trail ends at Plant Road. The track crossing at this location is in very poor condition, as is the road itself are there plans to improve these conditions? (see below photo).

16) Sheet C-121 and C-122 (“Drainage Plan 1 & 2”) have five plans that indicate the railroad embankment requires regrading at these locations. Cross sections show catch points with line to edge of trail indicating all drainage of RR embankment drains onto trail?



17) Erosion Control. There are areas where the RR embankment slope is without erosion control. Example Sta. 441+20 below:



18) All existing RR signage is to remain. If RR signage or striping is to be removed or replaced, GRTA approval is required. No track modification or removal is allowed.

19) Airport Park Blvd. and Commerce Dr. do not have S2 signage (RECTANGULAR RAPID FLASHING BEACON). This seems inconsistent with other crossings on the trail.

CITY OF UKIAH

MENDOCINO COUNTY, CALIFORNIA

SPECIAL PROVISIONS

FOR

GREAT REDWOOD RAIL TRAIL PHASE 4

SPECIFICATION NO. 21-02

CITY OF UKIAH
DEPARTMENT OF PUBLIC WORKS
300 Seminary Avenue
Ukiah, California 95482-5400

Bids Open: **Tuesday, April 23, 2024**
2:00 p.m.
Office of City Clerk

CITY OF UKIAH

MENDOCINO COUNTY, CALIFORNIA

CITY COUNCIL:

JOSEFINA DUEÑAS – MAYOR
DOUGLAS CRANE – VICE-MAYOR
SUSAN SHER – COUNCIL MEMBER
JUAN OROZCO – COUNCIL MEMBER
MARI RODIN – COUNCIL MEMBER

SAGE SANGIACOMO – CITY MANAGER

TIM ERIKSEN – DIRECTOR OF PUBLIC WORKS / CITY ENGINEER

KRISTINE LAWLER – CITY CLERK

MARY HORGER – FINANCIAL SERVICES MANAGER

CITY OF UKIAH
DEPARTMENT OF PUBLIC WORKS
MARCH 2024

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5 Control of Work

6 Control of Materials

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8 Prosecution and Progress

9 Payment (not used)

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10 General (not used)

11 Welding

12 Temporary Traffic Control

13 Water Pollution Control

14 Environmental Stewardship

15 Existing Facilities

16 Temporary Facilities

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17 General

18 Dust Palliative

19 Earthwork

20 Landscape

21 Erosion Control

22 Finishing Roadway

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24 Stabilized Soils (not used)

25 Aggregate Subbases (not used)

26 Aggregate Bases

27 Cement Treated Bases (not used)

28 Concrete Bases (not used)

29 Treated Permeable Bases (not used)

30 Reclaimed Pavement (not used)

31 Reserved (not used)

32 Reserved (not used)

33 Reserved (not used)

34 Reserved (not used)

35 Reserved (not used)

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36 General (not used)

37 Seal Coats (not used)

38 Reserved (not used)

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40 Concrete Pavement

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42 Groove and Grind Concrete (not used)

43 Reserved (not used)

44 Reserved (not used)

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52 Reinforcement

53 Shotcrete (not used)

54 Waterproofing (not used)

55 Steel Structures

56 Overhead Sign Structures, Standards, and Poles (not used)

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59 Structural Steel Coatings

60 Existing Structures (not used)

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61 General (not used)

62 Reserved (not used)

63 Reserved (not used)

64 Plastic Pipe

65 Concrete Pipe (not used)

66 Corrugated Metal Pipe

67 Structural Plate Culverts (not used)

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CITY OF UKIAH, MENDOCINO COUNTY, CALIFORNIA

NOTICE TO BIDDERS FOR GREAT REDWOOD TRAIL PHASE 4

SPECIFICATION NO. 21-02

NOTICE IS HEREBY GIVEN that sealed standard proposals for GREAT REDWOOD TRAIL PHASE 4 will be received at the Office of the City Clerk, Ukiah Civic Center, 300 Seminary Avenue, Ukiah California until 2:00 p.m. on Tuesday, April 23, 2024. Bids shall be addressed to the City Clerk and shall be endorsed "GREAT REDWOOD TRAIL PHASE 4." Bids are required for the entire work described herein. No fax bids will be accepted. As soon thereafter as possible, the bids will be publicly opened and read in the Council Chambers at 300 Seminary Avenue, Ukiah. The bid opening will also be visible via live streaming at http://www.cityofukiah.com/meetings/.

ENGINEER'S ESTIMATE OF QUANTITIES – BASE BID

Item	Description	Quantity	Units
1	Construction Staking	1	LS
2	Construction Area Signs	1	LS
3	Traffic Control System	1	LS
4	Prepare Storm Water Pollution Prevention Plan	1	LS
5	Temporary Water Pollution Control Measures	1	LS
6	Temporary Drainage Inlet Protection	1	LS
7	Temporary Concrete Washout	1	LS
8	Wetland and Waters Debris Removal	29	CY
9	Remove and Relocate Miscellaneous Features	1	LS
10	Water Tanks	8	EA
11	Temporary High-Visibility Fence (ESA and Tree Fence)	786	LF
12	Clearing and Grubbing	2.4	ACRE
13	Roadway Excavation	2840	CY
~~*NIP*~~	~~*Structure Excavation (Bridge)*~~	~~*0*~~	~~*CY*~~
15	Structure Excavation (Retaining Wall)	24	CY
~~*NIP*~~	~~*Structure Backfill (Bridge)*~~	~~*0*~~	~~*CY*~~
17	Embankment	590	CY
~~*NIP*~~	~~*Subgrade Enhancement Geotextile, Class A1*~~	~~*0*~~	~~*SQYD*~~
19	Planting Soil Amendment	1	LS
~~*NIP*~~	~~*Plant Group C (trees)*~~	~~*11*~~	~~*EA*~~
~~*NIP*~~	~~*Plant Group A (1 GAL, perennials)*~~	~~*8666*~~	~~*SQFT*~~
~~*NIP*~~	~~*Plant Group B (3 GAL, shrubs)*~~	~~*87*~~	~~*EA*~~
23	Plant Group C (Hydroseed)	14107	SQFT
~~*NIP*~~	~~*Landscape Maintenance (1.5 years)*~~	~~1~~	LS
25	Shade Structure	1	EA
26	Picnic Table	1	EA

27	Bench	4	EA
28	Bicycle Rack	3	EA
29	Stone Boulder Seating (2'x2'x2')	5	EA
~~*NIP*~~	~~*Bicycle Repair Station*~~	~~*0*~~	~~*EA*~~
~~*NIP*~~	~~*Wood Mulch*~~	179	CY
32	Class 2 Aggregate Base (CY)	2224	CY
33	Hot Mix Asphalt (Type A)	1058	TON
34	Retaining Wall Repair (Masonry Wall)	2	EA
35	Mechanically Stabilized Embankment (MSE Wall)	876	SQFT
36	Retaining Wall (Modular Wall)	196	SQFT
~~*NIP*~~	~~*Structural Concrete, Bridge Footing, Wingwalls, and Deck*~~	~~*0*~~	~~*CY*~~
38	Structural Concrete, Retaining Wall (Stem & Footing)	52	CY
39	Structural Concrete, Headwall	14	CY
40	Structural Concrete, Stairs	22	CY
~~*NIP*~~	~~*Furnish and Erect Prefabricated Steel Pedestrian Bridge (30' Span)*~~	~~*0*~~	~~*LS*~~
~~*NIP*~~	~~*Furnish and Erect Prefabricated Steel Pedestrian Bridge (45' Span)*~~	~~*0*~~	~~*LS*~~
43	24" Reinforced Concrete Pipe	32	LF
44	24" Corrugated Steel Pipe	15	LF
45	36" Corrugated Steel Pipe	7	LF
46	48" Corrugated Steel Pipe	40	LF
47	3" Perforated Plastic Pipe Underdrain	40	LF
48	3" Plastic Pipe Underdrain	6	LF
49	Permeable Material (Underdrain)	8	CY
50	Precast Concrete Drop Inlet	1	EA
51	Precast Concrete Storm Drain Manhole	1	EA
52	Adjust Inlet	1	EA
53	Rock Slope Protection (All Classes, Method B)	35	CY
54	Minor Concrete (Curb)	368	LF
55	Detectable Warning Surface	138	SQFT
56	Minor Concrete (Concrete Paving)	10	SF
57	Minor Concrete (Curb Ramp)	22	CY
~~*NIP*~~	~~*Chain Link Roller Gate*~~	~~*0*~~	~~*EA*~~
~~*NIP*~~	~~*Chain Link Fence (Type CL-4)*~~	~~*0*~~	~~*LF*~~
60	Remove Roadside Sign	3	EA
61	Roadside Sign - One Post	26	EA
62	Roadside Sign - One Post (Interpretive Sign)	2	EA
63	LED Border Enhanced Trail Sign	1	EA
64	Tubular Handrailing	618	LF

65	Pedestrian Handrail	233	LF
66	Thermoplastic Crosswalk and Pavement Marking	634	SQFT
67	Paint Traffic Stripe - (2-Coat)	600	LF
68	Paint Pavement Marking - Trail (2-Coat)	42	SQFT
69	Remove Thermoplastic Traffic Stripe	57	LF
70	Remove Thermoplastic Pavement Marking	340	SQFT
71	Lighting Power Circuits Below Grade (Incl. 2" Conduit)	300	LF
72	Street Light and Concrete Base	3	EA
73	Electrical Pullbox	6	EA
74	Service Pedestal	1	LS
75	Mobilization (Mobilization, Demobilization and final Cleanup)	1	LS

ENGINEER'S ESTIMATE OF QUANTITIES – ADD ALTERNATE BID

1	Construction Staking	1	LS
2	Construction Area Signs	1	LS
3	Traffic Control System	1	LS
4	Prepare Storm Water Pollution Prevention Plan	1	LS
5	Temporary Water Pollution Control Measures	1	LS
6	Temporary Drainage Inlet Protection	1	LS
7	Temporary Concrete Washout	1	LS
8	~~*Wetland and Waters Debris Removal*~~	~~*0*~~	CY
9	Remove and Relocate Miscellaneous Features	1	LS
~~*NIP*~~	~~*Water Tanks*~~	~~*0*~~	EA
11	Temporary High-Visibility Fence (ESA and Tree Fence)	33	LF
12	Clearing and Grubbing	1.0	ACRE
13	Roadway Excavation	940	CY
14	Structure Excavation (Bridge)	51	CY
~~*NIP*~~	~~*Structure Excavation (Retaining Wall)*~~	~~*0*~~	CY
16	Structure Backfill (Bridge)	29	CY
17	Embankment	310	CY
18	Subgrade Enhancement Geotextile, Class A1	234	SQYD
19	Planting Soil Amendment	1	LS
20	Plant Group C (trees)	6	EA

21	Plant Group A (1 GAL, perennials)	4666	SQFT
22	Plant Group B (3 GAL, shrubs)	29	EA
23	Plant Group C (Hydroseed)	7596	SQFT
24	Landscape Maintenance (1.5 years)	1	LS
25	Shade Structure	1	EA
26	Picnic Table	1	EA
27	Bench	1	EA
28	Bicycle Rack	3	EA
~~*NIP*~~	~~*Stone Boulder Seating (2'x2'x2')*~~	~~*0*~~	EA
30	Bicycle Repair Station	1	EA
31	Wood Mulch	96	CY
32	Class 2 Aggregate Base (CY)	1029	CY
33	Hot Mix Asphalt (Type A)	505	TON
~~*NIP*~~	~~*Retaining Wall Repair (Masonry Wall)*~~	~~*0*~~	EA
~~*NIP*~~	~~*Mechanically Stabilized Embankment (MSE Wall)*~~	~~*0*~~	SQFT
~~*NIP*~~	~~*Retaining Wall (Modular Wall)*~~	~~*0*~~	SQFT
37	Structural Concrete, Bridge Footing, Wingwalls, and Deck	72	CY
~~*NIP*~~	~~*Structural Concrete, Retaining Wall (Stem & Footing)*~~	~~*0*~~	CY
~~*NIP*~~	~~*Structural Concrete, Headwall*~~	~~*0*~~	CY
~~*NIP*~~	~~*Structural Concrete, Stairs*~~	~~*0*~~	CY
41	Furnish and Erect Prefabricated Steel Pedestrian Bridge (30' Span)	1	LS
42	Furnish and Erect Prefabricated Steel Pedestrian Bridge (45' Span)	1	LS
~~*NIP*~~	~~*24" Reinforced Concrete Pipe*~~	~~*0*~~	LF
~~*NIP*~~	~~*24" Corrugated Steel Pipe*~~	~~*0*~~	LF
~~*NIP*~~	~~*36" Corrugated Steel Pipe*~~	~~*0*~~	LF
~~*NIP*~~	~~*48" Corrugated Steel Pipe*~~	~~*0*~~	LF
47	3" Perforated Plastic Pipe Underdrain	98	LF
48	3" Plastic Pipe Underdrain	45	LF
49	Permeable Material (Underdrain)	4	CY
~~*NIP*~~	~~*Precast Concrete Drop Inlet*~~	~~*0*~~	EA
~~*NIP*~~	~~*Precast Concrete Storm Drain Manhole*~~	~~*0*~~	EA
~~*NIP*~~	~~*Adjust Inlet*~~	~~*0*~~	EA
~~*NIP*~~	~~*Rock Slope Protection (All Classes, Method B)*~~	~~*0*~~	CY

~~*NIP*~~	~~*Minor Concrete (Curb)*~~	~~*0*~~	LF
55	Detectable Warning Surface	60	SQFT
55	Minor Concrete (Concrete Paving)	7	CY
57	Minor Concrete (Curb Ramp)	3	CY
58	Chain Link Roller Gate	1	EA
59	Chain Link Fence (Type CL-4)	336	LF
60	Remove Roadside Sign	4	EA
61	Roadside Sign - One Post	11	EA
62	Roadside Sign - One Post (Interpretive Sign)	2	EA
~~*NIP*~~	~~*LED Border Enhanced Trail Sign*~~	~~*0*~~	EA
~~*NIP*~~	~~*Tubular Handrailing*~~	~~*0*~~	LF
~~*NIP*~~	~~*Pedestrian Handrail*~~	~~*0*~~	LF
66	Thermoplastic Crosswalk and Pavement Marking	184	SQFT
67	Paint Traffic Stripe - (2-Coat)	769	LF
68	Paint Pavement Marking - Trail (2-Coat)	21	SQFT
69	Remove Thermoplastic Traffic Stripe	10	LF
~~*NIP*~~	~~*Remove Thermoplastic Pavement Marking*~~	~~*0*~~	SQFT
71	Lighting Power Circuits Below Grade (Incl. 2" Conduit)	100	LF
~~*NIP*~~	~~*Street Light and Concrete Base*~~	~~*0*~~	EA
73	Electrical Pullbox	4	EA
74	Service Pedestal	1	LS
75	Mobilization (Mobilization, Demobilization and final Cleanup)	1	LS

Plans and Special Provisions may be inspected and/or copies obtained from the City's website at www.cityofukiah.com/purchasing. No bid will be considered unless it is made on the forms furnished by the City and is made in accordance with the details of the Special Provisions. Each bidder must be licensed as required by law. Further information regarding the work or these specifications can be obtained by calling Myles Fisette, Purchasing Manager at (707) 463-6225 or by email at mfisette@cityofukiah.com.

The City Council reserves the right to reject any or all bids and to determine which proposal is, in its opinion, the lowest responsive bid by a responsible bidder and which it deems in the best interest of the City to accept. The City Council also reserves the right, but not the obligation, to waive any irregularity or failure to strictly comply with the bidding requirements, that the City determines in the reasonable exercise of its discretion does not provide the bidder with a competitive advantage over other bidders.

No contractor or subcontractor may be listed on a bid proposal for a public works unless registered with the Department of Industrial Relations ("DIR") pursuant to Labor Code section 1725.5 except as allowed. under Labor Code section 1771.1(a). The prime contractor shall be responsible for posting job site notices as prescribed by regulation. This project is subject to compliance monitoring and enforcement by the DIR.

Pursuant to provisions of Section 1770, including amendments thereof, of the Labor Code of the State of California, the Director of the Department of Industrial Relations, State of California, has ascertained the general prevailing rate of wages for straight time, overtime, Saturdays, Sundays and Holidays including employer payment for health and welfare, vacation, pension and similar purposes. Copies of the General Prevailing Wage Determination (applicable to the work), for the locality in which the work is to be done are available on the Internet at web address: http://www.dir.ca.gov/DLSR/PWD/ The prime contractor for the work herein shall possess a current, valid State of California, Class A (General Engineering) Contractor's License. Pursuant to California Public Contract Code §22300, this contract includes provisions that allow substitutions of certain types of securities in lieu of the City withholding a portion of the partial payments due the Contractor to insure performance under this contract.

By order of the City Council, City of Ukiah, County of Mendocino, State of California

Dated:_____ _____

Kristine Lawler, City Clerk, City of Ukiah, California

PUBLISH ONE TIME: April 3, 2024

INSTRUCTIONS TO BIDDERS

GREAT REDWOOD TRAIL PHASE 4 shall be performed in accordance with the Plans and Special Provisions therefor adopted, to which special reference is hereby made.

Each bidder must supply all the information required by the bid documents and Special Provisions.

Minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color or national origin in consideration for an award of any contract entered into pursuant to this advertisement. Women will be afforded equal opportunity in all areas of employment. However, the employment of women shall not diminish the standards of requirements for the employment of minorities.

All proposals or bids shall be accompanied by a cashier's check or certified check payable to the order of the City of Ukiah amounting to 10 percent of the bid, or by a bond in said amount and signed by the bidder and a corporate surety, payable to said City. Said check shall be forfeited, or said bond shall become payable to said City in case the bidder depositing the same does not, within fifteen (15) days after written notice that the contract has been awarded to him: (a) enter into a contract with the City and (b) furnish certificates of insurance and endorsements, a bond of faithful performance and a payment bond as described in the Special Provisions.

No bidder shall withdraw his or her bid for a period of thirty (30) calendar days after the date set by the City for the opening thereof.

The Contractor and any subcontractors shall each possess a valid City of Ukiah Business License prior to the start of any work.

The Contractor shall furnish a project schedule to the Engineer prior to the start of any work and start work as scheduled.

The work is to be completed within ONE HUNDRED TWENTY (120) working days. The Contractor will pay to the City the sum of five hundred ($500.00) dollars per day for each and every calendar day's delay beyond the time prescribed.

The staff shall notify a bidder by telephone, email or fax, if it intends to recommend the rejection of the bidder’s bid. Any bid protest must be filed with the City Clerk not more than five calendar days following the bid opening, or 2 calendar days following notice that staff is recommending the rejection of a bid. If any such timely written protest is filed, all bidders shall be provided a copy of the protest within 2 calendar days of its receipt, which may be delivered to the bidders as an email attachment or by fax. All such bidders may file with the City Manager a written objection or other response to the protest.

All objections or responses filed not more than 5 days after receipt of the written protest will be presented to the City Council at its next regular meeting occurring not less than 12 calendar days following the bid opening. The City Council will resolve the bid protest at that meeting based on the written protest, any staff recommendation and all timely written objections and responses. In accordance with the Brown Act, any person may address the City Council on this item during the meeting. The City Council action on the protest shall represent a final decision by the City on the protest.

The BIDDER is advised that this is a state funded project, and as such subject to substantial special provisions and requirements. The BIDDER must ensure that all state provisions are read, understood and complied with during the duration of the project, particularly regarding DBE (see definition, below) issues and related Good Faith effort. In the case of discrepancies between City of Ukiah and federal requirements, federal shall prevail.

Examination of Site, Drawings, Etc.

Each bidder shall visit the site of the proposed work and fully acquaint himself with local conditions, construction and labor required so that he or she may fully understand the facilities, difficulties and restrictions attending the execution of the work under the Contract. Bidders shall thoroughly examine and be familiar with the Plans and Special Provisions. The failure of any bidder to receive or examine any form, instrument, addendum, or other

document, or to visit the site and acquaint himself with conditions there existing, shall in no way relieve the bidder from any obligation with respect to his or her proposal or to the contract. The drawings for the work show conditions as they are supposed or believed by the Engineer to exist; but, it is neither intended nor shall it be inferred that the conditions as shown thereon constitute a representation by the Engineer, the City or its officers that such conditions are actually existent, nor shall the City, the Engineer or any of their officers or representatives be liable for any loss sustained by the Contractor as a result of a variance between the conditions shown on the drawings and the conditions actually revealed during the progress of the work or otherwise.

The bidder's attention is directed to the possible existence of obstructions and public improvements within the limits of the work or adjacent thereto, which may or may not be shown on the Drawings. Any bid shall take into consideration that conditions may exist underground or otherwise that are not known to the City or easily detected during a site inspection that could impact the time or cost of completing the project. The City expects the bids to anticipate such conditions so that it can know for budgeting and other purposes the total cost to complete the project before accepting a bid and undertaking the legal obligation to construct the project. In awarding the contract the City relies on the contractor's representation that its bid anticipates differing site conditions and the additional time or cost that such conditions may necessitate.

The bidder shall investigate to his or her satisfaction the conditions to be encountered, the character, quality and quantities of work to be performed and materials to be furnished and the requirements of the Plans, Special Provisions, Standard Specifications, Standard Plans, and Contract Documents. The submission of a proposal shall be considered conclusive evidence that the bidder has made such examination and has accepted the project workplace as a safe workplace to perform the work of the Contract.

Bidder Inquiries and Questions

Inquiries and questions must be submitted in writing via email to the following designated contact person:

Myles Fisette, Purchasing Manager

Email: mfisette@cityofukiah.com

The City reserves the right to not respond to inquiries or questions submitted within 3 business days of the bid opening.

Location of the Work

All of the work to be performed is within the City of Ukiah. Project is located in and around Great Redwood Trail Authority (GRTA) corridor. The base bid scope is between Commerce Drive and Norgard Lane. The bid alternate extends the trail from Norgard Lane to Plant Road.

GENERAL CONDITIONS

SECTION 1. PROPOSAL REQUIREMENTS AND GENERAL CONDITIONS

1-01. Definitions. Whenever any word or expression defined in this section, or pronoun used in its stead, occurs in these contract documents, it shall have and is mutually understood to have the meaning given:

a. "City of Ukiah" or "City" shall mean the City of Ukiah, Mendocino County, California, acting through its City Council or any other board, body, official or officials to which or to whom the power belonging to the Council shall by virtue of any act or acts, hereafter pass or be held to appertain.

b. "Engineer" shall mean the Engineer duly and officially appointed by the City to supervise and direct the work of construction under this contract, acting personally or through agents or assistants duly authorized by him, such agents or assistants acting within the scope of the particular duties entrusted to them.

c. "Inspector" shall mean the engineering or technical inspector or inspectors duly authorized or appointed by the Engineer, limited to the particular duties entrusted to him or her or them.

d. "Contractor" shall mean the party entering into contract with the City of Ukiah for the performance of work covered by this contract and his or her authorized agents or legal representatives.

e. "Date of signing of contract" or words equivalent thereto, shall mean the date upon which this contract, with the signature of the Contractor affixed, together with the prescribed bonds, shall be or shall have been delivered to the City or its duly authorized representatives.

f. "Day" or "days", unless herein otherwise expressly defined, shall mean a calendar day or days of twenty-four hours each.

g. "The work" shall mean and include all the work specified, indicated, shown or contemplated in the contract to construct the improvement, including all alterations, amendments or extensions thereto made by contract change order or other written orders of the Engineer.

h. "Contract drawings", "drawings", "plans" shall mean and include 1) all drawings or plans which may have been prepared by or on behalf of the City, as a basis for proposals, when duly signed and made a part of this contract by incorporation or reference, 2) all drawings submitted in pursuance of the terms of this contract by the successful bidder with his or her proposal and by the Contractor to the City if and when approved by the Engineer and 3) all drawings submitted by the Engineer to the Contractor during the progress of the work as provided for herein.

i. Where "as shown", "as indicated", "as detailed" or words of similar import are used, it shall be understood that reference to the drawings accompanying these Special Provisions is made unless stated otherwise.

Where "as directed", "as permitted", "approved" or words of similar import are used, it shall be understood that the direction, requirements, permission, approval or acceptance of the Engineer is intended unless stated otherwise.

As used herein, "provide" or "install" shall be understood to mean "provide or install complete in place", that is, "furnish and install". "Shall" is mandatory; "may" is permissive.

j. “Standard Specifications” shall refer to the most recent copy of the Caltrans Standard Specifications.

1-02. Examination of Plans, Special Provisions and Site of Work. The bidder shall examine carefully the Proposal, Plans, Special Provisions, Contract forms and the site of the work contemplated therefor. It will be assumed that the bidder has investigated to his or her satisfaction the conditions to be encountered and the character, quality and requirements of all Plans, Special Provisions, Standard Specifications, and Standard Plans involved.

1-03. Proposal. Bids shall be made on the blank forms prepared by the City. All bids shall give the prices bid, both in writing and in figures and shall be signed by the bidder or his or her authorized representative, with his or her address. If the bid is made by an individual or partner, his or her name and the post office address of his or her business or partnership, along with his or her signature or the signature of one or more partners must be shown; if made by a corporation, the bid shall show the name of the state under the laws of which the corporation is chartered, the name of the corporation and the title of the person who signs on behalf of the corporation.

Each proposal shall be enclosed in a sealed envelope, endorsed as specified in the notice to bidders. Bidders are warned against making erasures or alterations of any kind and proposals which contain omissions, erasures, conditions, alterations, additions not called for, additional proposals or irregularities of any kind may be rejected.

1-04. Withdrawal of Bids. Any bid may be withdrawn at any time prior to the hour fixed in the notice to bidders for the openings of bids, provided that a request in writing, executed by the bidder or his or her duly authorized representative, for the withdrawal of such bid is filed with the City. The withdrawal of a bid will not prejudice the right of a bidder to file a new bid.

1-05. Public Opening of Bids. Bids will be opened and read publicly at the time and place indicated in the notice to bidders. Bidders or their agents are invited to be present.

1-06. Bid Guaranty. Each bid must be accompanied by a certified check, cashier's check or bidder's bond executed by an admitted surety insurer, payable to the order of the City of Ukiah in an amount not less than 10 percent of the bid as a guarantee that the bidder will enter into a contract, if awarded the work.

1-07. Qualification of Bidders. No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)]. No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. The prime contractor shall be responsible for posting job site notices as prescribed by regulation. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

Each bidder shall be licensed under the provisions of Chapter 9, Division 3 of the Business and Professions Code and shall be skilled and regularly engaged in the general class or type of work called for under this contract. A statement setting forth this experience and business standing shall be submitted by each bidder on the form provided herewith. It is the intention of the City to award a contract only to a bidder who furnishes satisfactory evidence that he or she has the requisite experience and ability and that he or she has sufficient capital, facilities and equipment to enable him or her to prosecute the work successfully and promptly within the time and in the manner agreed.

In determining the degree of responsibility to be credited to a bidder, the City may weigh evidence that the bidder or his or her personnel charged with the responsibility in the work, has performed satisfactorily other contracts of like nature and magnitude or comparable difficulty at similar rates of progress.

1-08. Disqualification of Bidders. More than one bid from an individual business, partnership, corporation or association, under the same or different names, will not be considered. Reasonable grounds for believing that

any bidder is financially interested in more than one bid for the work will cause the rejection of all bids in which he or she is so interested. If there is reason to believe that collusion exists among the bidders, none of the participants in such collusion will be considered. Bids in which the prices obviously are unbalanced may be rejected.

1-09. Identification of Subcontractors. All bids shall comply with the Subletting and Subcontracting Fair Practices Act (Public Contract Code Section 4100 and following) and shall set forth:

(a) The name and the location of the place of business of each subcontractor who will perform work or labor, or render service to the prime contractor in or about the construction of the work, or to a subcontractor licensed by the State of California who, under subcontract to the prime contractor, specially fabricates and installs a portion of the work according to detailed drawings contained in the plans and Special Provisions, in an amount in excess of one-half of 1 percent of the prime contractor's total bid.

(b) The portion of the work which will be done by each such subcontractor. The prime contractor shall list only one subcontractor for each such portion defined by the prime contractor in his or her bid.

1-10. General Provisions of the Standard Specifications. All provisions of the General Provisions, Sections 1 through 11, of the Standard Specifications, shall be applicable to the contract except as modified by these Special Provisions. The Standard Specifications are set forth in Section 12-06 of these Special Provisions.

1-11. Addenda. If it becomes necessary to revise any part of these plans and specifications after they have been released, the City will issue an addendum containing the revision. All addenda will be posted on the City's website at www.cityofukiah.com/purchasing with the rest of the bid documents. Anyone who intends to submit a bid in response to this Request for Bid must check the website frequently for any posted addenda. Anyone submitting a bid will be deemed to have seen and agreed to be bound by the posted addenda.

SECTION 2. AWARD AND EXECUTION OF CONTRACT

2-01. Award of Contract. Award of the contract, if it be awarded, will be to the lowest responsible bidder whose bid complies with all the specified requirements. The award, if made, will be made within thirty (30) days after opening of the bids. The City reserves the right to reject any and all bids and to waive any irregularity in the proposal not pertaining to cost.

2-02. Return of Proposal Guaranties. All bid guaranties will be held until the contract has been fully executed, after which they will be returned upon request to the respective bidders whose bids they accompany.

2-03. Execution of Contract. The contract agreement shall be executed in duplicate by the successful bidder and returned, together with the contract bonds, insurance certificates and endorsements, within fifteen (15) days after written notice of the award of the contract. After execution by the City; one copy shall be filed with the City and one copy shall be returned to the Contractor. If the bidder fails or refuses to enter into the contract agreement within the required time, then the bid guaranty accompanying the bid shall be forfeited to the City.

SECTION 3. SCOPE AND INTENT OF CONTRACT

3-01. Effect of Inspection and Payments. Neither the inspection by the Engineer or an inspector, nor any order, measurement or approved modification, nor certificate or payment of money, nor acceptance of any part or whole of the work, nor any extension of time, nor any possession by the City or its agents, shall operate as a waiver of any provision of this contract or of any power reserved therein to the City, or of any right to damages thereunder; nor shall any breach of this contract be held to be a waiver of any subsequent breach. All remedies shall be construed as cumulative.

3-02. Effect of Extension of Time. The granting of any extension of time on account of delays which, in the judgement of the City, are avoidable delays shall in no way operate as a waiver on the part of the City of its rights under this contract.

3-03. Extra Work. If extra work orders are given in accordance with provisions of this contract, such work shall be considered a part hereof and shall be subject to each and all of its terms and requirements.

3-04. Assignment of Contract. The contract may be assigned or sublet in whole or in part only upon the written consent of the City acting through its authorized agents. Consent will not be given to any proposed assignment which would relieve the original contractor or its surety of their responsibilities under the contract nor will the Engineer consent to any assignment of a part of the work under the contract.

3-05. Subcontractors. The Contractor shall be as fully responsible for the acts and omissions of his or her subcontractors and of persons either directly or indirectly employed by them, as he or she is for the acts and omissions of persons directly employed by him.

The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to bind subcontractors to the terms of this Contract which are applicable to the work of subcontractors.

Nothing contained in this contract shall be construed to create or shall be relied upon to create any contractual relationship between any subcontractor and the City and no action may be brought by any subcontractor against the City based on this contract.

3-06. Interpretation of Special Provisions and Drawings. The Special Provisions and the Contract Drawings are intended to be explanatory of each other. Any work indicated in the Contract Drawings and not in the Special Provisions, or vice versa, is to be executed as if indicated in both. In case of a discrepancy or conflict between the Technical Specifications and Contract Plans, the Technical Specifications shall govern. All work shown on the Contract Drawings, the dimensions of which are not figured, shall be accurately followed to the scale to which the drawings are made, but figured dimensions are in all cases to be followed, where given, though they differ from scaled measurements. Large scale drawings shall be followed in preference to small scale drawings. Should it appear that the work to be done, or any of the matters relative thereto, are not sufficiently detailed or explained in these contract documents, including the contract drawings, the Contractor shall apply to the Engineer for such further explanations as may be necessary and shall conform thereto as part of this contract, so far as may be consistent with the terms of this contract. In the event of any doubt or questions arising respecting the true meaning of the Special Provisions, reference shall be made to the Engineer and his or her decision thereon shall be final. If the Contractor believes that a clarification or interpretation justifies an increase in the contract price or contract time, the Contractor must comply with the written notice provisions of Sections 9-05 and 10-07 of these Special Provisions. Contractor's attention is directed to Section 12-06 of the Technical Specifications regarding the Standard Specifications and Standard Plans.

3-07. Addenda If it becomes necessary to revise any part of these plans and specifications after they have been released, the City will issue an addendum containing the revision. All addenda will be posted on the City's website at www.cityofukiah.com/purchasing with the rest of the bid documents. Anyone who intends to submit a bid in response to this Request for Bid much check the website frequently for any posted addenda. Anyone submitting a bid will be deemed to have seen and agreed to be bound by the posted addenda.

3-08. Liability of City Officials. No city official, nor the Engineer, nor any authorized assistant of any of them, shall be personally responsible for any liability arising under this contract. Include GRTA and its representatives

3-08. Dispute Resolution. Claims of $375,000 or less by the Contractor that arise under this Contract are subject to the mandatory dispute resolutions provisions in Public Contract Code Sections 20104-20104.6.

SECTION 4. BONDS

4-01. Faithful Performance Bond. As a part of the execution of this contract, the Contractor shall furnish a bond of a surety company or other securities providing equivalent protection such as cash, letter of credit, or certificates of deposit, acceptable to the City, conditioned upon the faithful performance of all covenants and stipulations under this contract. The amount of the bond shall be 100 percent of the total contract price, as this sum is set forth in the agreement.

4-02. Material and Labor Bond. As a part of the execution of this contract, the Contractor shall furnish a bond of a surety company or other securities providing equivalent protection such as cash, letter of credit or certificates of deposit acceptable to the City in a sum not less than 50 percent of the total contract price, as this sum is set forth in the agreement for the payment in full of all persons, companies or corporations who perform labor upon or furnish materials to be used in the work under this contract, in accordance with the provisions of Sections 3247 through 3252 inclusive of the Civil Code of the State of California and any acts amendatory thereof.

4-03. Defective Material and Workmanship Bond. As a condition precedent to the completion of this contract, the Contractor shall furnish a bond of a surety company acceptable to the City in an amount not less than 5 percent (5%) of the final contract price, to hold good for a period of one (1) year after the completion and acceptance of the work, to protect the City against the results of defective materials, workmanship and equipment during that time. This bond shall be delivered to the City before the final payment under this contract will be made.

4-04. Notification of Surety Companies. The surety companies shall familiarize themselves with all of the conditions and provisions of this contract and they waive the right of special notification of any change or modification of this contract or of extension of time, or decreased or increased work, or of the cancellation of the contract, or of any other act or acts by the City or its authorized agents, under the terms of this contract; and failure to so notify the aforesaid surety companies of changes shall in no way relieve the surety companies of their obligation under this contract.

SECTION 5. INSURANCE REQUIREMENTS FOR CONTRACTORS

(WITH CONSTRUCTION RISKS)

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

5-01. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial Liability Coverage (occurrence form CG 0001).

2. Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto).

3. Worker's Compensation insurance as required by the State of California and Employer's Liability Insurance.

4. Course of Construction insurance covering for “all risks” of loss.

5-02. Minimum Limits of Insurance

Contractor shall maintain limits no less than:

1. General Liability: $2,000,000 per occurrence for bodily injury, personal injury and property damage including operations, products and completed operations. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

2. Automobile Liability: $1,000,000 per accident for bodily injury and property damage.

3. Employer's Liability: $1,000,000 per accident for bodily injury and property damage.

4. Course of Construction: Completed value of the project with no co-insurance penalty provisions.

5-03. Deductibles and Self-insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

5-04. Other Insurance Provisions

The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. The City, its officers, officials, employees and volunteers are to be covered as Additional Insured with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the contractor; and with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance, or as a separate owner's policy.

2. The workers' compensation policy is to be endorsed with a waiver of subrogation. The insurance company, in its endorsement, agrees to waive all rights of subrogation against the City, its officers, officials, employees and volunteers for losses paid under the terms of this policy which arises from the work performed by the named insured for the City.

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

4. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.

5. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of Civil Code.

6. Course of Construction policies shall contain the following provisions:

   a.) The City shall be named as loss payee.

   b.) The insurer shall waive all rights of subrogation against the City.

5-05. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than the following:

A++ VII	A- VIII
A+ VII	B++ X
A VII	B+ X

5-06. Verification of Coverage. Contractor shall furnish the City with original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements shall be on forms provided by the City or on other than the City's forms, provided those endorsements or policies conform to the requirements. All certificates and endorsements are to be received within 15 days from written notice of contract award, and the work shall not commence until the certificates and endorsements have been approved by the City. The City reserves the right to require complete certified copies of all required insurance policies, including endorsements affecting the coverage required by these Special Provisions at any time.

5-07. Subcontractors. Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

SECTION 6. RESPONSIBILITIES AND RIGHTS OF CONTRACTOR

6-01. Legal Address of Contractor. Both the address given in the proposal and the Contractor's office in the vicinity of the work are hereby designated as places to either of which drawings, samples, notices, letters or other articles or communications to the Contractor may be mailed or delivered. The delivery at either of these places of any such thing from the City or its agents to the Contractor shall be deemed sufficient service thereof upon the Contractor and the date of such service shall be the date of such delivery. The address named in the proposal may be changed at any time by notice in writing from the Contractor to the City. Nothing herein contained shall be deemed to preclude or render inoperative the service of any drawing, sample, notice, letter or other article or communication to or upon the Contractor personally.

6-02. Office of Contractor at Site. During the performance of this contract, the Contractor shall maintain a suitable office at the site of the work which shall be the headquarters of a representative authorized to receive drawings and any such thing given to the said representatives or delivered at the Contractor's office at the site of work in his or her absence shall be deemed to have been given to the Contractor.

6-03. Attention to Work. The Contractor shall give his or her personal attention to and shall supervise the work to the end that it shall be prosecuted faithfully and when he or she is not personally present on the work, he or she shall at all reasonable times be represented by a competent superintendent or foreman who shall receive and obey all instructions or orders given under this contract and who shall have full authority to execute the same and to supply materials, tools and labor without delay and who shall be the legal representative of the Contractor. The Contractor shall be liable for the faithful observance of any instructions delivered to him or her or to his or her authorized representative.

6-04. Liability of Contractor. The Contractor shall do all of the work and furnish all labor, materials, tools and appliances, except as otherwise herein expressly stipulated, necessary or proper for performing and completing the work herein required in the manner and within the time herein specified. The mention of any specific duty or liability imposed upon the Contractor shall not be construed as a limitation or restriction of any general liability or duty imposed upon the Contractor by this contract, said reference to any specific duty or liability being made herein merely for the purpose of explanation.

The right of general supervision by the City shall not make the Contractor an agent of the City and the liability of the Contractor for all damages to persons or to public or private property, arising from the Contractor's execution of the work, shall not be lessened because of such general supervision.

Until the completion and final acceptance by the City of all the work under and implied by this contract, the work shall be under the Contractor's responsible care and charge. The Contractor shall rebuild, repair, restore and make good all injuries, damages, re-erections and repairs, occasioned or rendered necessary by causes of any nature whatsoever, excepting only acts of God and none other, to all or any portions of the work, except as otherwise stipulated.

To the fullest extent permitted by law, Contractor shall indemnify and hold harmless the City and its officers, directors, agents and employees from and against all claims, damages, losses and expenses including but not limited to attorneys' fees, costs of suit, expert witness fees and expenses and fees and costs of any necessary private investigators arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, other than the work itself, including the loss of use resulting therefrom and (2) is caused in whole or in part by any act or omission of the Contractor, any subcontractor, or anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder, or by the negligence or omission of a party indemnified herein.

In any and all claims against the City or any of its agents or employees by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under workers' or workmen's compensation acts, disability benefit acts, or other employee benefit acts. The obligation to indemnify shall extend to and include acts of the indemnified party which may be negligent or omissions which may cause negligence.

The City shall have the right to estimate the amount of such damage and to cause the City to pay the same and the amount so paid for such damage shall be deducted from the money due the Contractor under this contract; or the whole or so much of the money due or to become due the Contractor under this contract as may be considered necessary by the City, shall be retained by the City until such suits or claims for damages shall have been settled or otherwise disposed of and satisfactory evidence to that effect furnished to the City.

6-05. Protection of Persons and Property. The Contractor shall furnish such watchman, guards, fences, warning signs, walks and lights as shall be necessary and shall take all other necessary precautions to prevent damage or injury to persons or property.

All property line fences and improvements in the vicinity of the work shall be protected by the Contractor and, if they are injured or destroyed, they and any other property injured by the Contractor, his or her employees or agents, shall be restored to a condition as good as when he or she entered upon the work.

6-06. Protection of City Against Patent Claims. All fees, royalties or claims for any patented invention, article or method that may be used upon or in any manner connected with the work under this contract shall be included in the price bid for the work and the Contractor and his or her sureties shall protect and hold the City, together with all of its officers, agents, servants and employees, harmless against any and all demands made for such fees or claims brought or made on account of this contract. The Contractor shall, if requested by the Engineer, furnish acceptable proof of a proper release from all such fees or classes.

Should the Contractor, his or her agents, servants or employees, or any of them be enjoined from furnishing or using any invention, article, material or appliance supplied or required to be supplied or used under this contract, the Contractor shall promptly substitute other articles, materials or appliance, in lieu thereof, of equal efficiency, quality, finish, suitability and market value and satisfactory in all respects to the Engineer. Or, in the event that the Engineer elects, in lieu of such substitution, to have supplied and to retain and use, any such invention, article,

material or appliance, as may by this contract be required to be supplied, in that event the Contractor shall pay such royalties and secure such valid licenses as may be requisite and necessary for the City, its officers, agents, servants and employees, or any of them, to use such invention, article, material or appliance without being disturbed or in any way interfered with by any proceeding in law or equity on account thereof. Should the Contractor neglect or refuse to make the substitution promptly, or to pay such royalties and secure such licenses as may be necessary, then in that event the Engineer shall have the right to make such substitution, or the City may pay such royalties and secure such licenses and charge the cost thereof against any money due to the Contractor from the City or recover the amount thereof from him or her and his or her sureties notwithstanding final payment under this contract may have been made.

6-07. Protection of Contractor's Work Property. The Contractor shall protect his or her work, supplies and materials from damage due to the nature of the work, the action of the elements, trespassers, or any cause whatsoever under his or her control, until the completion and acceptance of the work. Neither the City nor any of its agents assumes any responsibility for collecting indemnity from any person or persons causing damage to the work of the Contractor.

6-08. Regulations and Permits. The Contractor shall secure and pay for all permits, give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the work as drawn and specified. If the Contractor observes that the Plans and Special Provisions are at variance therewith, he or she shall promptly notify the Engineer in writing and any necessary changes shall be adjusted as provided in the contract for changes in the work. The contractor and any subcontractors shall each secure and maintain a valid City of Ukiah Business License. The City of Ukiah will issue a no fee encroachment permit to the Contractor allowing him or her to perform work within City right of way or within City property after the Contract Documents have been executed and insurance certificates and endorsements have been approved by the City. Any work or access or storage of equipment outside of project constriction limits shall require a GRTA encroachment permit.

6-09. Construction Utilities. The Contractor shall be responsible for providing for and in behalf of his or her work under this contract, all necessary utilities, such as special connection to water supply, telephones, power lines, fences, roads, watchmen, suitable storage places, etc.

6-10. Approval of Contractor's Plans. The approval by the Engineer of any drawing or any method of work proposed by the Contractor in accordance with paragraph 8-06 shall not relieve the Contractor of any of his or her responsibility for his or her errors therein and shall not be regarded as any assumption of risk or liability by the City or any officer or employee thereof and the Contractor shall have no claim under this contract on account of the failure or partial failure or inefficiency of any plan or method so approved. Such approval shall be considered to mean merely that the Engineer has no objection to the Contractor's using, upon his or her own full responsibility the plan or method approved.

6-11. Suggestions to the Contractor. Any plan or method of work suggested by the Engineer to the Contractor, but not specified or required, if adopted or followed by the Contractor in whole or in part, shall be used at the risk and responsibility of the Contractor; and the Engineer and the City shall assume no responsibility thereof.

6-12. Termination of Unsatisfactory Subcontracts. Should any subcontractor fail to perform in a satisfactory manner the work undertaken by him, such subcontract shall be terminated immediately by the Contractor upon notice from the Engineer.

6-13. Preservation of Stakes and Marks. The Contractor shall preserve carefully bench marks, reference points and stakes and in case of destruction he or she shall replace his or her stakes, reference points and bench marks and shall be responsible for any mistakes that may be caused by their unnecessary loss or disturbance. Contractor’s attention is directed to Section 7-03 of these Special Provisions.

6-14. Assistance to Engineer. At the request of the Engineer the Contractor shall provide men from his or her force and tools, stakes and other materials to assist the Engineer temporarily in making measurements and surveys and in establishing temporary or permanent reference marks. Payment for such materials and assistance

will be made as provided for under the caption "Extra Work," provided, however, that the cost of setting stakes and marks carelessly lost or destroyed by the Contractor's employees will be assessed to the Contractor.

6-15. Removal of Condemned Materials and Structures. The Contractor shall remove from the site of the work, without delay, all rejected and condemned materials or structures of any kind brought to or incorporated in the work and upon his or her failure to do so, or to make satisfactory progress in so doing, within forty-eight (48) hours after the service of a written notice from the Engineer, the condemned material or work may be removed by the City and the cost of such removal shall be taken out of the money that may be due or may become due the Contractor on account of or by virtue of this contract. No such rejected or condemned material shall again be offered for use by the Contractor under this Contract.

6-16. Proof of Compliance with Contract. In order that the Engineer may determine whether the Contractor has complied with the requirements of this contract, not readily enforceable through inspection and tests of the work and materials, the Contractor shall, at any time when requested, submit to the Engineer properly authenticated documents or other satisfactory proofs as to his or her compliance with such requirements.

6-17. Errors and Omissions. If the Contractor, in the course of the work, finds any errors or omissions in plans or in the layout as given by survey points and instruction, or if he or she finds any discrepancy between the plans and the physical conditions of the locality, he or she shall immediately inform the Engineer, in writing and the Engineer shall promptly verify the same. Any work done after such discovery, until authorized, will be done at the Contractor's risk.

6-18. Cooperation. The Contractor shall cooperate with all other contractors who may be performing work in behalf of the City and workmen who may be employed by the City on any work in the vicinity of the work to be done under this contract with the work of such contractors or workmen. he or she shall make good promptly, at his or her own expense, any injury or damage that may be sustained by other contractors or employees of the City at his or her hands.

Any difference or conflict which may arise between the Contractor and other contractors, or between the contractor and workmen of the City in regard to their work shall be adjusted and determined by the Engineer. If the work of the Contractor is delayed because of any acts or omissions of any other contractor or of the City, the Contractor shall on that account have no claim against the City other than for an extension of time.

6-19. Right of Contractor to Stop Work. Under the following conditions the Contractor shall have the right, if he or she so desires, to stop the work and terminate the contract upon ten (10) days written notice to the Engineer and recover from the City payment for all work actually performed and for all satisfactory materials actually delivered to the site of the work for permanent incorporation therein, all as may be shown by the estimate of the Engineer.

(1) If the work is stopped under an order of any court or other competent public authority for a period of time of three (3) months through no act or fault of the Contractor or of anyone employed by him.

(2) If the Engineer fails to issue the monthly certificate for payment in accordance with the terms of this contract.

(3) If the City fails to pay the Contractor within sixty (60) days after it shall have become due, as provided by the terms of this contract, any sum certified by the Engineer or awarded by the City.

All provided that if such action to terminate the contract be not instituted by the Contractor within ten (10) days after the alleged existence of such condition and if written notice of such action be not at that time delivered to the City and the Engineer, then such right shall lapse until another occasion arises according to this section.

6-20. Hiring and Dismissal of Employees. The Contractor shall employ only such foremen, mechanics and laborers as are competent and skilled in their respective lines of work and whenever the Engineer shall notify the Contractor that any person on the work is, in his or her opinion, incompetent, unfaithful, intemperate or disorderly, or refuses to carry out the provisions of this contract, or uses threatening or abusive language to any person on the work representing the City, or is otherwise unsatisfactory, such person shall be discharged immediately from the work and shall not be re-employed upon it except with the consent of the Engineer.

6-21. Wage Rates.

1. Contractor shall pay all mechanics and laborers employed or working upon the site of the work unconditionally and without subsequent deductions or rebate on any account the full amounts due at the time of payment at wage rates not less than those contained in the applicable prevailing wage determination, regardless of any contractual relationship which may be alleged to exist between the Contractor and subcontractors and such laborers and mechanics.

2. Contractor shall comply with the California Labor Code Section 1775. In accordance with said Section 1775, Contractor shall forfeit as a penalty to the Owner, $50.00 (or the higher minimum penalty as provided in Section 1775(B)(ii) – (iii)) for each calendar day or portion thereof, for each workman paid less than the stipulated prevailing rates for such work or craft in which such workman is employed for any work done under the Contract by him or her or by any subcontractor under him or her in violation of the provisions of the Labor Code and in particular, Labor Code Sections 1770 to 1780, inclusive. In addition to said penalty and pursuant to Section 1775, the difference between such stipulated prevailing wage rates and the amount paid to each workman for each calendar day or portion thereof for which each workman was paid less than the stipulated prevailing wage rate shall be paid to each workman by the Contractor.

3. Pursuant to the provision of Section 1770 of the Labor Code of the State of California, Owner has ascertained the general prevailing rate of wages (which rate includes employer payments for health and welfare, vacation, pension and similar purposes) applicable to the work to be done, for straight time work. The holiday wage rate listed shall be applicable to all holidays recognized in the collective bargaining agreement of the particular craft, classification or type of workmen concerned. Copies of the General Prevailing Wage Determination are available on the Internet at web address: http://www.dir.ca.gov/DLSR/PWD The Contractor shall post the wage determination at the site of work in a prominent place where it can easily be seen by the workers.

4. City will not recognize any claim for additional compensation because the Contractor has paid any rate in excess of the prevailing wage rate obtained by the Contractor. The possibility of wage increases is one of the elements to be considered by the Contractor in determining his or her bid and will not in any circumstances be considered as the basis for a claim against the City.

5. The Labor Commissioner through the Division of Labor Standards Enforcement (DLSE) may at any time require contractors and subcontractors to furnish electronic certified payroll records directly to DLSE. Commencing with contracts awarded or after April 1, 2015, all contractors and subcontractors must furnish electronic certified payroll records directly to the DLSE.

6. Travel and Subsistence Payments.

   Contractor shall make travel and subsistence payments to each workman needed to execute the work in accordance with the requirements in Section 1773.8 of the Labor Code (Chapter 880, Statutes of 1968).

7. Apprentices.

Attention is directed to the provisions in Sections 1777.5 (Chapter 1411, Statutes of 1968) and 1777.6 of the California Labor Code concerning the employment of apprentices by the Contractor or any subcontractor under him. Contractor and any subcontractor under him or her shall 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.

6-22. Cleaning Up. The Contractor shall not allow the site of the work to become littered with trash and waste material, but shall maintain the same in a neat and orderly condition throughout the construction period. The Engineer shall have the right to determine what is or is not waste material or rubbish and the place and manner of disposal.

On or before the completion of the work, the Contractor shall without charge therefore carefully clean out all pits, pipes, chambers or conduits and shall tear down and remove all temporary structures built by him or her and shall remove rubbish of all kind from any of the grounds which he or she has occupied and leave them in first class condition.

6-23. Guaranty. All work shall be guaranteed for a period of one year from the date of acceptance by the City. The Contractor shall promptly make all needed repairs arising out of defective materials, workmanship and equipment.

The City is hereby authorized to make such repairs if within ten days after the mailing of a notice in writing to the Contractor or his or her agent, the Contractor shall neglect to make or undertake with due diligence the aforesaid repairs, provided, however, that in case of an emergency where, in the opinion of the City delay would cause serious loss or damage, repairs may be made without notice being sent to the Contractor and the Contractor shall pay the costs thereof.

Pursuant to the provisions of Section 4-03 of these Special Provisions, the Contractor shall furnish a Defective Material and Workmanship Bond in an amount not less than 5 percent of the final contract price, which shall be effective for a period of one (1) year after the completion and acceptance of the work.

SECTION 7. RESPONSIBILITIES AND RIGHTS OF CITY

7-01. Authority of the Engineer. All work done under this contract shall be done in a workmanlike manner and shall be performed to the reasonable satisfaction of the Engineer, who shall have general supervision of all work included hereunder. To prevent disputes and litigation, the Engineer (1) shall in all cases determine the amount, quality, acceptability and fitness of the several kinds of work and materials which are to be paid for under this contract, (2) shall decide all questions relative to the true construction, meaning and intent of the Special Provisions and Drawings, (3) shall decide all questions which may arise relative to the classifications and measurements of quantities and materials and the fulfillment of this contract and (4) shall have the power to reject or condemn all work or material which does not conform to the terms of this contract. his or her estimate and decision in all matters shall be a condition precedent to an appeal for arbitration, or the right of the Contractor to receive, demand, or claim any money or other compensation under this agreement and a condition precedent to any liability on the part of the City to the Contractor on account of this contract. Whenever the Engineer shall be unable to act, in consequence of absence or other cause, then such engineer as the Engineer or the City shall designate, shall perform any and all of the duties and be vested with any or all of the powers herein given to the Engineer.

7-02. Inspection. The City will provide engineering personnel for the inspection of the work.

The Engineer and his or her representatives shall at all times have access to the work whenever it is in preparation or progress and the Contractor shall provide proper facilities for such access and inspection. GRTA needs to be listed here as property owner.

If the Special Provisions, the Engineer's instruction, laws, ordinances, or any public authority require any work to be specially tested or approved, the Contractor shall give the Engineer timely notice of its readiness for inspection and, if the inspection is by an authority other than the Engineer, of the date fixed for such inspection. Inspections by the Engineer shall be promptly made at the source of supply where practicable. If any work shall be covered up without approval or consent of the Engineer, it must, if required by the Engineer, be uncovered for examination and properly restored at the Contractor's expense.

Re-examination of any work may be ordered by the Engineer and, if so ordered, the work must be uncovered by the Contractor. If such work is found to be in accordance with the contract documents, the City shall pay the cost of re-examination and replacement. If such work is not in accordance with the contract documents, the Contractor shall pay such cost.

Properly authorized and accredited inspectors shall be considered to be the representatives of the City limited to the duties and powers entrusted to them. It will be their duty to inspect materials and workmanship of those portions of the work to which they are assigned, either individually or collectively, under instructions of the Engineer and to report any and all deviations from the Drawings, Special Provisions and other contract provisions which may come to their notice. Any inspector may be considered to have the right to order the work entrusted to his or her supervision stopped, if in his or her opinion such action becomes necessary, until the Engineer is notified and has determined and ordered that the work may proceed in due fulfillment of all contract requirements.

7-03. Surveys. Contractor shall furnish all land surveys, establish all base lines and bench marks and make sufficient detailed surveys needed for working points, lines and elevations. The Contractor shall develop all slope stakes and batter boards. Contractor shall also develop all additional working points, lines and elevations as he or she may desire to facilitate his or her methods and sequence of construction.

7-04. Rights-of-Way. The City will provide all necessary rights-of-way and easements in or beneath which work will be performed by the Contractor under this contract.

7-05. Retention of Imperfect Work. If any portion of the work done or material furnished under this contract shall prove defective and not in accordance with the Plans and Special Provisions, and if the imperfection in the same shall not be of sufficient magnitude or importance to make the work dangerous or undesirable, the Engineer shall have the right and authority to retain such work instead of requiring the imperfect work to be removed and reconstructed, but he or she shall make such deductions therefor in the payments due or to become due the Contractor as may be just and reasonable.

7-06. Changes in the Work. The Engineer shall have the right, in writing, to order additions to, omissions from, or corrections, alterations and modifications in the line, grade, form, dimensions, plan, or kind or amount of work or materials herein contemplated, or any part thereof, either before or after the beginning of construction. However, the arithmetical sum of the cost to the City of additions and subtractions from the work under this contract shall not exceed 10 percent of original contract amount or $5,000, whichever is the greater, unless based upon a supplementary agreement to be made therefore.

The order of such additions, omissions, corrections, alterations and modifications shall be in writing and signed by the Engineer and, in order, shall then be binding upon the Contractor. The Contractor shall proceed with the work as changed and the value of such change shall be determined as provided for in section 10-07 of these Special Provisions.

Such alterations shall in no way affect, vitiate, or make void this contract or any part thereof, except that which is necessarily affected by such alterations and is clearly the evident intention of the parties to this contract.

7-07. Additional Drawings by City. The drawings made a part of this contract at the time of its execution are intended to be fairly comprehensive and to indicate in more or less detail the scope of the work. In addition to these drawings, however, the Engineer shall furnish such additional drawings from time to time during the progress of the work as are necessary to make clear or to define in greater detail the intent of the Special Provisions and the contract drawings and the Contractor shall make his or her work conform to all such drawings.

7-08. Additional and Emergency Protection. Whenever, in the opinion of the Engineer, the Contractor has not taken sufficient precautions for the safety of the public or the protection of the works to be constructed under this contract, or of adjacent structures or property which may be injured by the processes of construction on account of such neglect and whenever, in the opinion of the Engineer, an emergency shall arise and immediate action shall be considered necessary in order to protect public or private, personal or property interest, then and in that event, the Engineer, with or without notice to the Contractor may provide suitable protection to the said interests by causing such work to be done and such material to be furnished as shall provide such protection as the Engineer may consider necessary and adequate.

The cost and expense of such work and material so furnished shall be borne by the Contractor and, if the same shall not be paid on presentation of the bills therefor, then such costs shall be deducted from any amounts due or to become due the Contractor.

The performance of such emergency work under the direction of the Engineer shall in no way relieve the Contractor from any damages which may occur during or after such precaution has been taken by the Engineer.

7-09. Suspension of Work. The City may at any time suspend the work or any part thereof by giving five (5) days written notice to the Contractor. The work shall be resumed by the Contractor within ten (10) days after the date fixed in the written notice from the City to the Contractor so to do. The City shall reimburse the Contractor for expense incurred by the Contractor in connection with the work under this contract as a result of such suspension.

If the work, or any part thereof, shall be stopped by the notice in writing aforesaid and if the City does not give notice in writing to the Contractor to resume work at a date within ten (10) days of the date fixed in the written notice to suspend, then the Contractor may abandon that portion of the work so suspended and he or she will be entitled to the estimates and payments for all work done on the portions so abandoned, if any, plus 5 percent of the value of the work so abandoned, to compensate for loss of overhead, plant expense and anticipated profit.

7-10. Right of City to Terminate Contract. If the Contractor should be adjudged a bankrupt, or if he or she should make a general assignment for the benefit of his or her creditors, or if a receiver should be appointed on account of his or her insolvency, or if he or she should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to supply sufficient properly skilled workmen or proper materials, or if he or she should fail to make prompt payments to subcontractors or for material or labor, or persistently disregard laws, ordinances or the instructions of the Engineer, or otherwise be guilty of a substantial violation of any provision of the contract, then the City, upon the certificate of the Engineer that sufficient cause exists to justify such action, may, without prejudice to any other right or remedy and after giving the Contractor seven days written notice, terminate the employment of the Contractor and take possession of the premises and of all materials, tools and appliances and finish the work by whatever method the City may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the contract price shall exceed the expense of finishing the work, including compensation for additional managerial and administrative services, such excess shall be paid to the Contractor. If such expense shall exceed such unpaid balance, the Contractor shall pay the difference to the City. The expense incurred by the City as herein provided and the damage incurred through the Contractor's default, shall be certified by the Engineer. In the event that a termination under this section is determined to be improper, such termination shall be deemed a constructive termination for convenience taken pursuant to section 7-12 below.

7-11. Use of Completed Portions. The City shall have the right to take possession of and use any completed or partially completed portions of the work, notwithstanding the time for completing the entire work or such

portions which may not have expired; but such taking possession and using shall not be deemed an acceptance of any work not completed in accordance with the contract documents. If such prior use increases the cost of or delays the work, the Contractor shall be entitled to such extra compensation, or extension of time or both, as the Engineer may determine.

7-12. **Right of City to Terminate Contract for Convenience**. The City may terminate performance of the work called for by the contract documents in whole or, from time to time, in part, if the City determines that a termination is in the City's best interest. The Contractor shall terminate all or any part of the work upon delivery to the Contractor of a notice of termination specifying that the termination is for the convenience of the City, the extent of termination, and the effective date of such termination. After receipt of notice of termination, and except as directed by the Engineer, the Contractor shall, regardless of any delay in determining or adjusting any amounts due under this termination for convenience clause, immediately proceed with the following obligations:

1. Stop work as specified in the notice.
2. Complete any work specified in the notice of termination in a least cost/shortest time manner while still maintaining the quality called for under the contract documents.
3. Leave the property upon which the Contractor was working and upon which the facility (or facilities) forming the basis of the contract documents is situated in a safe and sanitary manner such that it does not pose any threat to the public health or safety.
4. Terminate all subcontracts to the extent that they relate to the portions of the work terminated.
5. Place no further subcontracts or orders, except as necessary to complete the continued portion of the contract.
6. Submit to the Engineer, within ten (10) calendar days from the effective date of the notice of termination, all of the usual documentation called for by the contract documents to substantiate all costs incurred by the Contractor for labor, materials and equipment through the effective date of the notice of termination. Any documentation substantiating costs incurred by the Contractor solely as a result of the City's exercise of its right to terminate this Contract pursuant to this clause, which costs the contractor is authorized under the contract documents to incur, shall: (1) be submitted to and received by the Engineer no later than 30 calendar days after the effective date of the notice of termination; (2) describe the costs incurred with particularity; and (3) be conspicuously identified as "Termination Costs occasioned by the City's Termination for Convenience."

Termination of the contract shall not relieve Surety of its obligation for any just claims arising out of or relating to the work performed. In the event that the City exercises its right to terminate this contract pursuant to this clause, the City shall pay the Contractor, upon the Contractor's submission of the documentation required by this clause and other applicable provisions of the contract documents, the following amounts:

All actual reimbursable costs incurred according to the provisions of this contract.

1. A reasonable allowance for profit on the cost of the Work performed, provided Contractor establishes to the satisfaction of the Engineer that it is reasonably probable that Contractor would have made a profit had the contract been completed and provided further, that the profit allowed shall in no event exceed fifteen (15%) percent of the costs.
2. A reasonable allowance for Contractor's administrative costs in determining the amount payable due to termination of the contract under this Article.

Notwithstanding any other provision of this Article, when immediate action is necessary to protect life and safety or to reduce significant exposure or liability, the City may immediately order Contractor to cease work on the project until such safety or liability issues are addressed to the satisfaction of the City or the contract is terminated.

SECTION 8. WORKMANSHIP, MATERIALS and EQUIPMENT

8-01. General Quality. Materials and equipment shall be new and of a quality equal to that specified or approved. Work shall be done and completed in a thorough and workmanlike manner.

8-02. Quality in Absence of Detailed Specifications. Whenever under this contract it is provided that the Contractor shall furnish materials or manufactured articles or shall do work for which no detailed specifications are set forth, the materials or manufactured articles shall be of the best grade in quality and workmanship obtainable in the market from firms of established good reputation, or, if not ordinarily carried in stock, shall conform to the usual standards for first-class materials or articles of the kind required, with due consideration of the use to which they are to be put. In general, the work performed shall be in full conformity and harmony with the intent to secure the best standard of construction and equipment of the work as a whole or in part.

8-03. Materials and Equipment Specified by Name. Whenever any material or equipment is indicated or specified by patent or proprietary name or by the name of the manufacturer, such specification shall be considered as used for the purpose of describing the material or equipment desired and shall be considered as followed by the words "or approved equal". The Contractor may offer any material or equipment which shall be equal in every respect to that specified, provided that written approval first is obtained from the Engineer.

8-04. Source of Materials. Price, fitness and quality being equal, preference shall be given by the Contractor for supplies grown, manufactured or produced in the State of California and, next, for such products partially produced in this State in accordance with Government Code Section 4332.

8-05. Storage of Materials. Materials shall be so stored to ensure the preservation of their quality and fitness for the work. They shall be so located and disposed that prompt and proper inspection thereof may be made.

8-06. Drawings, Samples and Tests. As soon as possible after execution of the contract, the Contractor shall submit to the Engineer, in quintuplicate, sufficient information including, if necessary, assembly and detail drawings to demonstrate fully that the equipment and materials to be furnished comply with the provisions and intent of these Special Provisions and Drawings. If the information thus submitted indicates the equipment or materials is acceptable, the Engineer will return one copy stamped with his or her approval; otherwise, one copy will be returned with an explanation of why the equipment or material is unsatisfactory. The Contractor shall have no claims for damages or for extension of time on account of any delay due to the revision of drawings or rejection of material. Fabrication or other work performed in advance of approval shall be done entirely at the Contractor's risk. After approval of equipment or material, the Contractor shall not deviate in any way from the design and specifications given without the written consent of the Engineer.

When requested by the Engineer, a sample or test specimens of the materials to be used or offered for use in connection with the work shall be prepared at the expense of the Contractor and furnished by him or her in such quantities and sizes as may be required for proper examination and tests, with all freight charges prepaid and with information as to their sources.

All samples shall be submitted before shipment and in ample time to permit the making of proper tests, analyses, or examination before the time at which it is desired to incorporate the material into the work. All tests of materials furnished by the Contractor shall be made by the Engineer. Samples shall be secured and tested whenever necessary to determine the quality of the material.

SECTION 9. PROSECUTION OF WORK

9-01. Equipment and Methods. The work under this contract shall be prosecuted with all materials, tools, machinery, apparatus and labor and by such methods as are necessary to the complete execution of everything described, shown, or reasonably implied. If at any time before the beginning or during the progress of the work, any part of the Contractor's plant or equipment, or any of his or her methods of execution of the work, appear to the Engineer to be unsafe, inefficient, or inadequate to insure the required quality or the rate of progress of the work, he or she may order the Contractor to increase or improve his or her facilities or methods and the Contractor shall comply promptly with such orders; but, neither compliance with such orders nor failure of the Engineer to issue such orders shall relieve the Contractor from his or her obligation to secure the degree of safety, the quality of the work and the rate of progress required of the Contractor. The Contractor alone shall be responsible for the safety, adequacy and efficiency of his or her plant, equipment and methods.

9-02. Time of Completion. The Contractor shall promptly begin the work under this contract and shall complete and make ready for full use all portions of the project made the subject of this contract within the time set forth in the agreement bound herewith.

9-03. Avoidable Delays. Avoidable delays in the prosecution or completion of the work shall include all delays which might have been avoided by the exercise of care, prudence, foresight and diligence on the part of the Contractor. The City will consider as avoidable delays within the meaning of this contract (1) delays in the prosecution of parts of the work, which may in themselves be unavoidable, but do not necessarily prevent or delay the prosecution of other parts of the work nor the completion of the whole work within the time herein specified, (2) reasonable loss of time resulting from the necessity of submitting plans to the Engineer for approval and from the making of surveys, measurements, inspections, and testing and (3) such interruptions as may occur in the prosecution of the work on account of the reasonable interference of other contractors employed by the City which do not necessarily prevent the completion of the whole work within the time herein specified.

9-04. Unavoidable Delays. Unavoidable delays in the prosecution or completion of the work under this contract shall include all delays which may result, through cause beyond the control of the Contractor and which he or she could not have provided against by the exercise of care, prudence, foresight and diligence. Orders issued by the City changing the amount of work to be done, the quantity of material to be furnished or the manner in which the work is to be prosecuted and unforeseen delays in the completion of the work of other contractors under contract with the City will be considered unavoidable delays, so far as they necessarily interfere with the Contractor's completion of the whole of the work. Delays due to normally adverse weather conditions will not be regarded as unavoidable delays. However, truly abnormal amounts of rainfall, temperatures or other weather conditions for the location of the work and time of year may be considered as unavoidable delays if those conditions necessarily cause a delay in the completion of the work.

9-05. Notice of Delays. Whenever the Contractor foresees any delay in the prosecution of the work and, in any event, immediately upon the occurrence of any delay which the contractor regards as an unavoidable delay, he or she shall notify the Engineer in writing of the probability of the occurrence of such delay and its cause, in order that the Engineer may take immediate steps to prevent, if possible, the occurrence or continuance of the delay, or, if this cannot be done, may determine whether the delay is to be considered avoidable or unavoidable, how long it continues and to what extent the prosecution and completion of the work are to be delayed thereby.

9-06. Extension of Time. Should any delays occur which the Engineer may consider unavoidable, as herein defined, the Contractor shall, pursuant to his or her application, be allowed an extension of time proportional to said delay or delays, beyond the time herein set forth, in which to complete this contract; and liquidated damages for delay shall not be charged against the Contractor by the City during an extension of time granted because of unavoidable delay or delays.

Any claim by Contractor for a time extension based on unavoidable delays shall be based on written notice delivered to the Engineer within 15 days of the occurrence of the event giving rise to the claim. Failure to file said written notice within the time specified shall constitute a waiver of said claim. Notice of the full extent of the claim and all supporting data must be delivered to the Engineer within 45 days of the occurrence unless the Engineer specifies in writing a longer period. All claims for a time extension must be approved by the Engineer and incorporated into a written change order.

9-07. Unfavorable Weather and Other Conditions. During unfavorable weather and other conditions, the Contractor shall pursue only such portions of the work as shall not be damaged thereby. No portions of the work whose satisfactory quality or efficiency will be affected by any unfavorable conditions shall be constructed while these conditions remain, unless, by special means or precautions approved by the Engineer, the Contractor shall be able to overcome them.

The Contractor shall be granted a time extension of one day for each unfavorable weather day which prevents him or her from placing concrete forms or placing and finishing concrete or asphalt concrete. Such unfavorable weather day is defined as a rain day where precipitation prevents the contractor from performing the work more

than four (4) continuous hours within the authorized work period or a temperature day where the ambient temperature is below that specified for the placement of materials associated with the controlling work item for more than four (4) continuous work hours of the authorized work period.

9-08. Saturday, Sunday, Holiday and Night Work. No work shall be done between the hours of 6 p.m. and 7 a.m., nor on Saturdays, Sundays or legal holidays except such work as is necessary for the proper care and protection of work already performed, or except in cases of absolute necessity and in any case only with the permission of the Engineer.

It is understood, however, that night work may be established as a regular procedure by the Contractor if he or she first obtains the written permission of the Engineer and that such permission may be revoked at any time by the Engineer if the Contractor fails to maintain at night adequate force and equipment for reasonable prosecution and to justify inspection of the work.

9-09. Hours of Labor. Eight (8) hours of labor shall constitute a legal day's work and the Contractor or any subcontractor shall not require or permit more than eight hours of labor in a day from any person employed by him or her in the performance of the work under this contract, unless paying compensation for all hours worked in excess of eight (8) hours per day at not less than 1½ times the basic rate of pay. The Contractor shall forfeit to the City, as a penalty, the sum of twenty-five dollars ($25.00) for each workman employed in the execution of the contract by him or her or by any subcontractor, for each calendar day during which such laborer, workman, or mechanic is required or permitted to labor more than eight hours in violation of the provisions of Section 1810 to 1816, inclusive, (Article 3, Chapter 1, Part 7, Division 2) of the Labor Code of the State of California and any acts amendatory thereof.

SECTION 10. PAYMENT

10-01. Certification by Engineer. All payments under this contract shall be made upon the presentation of certificates in writing from the Engineer and shall show that the work covered by the payments has been done and the payments thereof are due in accordance with this contract.

10-02. Progress Estimates and Payment.

The Engineer shall, within the first seven (7) days of each month, make an estimate of the value of the work performed in accordance with this contract during the previous calendar month.

The first estimate shall be of the value of the work satisfactorily completed in place and meeting the requirements of the contract. And every subsequent estimate, except the final estimate, shall be of the value of the work satisfactorily completed in place since the last preceding estimate was made; provided, however, that should the Contractor fail to adhere to the program of completion fixed in this contract, the Engineer shall deduct from the next and all subsequent estimates the full calculated accruing amount of the liquidated damages to the date of said estimate, until such time as the compliance with the program has been restored.

The estimate shall be signed by the Engineer and, after approval, the City shall pay or cause to be paid to the Contractor in the manner provided by law, an amount equal to 95 percent of the estimated value of the work satisfactorily performed and complete in place.

10-03. Substitution of Securities.

1. At such times that Pubic Contract Code Section 22300 is in effect Contractor may propose the substitution of securities of at least equal market value for any moneys to be withheld to ensure performance under the Contract. Market value shall be determined as of the day prior to the date such substitution is to take place. Such substitution shall be made at the request and expense of the Contractor. The securities shall be one or more of the following types:

(a) Bonds or interest-bearing notes or obligations of the United States, or those for which the faith and credit of the United States are pledged for the payment of principal and interest.

(b) Bonds or interest-bearing notes on obligations that are guaranteed as to principal and interest by a federal agency of the United States.

(c) Bonds of the State of California, or those for which the faith and credit of the State of California are pledged for the payment of principal and interest.

(d) Bonds or warrants, including, but not limited to, revenue warrants, of any county, city, metropolitan water district, California water district, California water storage district, irrigation district in the State of California, municipal utility district, or school district of the State of California, which are rated by Moody's or Standard and Poor as A or better.

(e) Bonds, consolidated bonds, collateral trust debentures, consolidated debentures, or other obligations issued by federal land banks or federal intermediate credit banks established under the Federal Farm Loan Act, as amended; debentures and consolidated debentures issued by the Central Bank for Cooperatives and banks for cooperatives established under the Farm Credit Act of 1933, as amended; bonds, or debentures of the Federal Home Loan Bank Board established under the Federal Home Loan Bank Act; and stock, bonds, debentures and other obligations of the Federal National Mortgage Association established under the National Housing Act as amended and bonds of any Federal Home Loan Mortgage Corporation.

(f) Commercial paper of "prime" quality as defined by a nationally recognized organization which rates such securities. Eligible paper is further limited to issuing corporations: (1) organized and operating within the United States; (2) having total assets in excess of five hundred million dollars ($500,000,000); and (3) approved by the Pooled Money Investment Board of the State of California. Purchases of eligible commercial paper may not exceed 180 days' maturity, nor represent more than 10 percent of the outstanding paper of an issuing corporation.

(g) Bills of exchange or time drafts on and accepted by a commercial bank, otherwise known as bankers acceptances, which are eligible for purchase by the Federal Reserve System.

(h) Certificates of deposits issued by a nationally or state-chartered bank or savings and loan association.

(i) The portion of bank loans and obligations guaranteed by the United States Small Business Administration or the United States Farmers Home Administration.

(j) Student loan notes insured under the Guaranteed Student Loan Program established pursuant to the Higher Education Act of 1965, as amended (20 U.S.C. 1001, et seq.) and eligible for resale to the Student Loan Marketing Association established pursuant to Section 133 of the Education Amendments of 1972, as amended (20 U.S.C. 1087-2).

(k) Obligations issued, assumed or guaranteed by International Bank for Reconstruction and Development, the Inter-American Development Bank, the Asian Development Bank, or the Government Development Bank of Puerto Rico.

(l) Bonds, debentures and notes issued by corporations organized and operating within the United States. Such securities eligible for substitution shall be within the top three ratings of a nationally recognized rating service.

2. The securities shall be deposited with City or with any commercial bank as escrow agent, who shall arrange for transfer of such securities to the Contractor upon satisfactory completion of the contract. Any interest accrued

or paid on such securities shall belong to the Contractor and shall be paid upon satisfactory completion of the contract.

The market value of the securities deposited shall at all times be maintained in an amount at least equal, in the sole judgment of City, to the moneys to be withheld pursuant to the Contract Documents to ensure performance of the Contract. In order to comply with this condition, Contractor shall deposit additional securities as necessary upon request by City or the escrow agent.

3. Upon acceptance of any Proposal that includes substituting securities for amounts withheld to ensure performance, a separate escrow agreement satisfactory in form and substance to City shall be prepared and executed by City, the Contractor and the escrow agent, which may be City. The escrow agreement shall specify, among other matters, value of securities to be deposited; procedures for valuing the securities and for adding or withdrawing securities to maintain the market value of the deposited securities at least equal to the amount of moneys which would otherwise be withheld; the terms and conditions of conversion to cash in case of the default by the Contractor; and terms, conditions and procedure for termination of the escrow. City shall have no obligation to enter any such Agreement that does not provide the City with the unilateral right to convert securities to cash and to gain immediate possession of the cash.

10-04. Acceptance. The work must be accepted by vote of the City Council of the City of Ukiah when the whole shall have been completed satisfactorily. The Contractor shall notify the Engineer, in writing, of the completion of the work, whereupon the Engineer shall promptly, by personal inspection, satisfy himself as to the actual completion of the work in accordance with the terms of the contract and shall thereupon recommend acceptance by the City Council.

10-05. Final Estimate and Payment. After the Contractor has, in the opinion of the Engineer, satisfactorily completed all corrections identified in the final inspection and delivered all required documentation, Contractor may make application for final payment following the procedure for progress payments.

Such final application shall be signed by the Engineer, and after approval, the City shall pay or cause to be paid to the Contractor, in the manner provided by law, the entire sum so found to be due hereunder, after deducting therefrom all previous payments and such other lawful amounts as the terms of this contract prescribe.

In no case will final payment be made in less than thirty-five (35) days after the filing of the notice of completion with the County Recorder.

10-06. Delay Payments. Should any payment due the Contractor or any estimate be delayed, through fault of the City beyond the time stipulated, such delay shall not constitute a breach of contract or be the basis for a claim for damages, but the City shall pay the Contractor interest on the amount of the payment at the rate of 6 percent per annum for the period of such delay. The terms for which interest will be paid shall be reckoned, in the case of any monthly or progress payment, from the twentieth day of the month next succeeding the month in which the work was performed to the date of payment of the pay request; and in the case of the final estimate, from the forty-fifth day after acceptance to the date of payment of final payment.

The date of payment of any request shall be considered the day on which the payment is offered or mailed as evidenced by the records of the Treasurer of the City. If interest shall become due on any delayed payment, the amount thereof, as determined by the City, shall be added to a succeeding payment. If the interest shall become due on the final payment, it shall be paid on a supplementary voucher to interest or any sum or sums which, by the terms of this contract, the City is authorized to reserve or retain.

10-07. Extra Work and Work Omitted. Whenever corrections, alterations, or modifications of the work under this contract ordered by the Engineer and approved by the City increase the amount of work to be done, such added work shall be known as "extra work"; and when such corrections, alterations, or modifications decrease the amount of work to be done, such subtracted work shall be known as "work omitted".

When the Contractor considers that any changes ordered involve extra work, he or she shall immediately notify the Engineer in writing and subsequently keep him or her informed as to when and where extra work is to be performed and shall make claim for compensation therefor each month not later than the first day of the month following that in which the work claimed to be extra work was performed and he or she shall submit a daily complete statement of materials and labor used and expenses incurred on account of extra work performed, showing allocation of all materials, labor and expenses.

All such claims shall state the date of the Engineer's written order and the date of approval by the City authorizing the work on account of which claim is made. Unless such notification is made in writing within the time specified and unless complete statements of materials used and expenses incurred on account of such extra work are furnished as above required, the Contractor shall not be entitled to payment on account of extra work and Contractor shall be deemed to have waived the right to make any future claims for compensation for such extra work.

When changes decrease the amount of work to be done, they shall not constitute a claim for damages on account of anticipated profits on the work that may be omitted.

10-08. Compensation for Extra Work or Work Omitted. Whenever corrections, additions, or modifications in the work under this contract change the amount of work to be done or the amount of compensation due the Contractor and such changes have been ordered in writing by the Engineer and approved by the City prior to the Contractor performing the extra work, then a price may be agreed upon. Failing such an agreement in price, the Contractor shall be compensated for performing extra work pursuant to the provisions of Section 4-1.03 D,"Extra Work", and Section 9-1.03,"Force Account Payment" of the Standard Specifications.

This method of determining the price of work shall not apply to the performance of any work which is required or reasonably implied to be performed or furnished under this contract.

10-09. Compensation to the City for Extension of Time. In case the work called for under this contract is not completed within the time limit stipulated herein, the City shall have the right as provided hereinabove, to extend the time of completion thereof. If the time limit be so extended, the City shall have the right to charge to the Contractor and to deduct from the final payment for the work the actual cost to the City 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 unavoidable delays shall not be included in such charges.

10-10. Liquidated Damages for Delay. It is agreed by the parties to the contract that time is of the essence and that, in case all the work is not completed before or upon the expiration of the time limit as set forth, damage, other than those cost items identified in section 10-09, will be sustained by the City and that it is and will be impracticable to determine the actual amount of damage by reason of such delay; and it is therefore agreed that the Contractor will pay to the City the sum of five hundred dollars ($500.00) per day for each and every calendar day's delay beyond the time prescribed.

In compliance with the provisions of California Public Contract Code § 7102, the Contractor will be compensated for damages incurred due to delays in completing the work due solely to the fault of the City, where such delay is unreasonable under the circumstances and not contemplated by the parties. The Contractor and City agree that determining actual damages is impracticable and extremely difficult. As such, the Contractor shall be entitled to the appropriate time extension and to payment of liquidated damages in the sum of $250 per day of delay in excess of the time specified for the completion of the work. Such amount shall constitute the only payment allowed and shall necessarily include all overhead (direct or indirect), all profit, all administrative costs, all bond costs, all labor, materials, equipment and rental costs, and any other costs, expenses and fees incurred or sustained as a result of such delay. The Contractor expressly agrees to be limited solely to the liquidated damages for all such delays as defined in this subsection.

SECTION 11. MISCELLANEOUS

11-01. Notice. Whenever any provision of the contract documents requires the giving of written notice, it shall be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice. If mailed, the notice shall be deemed received on the date of delivery stated in the return receipt.

11-02. Computation of Time. When any period of time is referred to in the Contract Documents by days, it shall be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day shall be omitted from the computation.

11-03. Claims Procedure

Contractor shall timely comply with all notices and requests for changes to the contract time or contract price, as a prerequisite to filing any claim governed by this Article. The failure to timely submit a notice of delay or notice of change, or to timely request a change to the contract time or contract price, or to timely provide any other notice or request required herein shall constitute a waiver of the right to further pursue the claim under the contract or at law.

A. **Intent.** Effective January 1, 1991, Section 20104 et seq., of the California Public Contract Code prescribes a process utilizing informal conferences, non-binding judicial supervised mediation, and judicial arbitration to resolve disputes on construction claims of $375,000 or less. Effective January 1, 2017, Section 9204 of the Public Contract Code prescribes a process for negotiation and mediation to resolve disputes on construction claims. The intent of this Article is to implement Sections 20104 et seq. and Section 9204 of the California Public Contract Code. This Article shall be construed to be consistent with said statutes.

B. **Claims.** For purposes of this Article, “Claim” means a separate demand by the Contractor, for (A) a time extension, (B) payment of money or damages arising from work done by or on behalf of the Contractor pursuant to the Contract, or (C) an amount the payment of which is disputed by the District. Claims governed by this Article may not be filed unless and until the Contractor completes all procedures for giving notice of delay or change and for the requesting of a time extension or change order. Claims governed by this Article must be filed no later than the date of final payment. The claim shall be submitted in writing to the District and shall include on its first page the following in 16 point capital font: “THIS IS A CLAIM.” Furthermore, the claim shall include the documents necessary to substantiate the claim. Nothing herein is intended to extend the time limit or supersede notice requirements otherwise provided by contract for the filing of claims, including all requirements pertaining to compensation or payment for extra work, disputed work, and/or changed conditions. Failure to follow such contractual requirements shall bar any claims or subsequent lawsuits for compensation or payment thereon.

C. **Supporting Documentation.** The Contractor shall submit all claims in the following format:

Summary of claim merit and price, reference Contract Document provisions pursuant to which the claim is made

List of documents relating to claim:

Specifications

Drawings

Clarifications (Requests for Information)

Schedules

Other

Chronology of events and correspondence

Analysis of claim merit

Analysis of claim cost

Time impact analysis in CPM format

If Contractor's claim is based in whole or in part on an allegation of errors or omissions in the Drawings or Specifications for the project, Contractor shall provide a summary of the percentage of the claim subject to design errors or omissions and shall obtain a certificate of merit in support of the claim of design errors and omissions.

D. City's Response. Upon receipt of a claim pursuant to this Article, City shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the Contractor a written statement identifying what portion of the claim is disputed and what portion is undisputed. Any payment due on an undisputed portion of the claim will be processed and made within 60 days after the City issues its written statement.

If the City needs approval from its governing body to provide the Contractor a written statement identifying the disputed portion and the undisputed portion of the claim, and the City's governing body does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the City shall have up to three days following the next duly publicly noticed meeting of the City's governing body after the 45-day period, or extension, expires to provide the Contractor a written statement identifying the disputed portion and the undisputed portion.

Within 30 days of receipt of a claim, the City may request in writing additional documentation supporting the claim or relating to defenses or claims the District may have against the Contractor. If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of City and the Contractor. The City's written response to the claim, as further documented, shall be submitted to the Contractor within 30 days (if the claim is less than $15,000, within 15 days) after receipt of the further documentation, or within a period of time no greater than that taken by the Contractor in producing the additional information or requested documentation, whichever is greater.

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

F. Mediation. Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the City shall provide the Contractor a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the City issues its written statement. Any disputed portion of the claim, as identified by the Contractor in writing, shall be submitted to

nonbinding mediation, with the City and the Contractor sharing the associated costs equally. The City and Contractor shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing, unless the parties agree to select a mediator at a later time.

If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator.

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

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

The mediation shall be held no earlier than the date the Contractor completes the work or the date that the Contractor last performs work, whichever is earlier. All unresolved claims shall be considered jointly in a single mediation, unless a new unrelated claim arises after mediation is completed.

G. Procedures After Mediation. If following the mediation, the claim or any portion remains in dispute, the Contractor must file a claim pursuant to Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code prior to initiating litigation. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the Contractor submits his or her written claim pursuant to subdivision (a) until the time the claim is denied, including any period of time utilized by the meet and confer conference.

H. Civil Actions. The following procedures are established for all civil actions filed to resolve claims of $375,000 or less:

Within 60 days, but no earlier than 30 days, following the filing or responsive pleadings, the court shall submit the matter to non-binding mediation unless waived by mutual stipulation of both parties or unless mediation was held prior to commencement of the action in accordance with Public Contract Code section 9204 and the terms of this Contract. The mediation process shall provide for the selection within 15 days by both parties of a disinterested third person as mediator, shall be commenced within 30 days of the submittal, and shall be concluded within 15 days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court.

If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1114.11 of that code. The Civil Discovery Act of 1986 (Article 3 (commencing with Section 2016) of Chapter 3 of Title 3 of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration. In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, (A) arbitrators shall, when possible, be experienced in construction law, and (B) any party appealing an arbitration award who does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, also pay the attorney's fees on appeal of the other party.

I. Government Code Claims. In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, construction claims and/or changed conditions, the Contractor must comply with the claim procedures set forth in Government Code Sections 900, et

seq. prior to filing any lawsuit against the City. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, construction claims, and/or changed conditions have been followed by Contractor. If no such Government Code claim is submitted, or if the prerequisite contractual requirements are not satisfied, no action against the City may be filed. **A Government Code claim must be filed no earlier than the date the work is completed or the date the Contractor last performs work on the project, whichever occurs first. A Government Code claim shall be inclusive of all unresolved claims unless a new unrelated claim arises after the Government Code claim is submitted.**

J. Non-Waiver. The City's failure to respond to a claim from the Contractor within the time periods described in this Article or to otherwise meet the time requirements of this Article shall result in the claim being deemed rejected in its entirety.

11-04. Litigation and Forum Selection. Contractor and City stipulate and agree that any litigation relating to the enforcement or interpretation of this contract, arising out of Contractor's performance or relating in any way to the work shall be brought in Mendocino County and that venue will lie in Mendocino County.

Except as otherwise expressly provided by law, the parties waive any objections they might otherwise have to the propriety of jurisdiction or venue in the state courts in Mendocino County and agree that California law shall govern any such litigation.

The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto and, in particular but without limitation, the warranties, guaranties and obligations imposed upon the Contractor and all of the rights and remedies available to the City thereunder, shall be in addition to and shall not be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by law or contract, by special warranty or guaranty, or by other provisions of the contract documents and the provisions of this paragraph shall be as effective as if repeated specifically in the contract documents in connection with each particular duty, obligation, right and remedy to which they apply. All warranties and guaranties made in the contract document shall survive final payment and termination or completion of this contract. The City disclaims an express or implied warranty that the plans and specifications identify all site conditions that could affect the time or cost to complete the Work.

11-05. Waiver. The Contractor shall strictly comply with all notices and other contract requirements. Waiver by the City of any failure of the Contractor to comply with any term of the contract, including the notice provisions, shall not be deemed a waiver of a subsequent breach.

TECHNICAL SPECIFICATIONS

SECTION 12. GENERAL INFORMATION

12-01. Location and Scope of Work.

The work includes the design and construction of a Class I trail along the Great Redwood Trail Authority (GRTA) corridor between Commerce Drive and Plant Road with a crossing at Airport Road, Norgard Lane and Plant Road in Ukiah, CA. Where the trail intersects a road crossing, at Airport Road Norgard Lane and Plant Road, there will be intersection improvements that include striping, signage, lighting, crosswalks, and ramps.

Prior to the start of excavation work, the Contractor will be required to pothole existing utilities and other underground piping for the purpose of verifying location and depth. The limited pothole information indicated on the Plans reflects a baseline sampling of potential utility conflicts identified during the design of the project. The Contractor is responsible for potholing at these locations at a minimum, though additional utility location efforts may be required by the Contractor to positively locate all utilities impacted by the project. As a part of the Work, the Contractor will be responsible for performing all survey and construction layout work and performing testing and quality control work. The Contractor should familiarize himself with the local conditions of the project sites. Failure to do so will in no way relieve him of the responsibility for performing any of the work or operations required as a part of this contract. Further information regarding the work or these specifications can be obtained from Myles Fisette at (707) 463-6225.

12-02. Arrangement of Technical Specifications. The Technical Specifications are arranged in sections covering the various phases of work as follows:

Section No.	Title
12	General Information
13	Construction Details (Special Provisions)
14	Exclusions from General Conditions
15	Amendments to General Conditions

12-03. Arrangement of Plans. General locations and linear quantities of the work are shown in on the Plans. The Plans consist of ninety-six (96) sheets numbered 1 through 96 and they are hereby made a part of the Contract Documents.

12-04. Business Licenses. The Contractor and any subcontractors shall each secure and maintain a valid City of Ukiah Business License prior to the start of any portion of the work.

12-05. Permits. The Contractor shall provide, procure, and pay for all permits required to complete this work. The Contractor shall obtain an encroachment permit from the City of Ukiah Public Works Department at no cost prior to the start of the Work. The encroachment permit will not be issued until the Contract Agreement and bonds have been executed, submitted, and accepted by the City and all insurance endorsements have been submitted to and accepted by the City's Risk Manager.

The contractor will be required to obtain an encroachment permit with Mendocino County Department of Transportation with submission of proper proof of insurance and Mendocino County business license. The City of Ukiah has created a Field Review encroachment permit under #TU_2022-0061 with paid permit fee.

It shall be the responsibility of the Contractor to become familiarized with any requirements necessary for obtaining the Encroachment Permits.

12-06. Standard Specifications and Standard Plans. The Standard Specifications and Standard Plans of the

California State Department of Transportation 2018, are hereby made a part of these special provisions, and are hereinafter referred to as "Standard Specifications" and "Standard Plans." These special provisions specify the qualitative technical requirements of the project.

Whenever in the Standard Specifications and the Standard Plans the following terms are used, they shall be understood to mean and refer to the following:

Department of Transportation - The City Council.

Director of Public Works - The City of Ukiah Director of Public Works/City Engineer.

Engineer - The Engineer, designated by the City Council, 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 Ukiah and approved by Caltrans to test materials and work involved in the contract.

GRTA – The Great Redwood Trail Agency

The Railroad – The GRTA

NWP Co.- Northwestern Pacific Railroad Company, GRTA's Operator Remove

State or Owner - The City of Ukiah or California Department of Transportation (Caltrans)

Other terms appearing in the Standard Specifications and the Standard Plans shall have the intent and meaning specified in Section I, Definition of Terms of the Standard Specifications.

In case of discrepancy between the contract documents, the order of precedence from the highest to lowest is as follows:

1. (City) Special Provisions
2. (City) Project Plans
3. City Standard Plans and Details
4. Standard Plans
5. Standard Specifications

12-07. Temporary Facilities. All temporary facilities are the responsibility of the Contractor. The removal of said facilities shall be the responsibility of the Contractor. The Contractor shall be responsible for any and all damages to existing facilities which are a result of the work.

12-08. Public Convenience and Safety. The Contractor shall conduct operations so as to cause the least possible obstruction and inconvenience to public traffic. The Contractor shall, at his or her expense, furnish such flag persons and furnish, erect, construct and maintain such fences, barriers, lights, signs, detours, pedestrian walkways, driveway ramps and bridging as may be necessary to give adequate warning to the public that work is in progress and that dangerous conditions exist, to provide access to abutting properties and to permit the flow of pedestrian and vehicular traffic to safely and expeditiously pass the work.

12-09. Maintaining Traffic. Attention is directed to Section 7-1.03, "Public Convenience," 7-1.04, "Public Safety," 12-1.01, "General," and 12-3,"Temporary Traffic Control Devices," of the Standard Specifications.

The Work Area shall be open to through vehicular traffic during non-working hours.. All public traffic shall be permitted to pass through the work with as little inconvenience and delay as possible. Access to abutting property and driveways shall be maintained during the performance of the work. The Contractor is advised that commercial businesses are adjacent to the Project Area. The Contractor shall provide advance written notification of the work and of temporary closures of driveways to the abutting property owners or managers of the businesses at least 2 business days prior to the start of the Work or the temporary closure of the driveway to the respective business property. The format and content of the Notice by the Contractor shall be approved by the Engineer prior to its issuance to the public. The Contractor shall provide trench plates at driveways and left turn pockets after the trench and roadway excavation has been made at those particular locations.

Full costs for "Maintaining Traffic," including "Flagging Costs" and providing and maintaining access to abutting property, shall be considered as included in the lump sum bid items for **Construction Area Signs** and **Traffic Control System** and no additional compensation will be made.

12.10. Stream Pollution. The Contractor shall exercise every reasonable precaution to prevent muddying or silting of live streams, and the Contractor's attention is called to the fact that the terms of this contract do not relieve him or her of responsibility for compliance with Sections 5650 and 12015 of the Fish and Game Code or other applicable statutes relating to pollution prevention or abatement.

The Contractor's attention is also directed to Section 13, "Water Pollution Control," of the Standard Specifications and to Section 13-3, "Storm Water Pollution Prevention Plan", of the Standard Specifications concerning the requirement for submittal to the Engineer for approval a Storm Water Pollution Prevention Plan (SWPPP) for the control of pollution to adjacent drainage courses during the construction of the project. Said SWPPP shall include the erosion control provisions required by Section 13, "Water Pollution Control", of the Construction Details.

12-11. Warranties. Unless otherwise indicated, the Contractor shall warrant all materials provided and work performed under this contract for a period of one (1) year from the date of final acceptance, except where longer warranties are specified herein. He shall replace promptly and at his own expense any materials and/or workmanship which fail during this warranty period.

12-12. Utilities. No water, sewer or electrical services will be provided by the City. It is the Contractor's sole responsibility to arrange such services as necessary.

12-13. Dust Control. Dust control shall conform to the provisions of Section 18 "Dust Palliatives" of the Standard Specifications.

Dust shall be managed all active construction areas by water at least twice daily and more often during hot or windy periods or use of a dust palliative. The active areas adjacent to businesses and residential areas shall be kept damp at all times. Hauling trucks shall be covered or at least a two-foot freeboard shall be maintained.

Unpaved access roads, parking areas for construction equipment and construction employee vehicles, staging areas, and storage areas shall be paved with hot mix asphalt or have a stabilized access in accordance with the details of TC-1, "Stabilized Construction Entrance/Exit," of the Caltrans Construction Site Best Management Practices Manual or Standard Plan T58. Unpaved construction staging areas shall receive the application of either water twice daily or a dust palliative. All paved access roads, parking areas, staging areas, storage areas, and public roads impacted by the work of the project shall be swept daily with street sweepers equipped with water spray to remove soil materials that have been deposited on these surfaces by reason of the work.

The Contractor shall enclose, cover, or water twice daily or apply non-toxic soil stabilizers or install erosion control blankets to or on exposed stockpiles, embankment slopes, and cut slopes.

Traffic speeds on unpaved surfaces shall be limited to a maximum speed of 15 mph.

12-14. Noise Control. The Contractor's attention is directed to the provisions of Section 14-8.02, "Noise Control", of the Standard Specifications and Section 9-08 of the General Conditions, Saturday, Sunday, Holiday, and Night

Work, of these General Conditions concerning the control of noise emissions and authorized work hours and days. Between 7:00 a.m. and 7:00 p.m., noise from Contractor's operations shall not exceed limits established by applicable laws or regulations and in no event shall exceed 86 dB at a distance of 50 feet from the noise source.

The Contractor shall notify all residents within a 500-foot radius of the construction site about the proposed construction schedule. The notification shall be in writing and it shall be developed by the Contractor and submitted to the Engineer for approval a minimum of 5 working days prior to the proposed public notification.

The City shall provide a Noise Disturbance Coordinator who shall be responsible for acting on any local complaints concerning the construction noise being generated by reason of the work of the project. The Contractor shall conspicuously post a telephone number for the Noise Disturbance Coordinator at the construction site and he shall include it in the construction schedule notice to be provided to the residents. The Noise Disturbance Coordinator shall investigate the noise complaint allegations and shall require the Contractor to implement reasonable measures to mitigate the noise level in accordance with the requirements of these General Conditions and of the Standard Specifications.

The Contractor shall locate all stationary noise generating construction equipment such as air compressors and generators as far as practical from the nearby residences and other noise sensitive land uses. The noise source shall be acoustically shielded when practical. The Contractor shall prohibit unnecessary idling of internal combustion engines.

12-15. Watering. The application of water shall be performed in accordance with the provisions of Section 10-6, "Watering," and Section 18, "Dust Palliatives," of the Standard Specifications except as modified by these Special Provisions. Full compensation for applying water where called for or as directed by the Engineer and for developing the water supply shall be considered as included in the prices paid for the various contract items and no additional compensation will be made therefore. The Contractor is advised that water may be obtained from fire hydrants within the project area under permit with the City's Public Utilities Department and upon the payment of a meter deposit. Permit application and inquiry as to the water usage fees are to be made at Public Utilities Department-Water Division Building within the City's Corporation Yard located at 1320 Airport Road, (707) 463-6200.

12-16. Preconstruction Conference. A preconstruction conference will be held before any work will be allowed to commence. This meeting will cover inspection, schedule for work, and among other items, the responsibilities and procedures of each of the interested parties to assure that the project will be completed in accordance with the contract documents. GRTA representative(s) and its engineer shall attend this meeting. GRTA shall also be present during the removable of any fixed railroad assets.

12-17. Progress Schedule. Progress schedules will be required for this contract and shall conform to the provisions in Section 8-1.02C, "Level 2 Critical Path Method Schedule," of the Standard Specifications. Critical Path Method (CPM) schedules shall be prepared using Microsoft Project software, or an equivalent software application approved by the Engineer. After baseline schedule is accepted by the Engineer, Contractor shall update and submit CPM schedule to Engineer for review every 2 calendar weeks. GRTA is also to be copied on CPM schedule updates

12-18. Progress Meetings. The Engineer shall schedule, arrange and conduct progress meetings. These meetings shall be conducted once per week, or as mutually agreed by Contractor and City, and shall be attended by the Contractor's superintendent and representatives of all subcontractors, utilities, and others, who are active in the execution of the Work. The purpose of these meetings shall be to review the Contractor's CPM schedule, resolve conflicts, and in general, coordinate and expedite the execution of the Work. Engineer will make arrangements for meetings, prepare agenda with copies for participants, preside at meetings and record the meeting minutes.

12-19. Safety Requirements. The Contractor shall comply with all pertinent provisions of the Department of Labor "Safety and Health Regulations for Construction (29 FCS Part 1518, 36 CFR 7340)", with additions or modifications thereto, in effect during construction of this project. In addition, if the GRTA's Operator NWP Co. is

conducting railway maintenance work during the duration of the contract, the contractor will be required to have "Roadway Worker Safety" training by the operator and place red cones on the center of the track 500 feet on either ends of the daily work limits. Delete highlight, GRTA does not have an operator. NWP Co. no longer exists.

12-20. Public Notification. The Contractor shall be responsible for all public notification regarding construction work, including detours, lane and street closures, hours of operations, and notification of effected commercial businesses within 1000 feet of the construction. For any business impacted by construction, the Contractor shall provide adequate sized on-site signage indicating that businesses are open during construction. The Contractor shall prepare public noticing via the newspaper, radio announcements, notification of the emergency vehicle agencies, public transit, Ukiah Unified School District, Ukiah Municipal Airport, access off *Commerce Drive, Norgard Lane and Plant Road* will be affected by potential detours and street closures, with recommended alternate routes of travel. Access will be restricted to businesses and residents only during construction closures. Location of Street Closures signage shall be positioned to give motorists the ability to use alternate routes prior to coming to a dead end road closed for construction. All proposed detours, closures and traffic control methods shall be submitted to the Engineer for approval prior noticing to the public. All public noticing shall be performed a minimum of one week prior to instituting traffic control, and lane or street closures. The tentative construction schedule shall be included in the public noticing, and the use of temporary traffic signalization of intersections shall be noted. **The Contractor shall submit all public notice language to the City Engineer for approval prior to publication of notices. All road closures, detour routes, and traffic control including temporary lane closure plans shall be submitted by the Contractor to the City Engineer for approval prior to public noticing and use.**

SECTION 13 - CONSTRUCTION DETAILS

STANDARD PLAN LIST

ORGANIZATION

Special provisions are under headings that correspond with the main-section headings of the *Standard Specifications*. A main-section heading is a heading shown in the table of contents of the *Standard Specifications*.

Each special provision begins with a revision clause that describes or introduces a revision to the *Standard Specifications* as revised by any revised standard specification.

Any paragraph added or deleted by a revision clause does not change the paragraph numbering of the *Standard Specifications* for any other reference to a paragraph of the *Standard Specifications*.

^^

DIVISION I GENERAL PROVISIONS

1 GENERAL

Not Used

^^

2 BIDDING

Add to section 2-1.06B:

The Department makes the following supplemental project information available:

Supplemental Project Information

Means	Description
Included in the *Information Handout*	
Available as specified in the *Standard Specifications*	
Included with the project plans	
Available for inspection at the Transportation Laboratory	
Available for inspection at the District Office Telephone no.: _____	
Available for inspection at: City of Ukiah Public Works Dept. Telephone no.: (707) 463-6755	Logs of test borings

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3 CONTRACT AWARD AND EXECUTION

Add to section 3-1.06:

The Contractor and any subcontractors shall each secure and maintain a valid City of Ukiah Business License prior to the start of any portion of the work.

^^

4 SCOPE OF WORK

Replace section 4-1.03 with:

The work includes the design and construction of a Class I trail along the Great Redwood Trail Agency (GRTA) corridor between Commerce Drive and Plant Road in Ukiah, CA. Where the trail intersects road crossings, at *Airport Road, Norgard Lane and Plant Road*, there will be intersection improvements that include striping, signage,

crosswalks, ramps, sidewalks, lighting, signing and striping. The work includes clearing and grubbing, demolition, SWPPP implementation, erosion controls and BMPs, drainage, excavation, fill, grading, compaction, retaining wall, pedestrian ramps, asphalt paving, striping, signing, lighting, flashing beacons and related improvements. The work is within the State Right-of-Way and City Right-of-Way.

^^

5 CONTROL OF WORK

Add to section 5-1.01:

Physical work on the site shall not commence until a "No Fee" encroachment permit is issued by the City of Ukiah and the encroachment permit is issued by the GRTA to the Contractor.

Replace section 5-1.26 with:

Construction surveying including horizontal and vertical control and construction staking shall be the responsibility of the Contractor. Vertical and horizontal control is to be established from the existing Control Points established by the City and shown on the Plans. Vertical Control Points are shown on the Plans. Construction stakes shall be reviewed and approved by the City and the GRTA prior to construction

Prior to the start of excavation work, the Contractor will be required to pothole existing utilities and other underground piping for the purpose of verifying location and depth a minimum of five working days in advance of excavation. The limited utility information indicated on the Plans reflects a baseline sampling of potential utility conflicts identified during the design of the project. The Contractor is responsible for potholing at these locations at a minimum. Additional utility location efforts may be required by the Contractor to positively locate all utilities impacted by the project. As a part of the Work, the Contractor will be responsible for performing all survey and construction layout work and performing testing and quality control work.

Construction stakes and markings shall be removed from the site of the work when no longer needed.

Construction staking by the Contractor shall be paid on a lump sum basis. Partial Payments will be made based on the percent complete estimated by the Engineer.

Add to section 5-1.36A:

All temporary facilities are the responsibility of the Contractor and the removal of said facilities shall be the responsibility of the Contractor. The Contractor shall be responsible for any and all damages to existing facilities which are a result of the installation and removal of the Contractor's temporary facilities.

The City will not arrange temporary water, sewer or electrical services for construction. It is the Contractor's sole responsibility to arrange such services as necessary with the applicable utility provider(s).

Add to section 5-1.36C:

The Contractor's attention is directed to the existence of certain underground facilities that may require special precautions be taken by the Contractor to protect the health, safety and welfare of workmen and of the public. Facilities requiring special precautions include, but are not limited to: conductors of petroleum products, oxygen, chlorine, and toxic or flammable gases; natural gas in pipelines greater than 150 mm (6 inches) in diameter or pipelines operating at pressures greater than 415 kPa (60 psi) gauge; underground electric supply system conductors or cables, with potential to ground of more than 300 volts, either directly buried or in duct or conduit which do not have concentric grounded conductors or other effectively grounded metal shields or sheaths.

Per Govt Code § 4216 et seq., the Contractor shall notify the Engineer and the appropriate regional notification center for operators of subsurface installations at least 3 working days, but not more than 14 calendar days, prior to performing any excavation or other work close to any underground pipeline, conduit, duct, wire or other structure. Regional notification centers include but are not limited to the following:

Notification Center	Telephone Number
Underground Service Alert-Northern California (USA)	1-800-642-2444 1-800-227-2600
Underground Service Alert-Southern California (USA)	1-800-422-4133 1-800-227-2600

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6 CONTROL OF MATERIALS

Add to section 6-2.01:

6-2.01A General

The Contractor shall be responsible for controlling the quality of the materials incorporated into the work and of the work performed, and shall cooperate with the City of Ukiah for necessary sampling requested by the City for material testing per the City's Quality Assurance Program (QAP).

Contractor shall schedule all tests required by the City's QAP in time to avoid any delay to the progress of the Work. Contractor shall provide timely notice to all necessary parties as specified in the Contract Documents. City shall bear the initial cost of testing to be performed by independent testing consultants retained by City. However, Contractor shall be responsible for the costs of any subsequent tests which are required to substantiate compliance with the Contract Documents, and any associated remediation costs. Prior to any removal, reconstruction or rework of any work item already incorporated into the project, the Contractor shall first obtain the approval of the *City of Ukiah* as to the Contractor's proposed methods for removal, reconstruction, or rework.

In addition, if any portion of the work, which is subject to testing, is covered or concealed by Contractor prior to testing, Contractor shall bear the cost of making that portion of the Work available for the testing required by the Contract Documents, and any associated repair or remediation costs.

All materials, equipment, and workmanship used in the Work shall be subject to inspection by City's Inspector at all times and locations during construction and/or fabrication. All manufacturers' application or installation instructions shall be provided to the Inspector at least ten (10) days prior to the first such application. Contractor shall, at all times, make the Work available for inspection. Any Work that fails to comply with the requirements of the Contract Documents shall be promptly repaired, replaced, or corrected by Contractor, at Contractor's sole expense. In addition, if any portion of the Work is improperly covered or concealed by the Contractor prior to inspection, Contractor shall bear the cost of making that portion of the Work available for inspection, and any associated repair or remediation costs. The Contractor shall be responsible for all material and functional testing required for all electrical, lighting and traffic signal equipment as required by the Standard Specifications.

If required off-site testing and/or inspection must be conducted at a location more than one hundred (100) miles from the Project site, Contractor shall be responsible for the additional travel costs required for testing and/or inspection at such locations. Contractor shall be solely responsible for any delay occasioned by remediation of noncompliant Work.

The frequency of sampling and testing shall be in accordance with the City's approved Quality Assurance

Program (QAP), which is available for review upon request.

6-2.04 Measurement and Payment

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

When initial tests indicate non-compliance with the Contact Documents, all subsequent retesting occasioned by the non-compliance shall be performed by the same testing laboratory and the cost thereof shall be paid by the Contactor.

^^

7 LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC

Add to section 7-1.03:

The Contractor shall conduct operations so as to cause the least possible obstruction and inconvenience to public traffic. The Contractor shall, at his or her expense, furnish such flag persons and furnish, erect, construct and maintain such fences, barriers, lights, signs, detours, pedestrian walkways, driveway ramps and bridging as may be necessary to give adequate warning to the public that work is in progress and that dangerous conditions exist, to provide access to abutting properties and to permit the flow of pedestrian and vehicular traffic to safely and expeditiously pass through the work.

Add to section 7-1.04:

The Contractor shall comply with all pertinent provisions of the Department of Labor "Safety and Health Regulations for Construction (29 FCS Part 1518, 36 CFR 7340)", with additions or modifications thereto, in effect during construction of this project.

^^

8 PROSECUTION AND PROGRESS

Add to section 8-1.02C(1):

Level 2 Critical Path Method (CPM) Progress schedule will be required for this contract and shall conform to the provisions in Section 8-1.02C, "Level 2 Critical Path Method Schedule," of the Standard Specifications. After baseline schedule is accepted by the Engineer, Contractor shall update and submit CPM schedule to Engineer for review every 2 calendar weeks. Progress schedule will be paid for as described in Section 13-04.7.

Add to section 8-1.02C(3)(a):

Critical Path Method (CPM) schedules shall be prepared using Microsoft Project software or approved equivalent.

Replace section 8-1.02E with:

The Engineer shall schedule, arrange and conduct progress meetings. These meetings shall be conducted once per week, or as mutually agreed by Contractor, City and Caltrans, and shall be attended by the Contractor's superintendent and representatives of all subcontractors, utilities, and others, who are active in the execution of the Work. The purpose of these meetings shall be to review the Contractor's CPM schedule, resolve conflicts, and in general, coordinate and expedite the execution of the Work. Engineer will make arrangements for meetings, prepare agenda with copies for participants, preside at meetings and record the meeting minutes.

Replace section 8-1.03 with:

A preconstruction conference will be held before any work will be allowed to commence. This meeting will cover inspection, work schedule, and among other items, the responsibilities and procedures of each of the interested parties to assure that the project will be completed in accordance with the contract documents. Engineer will

prepare and distribute an agenda for the preconstruction conference.

Add to section 8-1.04B:

The Contractor shall obtain and pay for all permits required to complete this work except the required City of Ukiah encroachment permit for work within the City right-of-way. The Contractor shall obtain an encroachment permit from the City of Ukiah Public Works Department at no cost prior to the start of the Work. The encroachment permit will not be issued until the Contract Agreement and bonds have been executed, submitted, and accepted by the City and all insurance endorsements have been submitted to and accepted by the City's Risk Manager.

Replace "Reserved" in section 8-1.04C with:

Physical work on the site shall not commence until a "No Fee" encroachment permit is issued by the City of Ukiah to the Contractor.

The Contractor shall apply for and obtain an encroachment permit from the County of Mendocino to construct improvements within the County Right-of-Way. All costs associated with applying for, obtaining and maintaining said permit shall be borne by the Contractor.

Do not start job site activities until the Department authorizes or accepts your submittal for:

1. SWPPP
2. Traffic Control Plan
3. Lighting equipment
4. Prefabricated Bridge
5. Retaining Wall System

Submit these items, submittals for other long lead time items, within 5 days after Notice to Proceed has been issued.

Do not start other job site activities until all the submittals from the above list are authorized or accepted and the following information is received by the Engineer:

1. *Notice of Materials To Be Used* form.
2. Written statement from the vendor that the order for the sign panels has been received and accepted by the vendor. The statement must show the dates that the materials will be shipped.
3. Written statement from the vendor that the order for electrical material has been received and accepted by the vendor. The statement must show the dates that the materials will be shipped.
4. Written statement from the vendor that the order for pre-fabricated rail car bridge has been received and accepted by the vendor. The statement must show the dates that the materials will be shipped.
5. Written statement from the vendor that the order for keystone walls has been received and accepted by the vendor. The statement must show the dates that the materials will be shipped.

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9 PAYMENT

Not Used.

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DIVISION II GENERAL CONSTRUCTION

10 GENERAL

Not Used.

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11 WELDING

Welding shall conform to the provisions in Section 11, "Welding," of the Standard Specifications

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12 TEMPORARY TRAFFIC CONTROL

Add to section 12-1.01:

Prior to commencing construction which will affect existing traffic, the Contractor shall submit for review by the Engineer, a Traffic Control Plan on 11" x 17" paper which contains only information specifically related to work zone traffic control, including pedestrian traffic control. The plan will show which *California* MUTCD typical application is to be used for each work operation. If the Contractor proposed to use the current edition of the MUTCD in specific work operations, they shall submit in writing for consideration which Typical Application Diagram will be used for each work operation. A Traffic Control Plan or proposal shall be submitted to the Engineer for review at least two weeks prior to implementation.

The Traffic Control Plan shall be prepared by, sealed and signed a California licensed civil or traffic engineer and contain a title block which contains the Contractor's name, address, phone number, project superintendent's name, contract name, dates and hours traffic control will be in effect, and a space for review acknowledgment.

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

A. Show location and limits of the work zone.
B. Give dimensions of lanes affected by traffic control that will be open to traffic.
C. Indicate signing, cone placement, and other methods of delineation and reference to appropriate City or Caltrans standard.
D. Dimension location of signs and cone tapers.
E. Identify side streets and driveways affected by construction and show how they will be handled.
F. Show how pedestrian traffic will be handled through the construction site.
G. Show how public transit will be handled through the construction area.
H. Demonstrate how two-way traffic will be maintained.
I. Identify message board locations. A minimum of 2 changeable message boards and 2 arrow boards shall be required.

No work except for installation of project identification signs will be allowed to commence prior to approval of the Work Zone Traffic Control Plan.

Add to section 12-1.02:

In the Standard Plans, Note 10 on Standard Plan T10, Note 9 on Standard Plan T10A, Note 5 on Standard Plan T11, Note 6 on Standard Plan T12, Note 5 on Standard Plan T13, and Note 4 on Standard Plan T14 are revised to read:

“All traffic cones used for night lane closures shall have reflective cone sleeves as specified in the specifications.”

The second and third paragraphs of Section 12-3.02, "Traffic Cones," of the Standard Specifications are amended to read:

“The outer section of the portion above the base of the traffic cone must be translucent and fabricated of a highly pigmented, orange, PV compound. The overall height of a traffic cone must be at least 28 inches and the bottom inside diameter of the traffic cone must be at least 10.5 inches.”

“During the hours of darkness, a traffic cone must have a retroreflective cone sleeve.”

Reflective cone sleeves shall conform to the following:

1. Removable, flexible, retroreflective cone sleeves fabricated from 13-inch-wide retroreflective sheeting with cone the cone sleeves placed a maximum of 3 inches from the top of the cone. Do not use the sleeves during daylight hours.
2. Permanently affixed, semitransparent, retroreflective cone sleeves fabricated from 13-inch-wide, semitransparent, retroreflective sheeting with the cone sleeves placed a maximum of 3 inches from the top of the cone. You may use traffic cones with semitransparent retroreflective cone sleeves during daylight hours.
3. Permanently affixed, double-band, retroreflective cone sleeves consisting of 2 white retroreflective bands. The top band must be 6 inches wide and placed a maximum of 4 inches from the top of the cone. The lower band must be 4 inches wide placed 2 inches below the bottom of the top band. You may use traffic cones with double-band retroreflective cone sleeves during daylight hours.

The type of reflective cone sleeve used shall be at the option of the Contractor. Only one type of reflective cone sleeve shall be used on the project.

Lane closures shall conform to the provisions in the section of these construction details entitled "Traffic Control System for Lane Closure."

Personal vehicles of the Contractor's employees shall not be parked on the traveled way or shoulders, including any section closed to public traffic.

The Contractor shall notify local authorities of his intent to begin work at least 5 days before work is begun.

The Contractor shall cooperate with local authorities relative to handling traffic through the area and shall make his own arrangements relative to keeping the working area clear of parked vehicles.

Whenever vehicles or equipment are parked on the shoulder within 6 feet of a traffic lane, the shoulder area shall be closed with fluorescent traffic cones or portable delineators placed on a taper in advance of the parked vehicles or equipment and along the edge of the pavement at 25-foot intervals to a point not less than 25 feet past the last vehicle or piece of equipment. A minimum of 9 cones or portable delineators shall be used for the taper.

A minimum of one paved traffic lane, not less than 10 feet wide, shall be open for use by public traffic. When construction operations are not actively in progress, not less than 2 such lanes shall be open to public traffic.

No work that interferes with public traffic shall be performed between 7 a.m. and 9 a.m. nor between 3 p.m. and 6 p.m. except work required under said Sections 7-1.03 and 7-1.04.

Except as otherwise provided, the full width of the traveled way shall be open for use by public traffic on Saturdays, Sundays, and designated legal holidays; after 3:00 p.m. on Fridays and the day preceding designated legal holidays; and when construction operations are not actively in progress. On Saturdays, Sundays and designated legal holidays, one lane may be closed to public traffic for the sole purpose of maintaining the surface as required in Section 37-2.01C(4)(d), "Finishing," of the Standard Specifications. Lane closures on Saturdays, Sundays and designated legal holidays shall be restricted to daylight hours when public traffic will be least inconvenienced and delayed, as determined by the Engineer.

Designated legal holidays are: January 1st, the third Monday in February, the last Monday in May, July 4th, the first Monday in September, November 11th, Thanksgiving Day, and December 25th. When a designated legal holiday falls on a Sunday, the following Monday shall be a designated legal holiday. When November 11th falls on a Saturday, the preceding Friday shall be a designated legal holiday.

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

Replace section 12-1.03 with:

No work shall commence until traffic control signing has been approved by the Engineer.

Exact locations of Project Identification signs and Advance Notice signs (Section 12-4 "Maintaining Traffic") shall be determined in the field by the Engineer.

Except as noted elsewhere, only one lane may be closed at a time and no lanes shall be closed at any other hours unless specifically approved by the Engineer. The Contractor shall maintain vehicle access to adjacent streets, homes, businesses and other properties at all times while work is in progress except when necessary construction precludes such access for reasonable periods of time as determined by the Engineer.

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

The Contractor will be required to maintain vehicle access to homes, businesses and other properties within the block where work is in progress.

The Contractor shall maintain 2-way traffic for all work on Commerce Drive. One-way traffic may be permitted on Norgard Lane and Plant Road.

The Contractor shall keep the City of Ukiah Fire Department informed regarding the closure of any traveled way. At a minimum, the Contractor shall call the Fire Department at (707) 463-6261 daily to report any traveled way closure. This requirement applies immediately upon closure for that day and again immediately after removal of the closure. For closures over multiple days, the daily notification still applies. This requirement does not apply for single lane closures on multiple lane local streets.

If the Contractor has been given an approved Traffic Control Plan that includes road closures, they will be required to maintain vehicular access to homes and other properties where work is in progress within the closure area.

Existing and regulatory signs are to be temporarily relocated, as directed by the Engineer, until new traffic signals are in place and operable for two-way traffic.

Seventy-two (72) hours prior to construction, the Contractor shall place a notice on each front door, and attempt to notify each owner or tenant verbally that work will be underway within his block between stated hours, and request that cars be parked out of the roadway by 9:00 a.m. Service of notice shall not bar use of cars within the block; however, as individual plans change and emergencies may arise.

Cross streets will require maintenance of at least one-half (½) width of each street for traffic purposes, unless a parallel route is approved by the Engineer. Flagging will only be allowed between the hours of 9:00 a.m. and 3:00 p.m.

Existing traffic signals shall remain in service at all times.

Barricades and flaggers shall be positioned to allow safe turns at intersections.

Replace section 12-1.04:

The cost of furnishing all flaggers, including transporting flaggers, to provide for passage of public traffic through the work shall be considered as included in the contract lump sum price paid for “traffic control system” and no additional allowances.

Add to section 12-3.10:

Type III Barricades shall conform to Section 12-3.10 “Barricades”, of the Standard Specifications.

Add to section 12-3.11A(1):

Construction area traffic control signs, equipment and devices shall be furnished, installed, maintained, and removed when no longer required in accordance with the provisions in Section 7-1.03 and Section 12 of the Standard Specifications, the California Manual on Uniform Traffic Control Devices, and the latest edition (MUTCD), and as directed by the Engineer.

Notify Underground Services Alert (USA) North at (800) 642-2444 or 811 a minimum of 2 working days prior to installing signposts.

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

Add to section 12-3.32C:

Start displaying the message on the portable changeable message signs 15 minutes before closing the lane.

Provide two (2) portable changeable message signs at each street which will have a temporary lane closure.

Place the portable changeable message signs in advance of the 1st warning sign for each:

1. Stationary lane closure
2. Shoulder closure

For 5 days, starting on the day of signal activation, place 1 portable changeable message sign in each direction of travel and display the following message: "LANE CLOSED AHEAD -- PREPARE TO STOP."

Add to section 12-4.02A:

The Work Area shall be open to through vehicular traffic during non-working hours. All public traffic shall be permitted to pass through the work with as little inconvenience and delay as possible. Access to abutting property and driveways shall be maintained during the performance of the work. The Contractor is advised that commercial businesses abut the Project Area. The Contractor shall provide advance written notification of the work and of

temporary closures of driveways to the abutting owners or managers of the business at least 5 business days prior to the start of the Work or the temporary closure of the driveway to the respective business property. The format and content of the Notice by the Contractor shall be approved by the Engineer prior to its issuance to the public. The Contractor shall provide trench plates at driveways and left turn pockets after the trench and roadway excavation has been made at those particular locations.

Full costs for "Traffic Control System," including "Flagging Costs" and providing and maintaining access to abutting property, shall be considered as included in the bid item for “Traffic Control System,” and no additional compensation will be made therefor.

Designated holidays are shown in the following table:

Designated Holidays

Holiday	Date observed
New Year's Day	January 1st
Washington's Birthday	3rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4th
Labor Day	1st Monday in September
Veterans Day	November 11th
Thanksgiving Day	4th Thursday in November
Christmas Day	December 25th

If a designated holiday falls on a Sunday, the following Monday is a designated holiday. If November 11th falls on a Saturday, the preceding Friday is a designated holiday.

Personal vehicles of your employees must not be parked on the traveled way or shoulders, including sections closed to traffic.

For all work, if work vehicles or equipment are parked within 6 feet of a traffic lane, close the shoulder area with fluorescent orange traffic cones or portable delineators. Place the cones or delineators on a taper in advance of the parked vehicles or equipment and along the edge of the traveled way at 25-foot intervals to a point not less than 25 feet past the last vehicle or piece of equipment. Use at least 9 cones or delineators for the taper. Use a W20-1, "Road Work Ahead," W21-5b, "Right/Left Shoulder Closed Ahead," or C24(CA), "Shoulder Work Ahead," sign mounted on a crashworthy, portable sign support with flags. The sign must be 48 by 48 inches and placed as ordered by the Engineer. If a cone or delineator is displaced or overturned, immediately restore the device to its original position or location.

No work shall commence until Contractor’s Traffic Control Plan has been approved by the Engineer.

Exact locations of Project Identification signs and Advance Notice signs shall be determined in the field by the Engineer.

Except as noted elsewhere, only one lane may be closed at a time and no lanes shall be closed at any other hours unless specifically approved by the Engineer. The Contractor shall maintain vehicle access to adjacent streets, homes, businesses and other properties at all times while work is in progress except when necessary construction precludes such access for reasonable periods of time as determined by the Engineer.

When traffic cones or delineators are used to delineate a temporary edge of a traffic lane, the line of cones or delineators shall be considered to be the edge of the traffic lane, however, the Contractor shall not reduce the width of an existing lane to less than 12 feet without written approval from the Engineer.

The Contractor will be required to maintain vehicle access to homes, businesses and other properties within the block where work is in progress.

The Contractor shall keep the City of Ukiah Fire Department informed regarding the closure of any traveled way. At a minimum, the Contractor shall call the Fire Department at (707) 463-6261 **daily** to report any traveled way closure. This requirement applies immediately upon closure for that day and again immediately after removal of the closure. For closures over multiple days, the daily notification still applies. This requirement does not apply for single lane closures on multiple lane local streets.

If the Contractor has been given an approved Traffic Control Plan that includes road closures, they will be required to maintain vehicular access to homes and other properties where work is in progress within the closure area.

Existing and regulatory signs are to be temporarily relocated, as directed by the Engineer, until new traffic signals are in place and operable for two-way traffic.

Seventy-two (72) hours prior to construction, the Contractor shall place a notice on each front door, and attempt to notify each owner or tenant verbally that work will be underway within his block between stated hours, and request that cars be parked out of the roadway by 9:00 a.m. Service of notice shall not bar use of cars within the block; however, as individual plans change and emergencies may arise.

Cross streets will require maintenance of at least one-half (½) width of each street for traffic purposes, unless a parallel route is approved by the Engineer. Flagging will only be allowed between the hours of 9:00 a.m. and 3:00 p.m.

Existing traffic signals shall remain in service at all times.

Barricades and flaggers shall be positioned to allow safe turns at intersections.

Add to section 12-4.02C(7):

12-4.02C(7)(a) General

Section 12-4.02C(7)(a) includes specifications for closing traffic lanes with stationary lane closures. The traffic control system for a lane closure must comply with the details shown.

Traffic control system includes signs.

Each vehicle used to place, maintain, and remove components of a traffic control system on a multilane highway must be equipped with a Type II flashing arrow sign that must be in operation whenever the vehicle is being used for placing, maintaining, or removing the components. Vehicles equipped with a Type II flashing arrow sign not involved in placing, maintaining, or removing the components if operated within a stationary-type lane closure must display only the caution display mode. The sign must be controllable by the operator of the vehicle while the vehicle is in motion. If a flashing arrow sign is required for a lane closure, the flashing arrow sign must be operational before the lane closure is in place.

Whenever components of the traffic control system are displaced or cease to operate or function as specified from any cause, immediately repair the components to the original condition or replace the components and restore the components to the original location.

For a stationary lane closure made only for the work period, remove the components of the traffic control system from the traveled way and shoulder, except for portable delineators placed along open trenches or excavation adjacent to the traveled way at the end of each work period. You may store the components at

selected central locations designated by the Engineer within the limits of the highway.

Add to section 12-4.04:

The Contractor is directed to Chapter 6D, Pedestrian and Worker Safety, in the *California* MUTCD, the improvement Plans, and these special provisions.

Pedestrians shall be provided with a safe, convenient and accessible path that, at a minimum, replicates the most desirable characteristics of the existing sidewalk, path or footpath.

The Contractor shall construct and maintain temporary pedestrian pathways through the work zone, where required, that shall be in compliance with the requirements of the Americans with Disabilities Act (ADA) and the MUTCD.

Pedestrian routes shall not be impacted for the purposes of any non-construction activities such as parking of vehicles or equipment, or stock piling of materials.

Pedestrians shall not be led into conflicts with work site vehicles, equipment or operations.

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13 WATER POLLUTION CONTROL

Add to section 13-1.01A:

The Contractor shall exercise precaution to limit the muddying or silting of live streams and drainage channels to the maximum extent practicable, and the Contractor's attention is called to the fact that the terms of this contract do not relieve him or her of responsibility for compliance with Sections 5650 and 12015 of the Fish and Game Code or other applicable statutes relating to pollution prevention or abatement.

Add to section 13-3.01A:

Discharges of stormwater from the project must comply with the permit issued by the North Coast RWQCB for *National Pollutant Discharge Elimination System (NPDES) DWQ Construction General Permit, Permit No. 2009-0009.* The North Coast RWQCB permit governs stormwater and non-stormwater discharges resulting from construction activities in the project area. The North Coast RWQCB permit may be viewed at 5550 Skylane Blvd., Suite A, Santa Rosa, CA 95403.

A stormwater pollution pretention plan (SWPPP) will be developed and implemented, which will prescribe Best Management Practices such as silt fencing or other sediment control infrastructure. To prevent impacts from spills, construction equipment should be staged away from wetlands or sensitive habitat, and a spill prevention plan shall be in place to prevent runoff and contamination into the surrounding wetlands and drainage ditches. Excavated materials will be stockpiled away from sensitive habitat, in areas that are relatively level, and runoff control measures as described above will be used to prevent delivery of sediment to wetlands and watercourses. If wattles are used, they will consist of certified sterile, weed-free materials.

Spill Prevention Plan

To prevent impacts from inadvertent spills a spill prevention plan shall be in place to prevent runoff and contamination into adjacent waters and wetland drainage ditches. The Plan shall address the following:

- Construction equipment will be stage at least 50 feet away from the wetlands and the top of bank of waters.

- Construction equipment shall be cleaned and inspected prior to use. Mechanized construction equipment that will be used on the banks and in the channel will be cleaned and inspected daily prior to use. Servicing and refueling of vehicles and equipment shall be conducted a minimum of 50 feet from wetlands and waters at designated staging areas to avoid contamination through accidental drips and

spills.

- Equipment shall be inspected daily by the operator for leaks or spills. If leaks or spills are encountered, they shall be cleaned up, and the cleaning materials shall be collected and shall be properly disposed. The source of the leak shall be identified prior to operating the equipment with resolution of the leak documented by the foreman. Spills shall be cleaned up immediately using spill response equipment.

- Hazardous materials shall not be stored within 200 feet of wetlands or waters.

Temporary Culvert Bypass

Temporary culvert bypass located at approximately station 434+20 will be paid for under Temporary Water Pollution Control Measures and will include all labor and materials.

Full compensation to furnish, install and maintain **Temporary Water Pollution Control Measures** and conforming to the requirements of this section shall be paid for at the contract lump sum price, which price shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all work involved in the installation, construction, maintenance, removal and disposal of water pollution control practices, including non-storm water and waste management and materials pollution and water pollution control practices, except those shown on the plans for which there is a contract item of work and excluding developing, preparing, obtaining approval of, revising, and amending the SWPPP, as shown on the plans, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer, and no additional allowance will be made. Therefore, no adjustment of compensation will be made for any increase or decrease in the quantities of temporary water pollution control measures, regardless of the reason for the increase or decrease. This item also include any temporary BMPs shown on the plans and not otherwise listed in this section or the Bid Items. The provisions in Section 9-1.06, "Changed Quantity Payment Adjustments," shall not apply to temporary water pollution control measures.

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14 ENVIRONMENTAL STEWARDSHIP

Add to section 14-1.02:

When the Engineer determines that temporary fence (Type ESA) is no longer required, remove and dispose of it under Section 14-10, "Solid Waste Disposal and Recycling," of the Standard Specifications.

Backfill and repair ground disturbance caused by the installation and removal of temporary fence (Type ESA), including holes and depressions, under Section 5-1.36, " Property and Facility Preservation," of the Standard Specifications.

Replace section 14-2.03A with:

Section 14-2.03 applies if archaeological resources are discovered at the job site. Archaeological resources include chipped or ground stone, historic debris, building foundations and human bone. Do not disturb the resources and immediately:

1. Stop all work within 100 feet of the discovery.
2. Protect the discovery area.
3. Notify the Engineer.

The City of Ukiah will provide a qualified archaeologist to assess the significance of the find and, if necessary, develop appropriate treatment measures in consultation with the City and other appropriate agencies.

Replace section 14-4 with:

If human remains of Native American origin are discovered during project construction, it is necessary to comply with state laws relating to the disposition of Native American burials, which fall within the jurisdiction of the Native

American Heritage Commission (NAHC) (PRC 5097). If any human remains are discovered or recognized in any location other than a dedicated cemetery, there will be no further excavation or disturbance of the site or any nearby area reasonably suspected to overlie adjacent human remains until:

1. The County Coroner has been informed and has determined that no investigation of the cause of death is required; and
2. If the remains are of Native American origin, the descendants of the deceased Native Americans have made a recommendation to the landowner or the person responsible for the excavation work for means of treating or disposing of, with appropriate dignity, the human remains and any associated grave goods as provide in the PRC 5097.98.

If human remains are discovered during any demolition/construction activities, all ground-disturbing activities within a 330 foot radius of the remains shall be halted immediately, and the Mendocino County coroner shall be notified immediately, according to Section 5097.98 of the state Public Resources Code and Section 7050.5 of California's Health and Safety Code. If the remains are determined by the County coroner to be Native American, the NAHC shall be notified within 24 hours, and the guidelines of the NAHC shall be adhered to in the treatment and disposition of the remains. The City shall consult with the Most Likely Descendant, if any, identified by the NAHC regarding the treatment and disposition of the remains.

Should paleontological resources be identified at any project construction site, the Contractor shall cease operation within a 330 foot radius of the discovery and immediately notify the City. The City will provide a qualified paleontologist to provide an evaluation of the find and to prescribe mitigation measures to reduce impacts to a less-than-significant level. In considering any suggested mitigation proposed by the paleontologist, the City shall determine whether avoidance is necessary and feasible in light of factors such as the nature of the discovery, project design, costs, land use assumptions, and other considerations. If avoidance is unnecessary or infeasible, other appropriate measures shall be instituted. Work may proceed on other parts of the project site while mitigation for paleontological resources is carried out.

Add to section 14-6.03B:

To the extent feasible, tree and vegetation removal activities shall occur during the non-nesting season (September 1 to March 1st).

If construction activities begin during the nesting season (February 15 to August 31), a qualified biologist shall conduct a preconstruction nest survey of all trees and other potential nesting habitat within and adjacent to the work area no more than seven (7) days prior to the initiation of work. In addition to surveying the work area, the biologist shall survey within 50 feet of the work area for passerine nests and scan all trees within 250 of the work area for raptor nests.

If the survey indicates the presence of nesting birds, the biologist shall determine an appropriately sized buffer around the nest in which no work would be allowed until the young have successfully fledged (or the nest has been abandoned). The size of the nest buffer shall be determined by the biologist and shall be based on the nesting species and its sensitivity to disturbance. In general, buffer sizes of up to 250 feet for raptors and 50 feet for other birds should suffice to prevent disturbance of active nests, but these buffers may be increased or decreased, as appropriate, depending on the bird species and the level of disturbance anticipated near the nest.

The City of Ukiah will provide a qualified biologist. The Contractor shall coordinate with the City of Ukiah and the biologist and schedule all surveys sufficiently in advance so as to not cause delays in the Work. The Contractor shall anticipate and incorporate such surveys into the construction schedule.

Replace the section 14-6.04 with:

All construction-related activities performed will comply with the terms and conditions contained in the permits and approvals issued by the regulatory agencies. City of Ukiah (City) will coordinate with the contractor to ensure Project activities comply with the contract specifications, permits, and local, State, and Federal laws.

The following avoidance, minimization, and Mitigation Measures will be implemented to protect water quality, avoid and minimize indirect and direct impacts to jurisdictional waters, and protect nesting birds and western

pond turtle.

ESA Flagging or Fencing of Wetlands

Prior to construction activities, adjacent wetlands (as identified in the Aquatic Resources Delineation) will be flagged or fenced to clearly delineate wetlands to be protected during construction. All crews will have a set of environmental drawings showing the locations of the known wetlands. Fencing material shall consist of high visibility fence as defined in the Caltrans Standard Specifications. Fencing shall be used to delineate prohibited construction-related activities, vehicle operation, material and equipment storage, and other surface-disturbing activities within wetland areas. Temporary fencing will be paid per the terms in Section 16.

Proposed Waters and Wetland Restoration and Enhancement Activities

Solid fill impacts from the construction of the trail will be mitigated by the enhancement of wetlands and enhancement and restoration of waters within the vicinity of, and hydrologically connected to, the Project impacts. Wetlands and waters along, and adjacent to, the rail corridor have been degraded over time by a variety of debris and trash. In addition, there is opportunity to enhance riparian areas where there are large gaps in riparian vegetation along some of the waters.

The City proposes to perform enhancement and restoration activities to improve the functionality and quality of two features: one wetland and one waters (D5). Overall, approximately 18,150 square feet of enhancement and restoration is proposed, resulting in greater than 3:1 ratio of enhanced and restored area to fill impact.

Below is a description of each feature and enhancement and restoration activities associated with each of the features and the enhancements associated with each.

Enhancement of Wetland West of Wetland D

This wetland area is located outside the project footprint, south of Waters D3 and north of Wetland D, on the west side of the rail (trail improvements occur on the east side rail at this location). This wetland feature is scattered with significant debris and garbage (See Image 1 below). Enhancement activities include removal of trash and other man-made debris and will occur within 625 square feet (48 linear feet) of this wetland feature.

Image 1 Looking South at Enhancement Wetland

Success Criteria and Monitoring

Success criteria will be measured by the complete removal of the man-made debris and garbage. Vegetation is anticipated to naturally grow back in patches that have been blocked by sun. No monitoring is required.

Enhancement and Restoration of Waters D5

To accommodate the trail, the existing two culverts at D5 will be extended 10 feet east from the existing outlet. Downstream of D5, substantial trash, debris, and concrete rubble has been dumped within the channel (See Image 2 and 3 below). Although removing the concrete rubble could be considered restoration, for the purposes of simplifying calculations, the entire length from the D5 culvert to Airport Boulevard Road is calculated as one number. Enhancement and restoration activities include removal of all trash and concrete rubble from top of bank to top of bank within the channel. In addition, approximately 36 trees and shrubs (valley oak, common manzanita, ceanothus, and toyon) will be planted within the riparian zone along the south bank to enhance water quality and habitat (see Figure 2 Planting Plan). The enhancement and restoration area within the D5 channel is approximately 11,125 square feet (445 linear feet) and the enhancement area within the riparian is approximately 6,400 square feet.

Image 2 Looking West along Downstream Portion of D5 Channel Degraded with Trash and Debris

Image 3 Looking East along Downstream Portion of D5 Channel Degraded with Trash and Concrete

Success Criteria and Monitoring

Success criteria will be measured by the complete removal of the trash and concrete rubble within the channel. No monitoring is required for trash and concrete removal. Tree plantings will be monitored for health and survival for 5 years. Success criteria will be measured by a 75% survival rate after five years.

Full compensation for **Wetland and Waters Debris Removal** will be measured and paid for at the contract unit price per cubic yard and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals for performing all work involved in removing debris including all transportation and disposal fees.

Replace the 2nd paragraph of section 14-8.02 with:

The Contractor's attention is directed to the provisions of Section 14-8, "Noise and Vibration", of the Standard Specifications and Section 9.08, Saturday, Sunday, Holiday, and Night Work, of the General Conditions concerning the control of noise emissions and authorized work hours and days.

Do not exceed 86 dBA LMax at 50 feet from the job site activities from 7:00 p.m. to 7:00 a.m. except you may operate equipment within the project limits during these hours to:

1. Service traffic control facilities
2. Service construction equipment

The Contractor shall notify all residents within a 500-foot radius of the construction site about the proposed construction schedule. The notification shall be in writing and it shall be developed by the Contractor and submitted to the Engineer for approval a minimum of 5 working days prior to the proposed public notification.

The City shall provide a Noise Disturbance Coordinator who shall be responsible for acting on any local complaints concerning the construction noise being generated by reason of the work of the project. The Contractor shall conspicuously post a telephone number for the Noise Disturbance Coordinator at the construction site and he shall include it in the construction schedule notice to be provided to the residents. The Noise Disturbance Coordinator shall investigate the noise complaint allegations and shall require the Contractor to implement reasonable measures to mitigate the noise level in accordance with these requirements and of the Standard Specifications.

The Contractor shall locate all stationary noise generating construction equipment such as air compressors and generators as far as practical from the nearby residences and other noise sensitive land uses. The noise source shall be acoustically shielded when practical. The Contractor shall prohibit unnecessary idling of internal combustion engines.

Add to section 14-9.02:

The Contractor shall comply with the Mendocino County Air Quality Management District Rules 1-410 and 4-130.

Add to section 14-11.08E:

Dust control shall conform to the provisions of Section 14-11.04 and Section 18 of the Standard Specifications.

All active construction areas shall be watered at least twice daily and more often during hot or windy periods. The active areas adjacent to businesses and residential areas shall be kept damp at all times. Hauling trucks shall be covered or at least a two-foot freeboard shall be maintained.

Unpaved access roads, parking areas for construction equipment and construction employee vehicles, staging areas, and storage areas shall be paved with hot mix asphalt or have a stabilized access in accordance with the Plans and referenced details. Unpaved construction staging areas shall receive the application of either water twice daily or non-toxic soil stabilizers. All paved access roads, parking areas, staging areas, storage areas, and public roads impacted by the work of the project shall be swept daily with street sweepers equipped with water spray to remove soil materials that have been deposited on these surfaces by reason of the work.

The Contractor shall enclose, cover, or water twice daily or apply non-toxic soil stabilizers or install erosion control blankets to or on exposed stockpiles, embankment slopes, and cut slopes.

Traffic speeds on unpaved surfaces shall be limited to a maximum speed of 15 mph.

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15 EXISTING FACILITIES

Add to section 15-1.01:

Existing Railroad Cabinet at Commerce Avenue shall be removed and any exposed conduit and conductors shall be cut to below grade. Existing concrete foundation shall be demolished and disposed of offsite.

Existing Railroad Equipment, foundation and associated electrical cabinetry shall be removed and salvaged to NWP Co. Existing conduits shall be capped and abandoned. Existing concrete foundation for Railroad equipment shall be demolished and disposed of outside of GRTA right of way in accordance with these special provisions.

Traffic stripes and markings shall be removed by any method that does not materially damage the existing pavement. Residue resulting from removal operations shall be removed from pavement surfaces by sweeping or vacuuming before the residue is blown by the action of traffic or wind, migrates across lanes or shoulders, or enters drainage facilities. Traffic stripes shall be removed before any change is made in the traffic pattern.

Asphalt and concrete removal operations shall be performed without damage to any structure or facility that is to

remain in place, and the Contractor shall, at his own expense, repair any such damage to the satisfaction of the Engineer.

Asphalt shall be removed along clean, straight lines and may be cut by any method which will not damage existing pavement, base or subgrade to remain in place. Edges of asphalt broken down during the making of subgrade shall be recut and removed before surfacing material or new asphalt pavement is placed, and no additional compensation will be made therefore. Sections of asphalt outside the lines and limits of removal shown on the Plans or established by the Engineer that are removed, broken or damaged by the action of the Contractor, or through his negligence or operations, shall be replaced by the Contractor at his own expense to the satisfaction of the Engineer.

The Contractor shall dispose of all Portland cement concrete and asphalt concrete generated from removal or demolition activities on the project at a recycler for these materials. The Contractor shall provide receipts verifying delivery and approximate quantities (in tons) of the material delivered to a material recycler. All other excess materials from the project shall become the property of the Contractor and shall be disposed of offsite of railroad property at Contractor's expense.

Existing improvements such as signs, posts and structures placed for the information, safety, direction and control of traffic, monuments, mailboxes, sprinklers, curb drains and other such obstructions which interfere with construction shall be carefully removed and replaced as shown on the Plans or as directed by the Engineer. The Contractor shall protect existing utilities during the removal of concrete, including shallow drain pipes and curb drains.

Traffic control devices and mailboxes shall remain in service at all times during construction.

All existing improvements, or portions thereof, to be replaced or to remain in place that are damaged or destroyed by the action of the Contractor, or through his negligence or operations, shall be repaired or replaced by the Contractor at his own expense to the satisfaction of the Engineer.

The Contractor shall remove other items, or portions thereof, such as pipe, fences, headers, planters, culverts, rubble, walls, walks, steps and similar facilities where shown on the Plans, or where necessary for new construction or installation indicated on the Plans, and as herein specified. Care shall be taken in the removal operations so as not to damage any structure or facility, or portion thereof, that is to remain in place, and the Contractor shall, at his own expense, repair any such damage to the satisfaction of the Engineer. Where only a portion of a wall or other facility is to be removed, the cut surface of the portion to remain in place shall be finished as necessary in a workmanlike manner satisfactory to the Engineer.

Existing debris located in wetlands areas and identified on plans for removal shall be covered under this item and paid for under **WETLAND AND WATERS DEBRIS REMOVAL** pay item and include all labor, materials, and dump fees and paid by the cubic yard. .

Add to section 15-1.03B:

Concrete sidewalk, curb ramp, medians, shoulder and curb and gutter designated on the Plans to be removed shall be removed by the Contractor. The Contractor shall dispose of all Portland cement concrete and asphalt concrete generated from removal or demolition activities on the project at a recycler for these materials. The Contractor shall provide receipts verifying delivery and approximate quantities (in tons) of the material delivered to a material recycler. All other excess materials from the project shall become the property of the Contractor and shall be disposed of at Contractor's expense.

Items that will be included under **REMOVE AND RELOCATE MISCELLANEOUS FEATURES** include but are not limited to: removing concrete slab, remove railroad utility pole, remove and reset storage containers, remove existing railroad CIL, remove existing railroad CIL electric meter, and relocate fiber optic marker.

Full compensation for **REMOVE AND RELOCATE MISCELLANEOUS FEATURES** will be measured and paid

for by lump sum and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals for performing all work including all transportation and disposal fees.

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16 TEMPORARY FACILITIES

Add to section 16-1.01:

All temporary facilities are the responsibility of the Contractor and the removal of said facilities shall be the responsibility of the Contractor. The Contractor shall be responsible for any and all damages to existing facilities which are a result of the installation and removal of the Contractor's temporary facilities. This item shall include temporary fencing such as ESA, wetland, and tree protection fencing.

Replace section 16-2.03D with:

Payment for **TEMPORARY HIGH-VISIBILITY FENCE** will be measured and paid for by the lump sum and shall include full compensation for furnishing all labor, materials, tools, equipment, and all incidentals for performing all work. This includes temporary tree fencing, ESA fencing, wetland fencing.

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DIVISION III EARTHWORK AND LANDSCAPE

17 GENERAL

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Add to section 17-2.02:

17-2.02 Materials

Soil Samples: Contractor shall provide a one-quart sample of the native or import topsoil to Soil and Plant Laboratory of Santa Clara, 408.727.0330, or approved equal, for their testing for conformance to this specification. No material shall be delivered to the site, graded on-site, or otherwise modified until the City approves the material. Testing costs for the initial samples and costs for any additional samples due to non-compliance shall be paid for by the Contractor.

Amendment Samples: Contractor shall provide a one-quart sample of each proposed amendment to Soil and Plant Laboratory of Santa Clara, (408) 727-0330, for their testing for conformance to this specification. No material shall be delivered to the site until the City approves the samples. Testing costs shall be paid for by the Contractor.

Add to section 17-2.03A:

This work shall consist of removing all objectionable material within the limits shown on the Plans and as directed by the Engineer. Clearing and grubbing shall be performed in advance of grading operations and in accordance with the requirements of these special provisions.

Special care shall be taken by the Contractor to protect adjacent property, improvements, utilities facilities, lawns, landscape features and landscape irrigation and shrubbery from damage. This also includes existing GRTA property outside of the limits of construction identified in the plans. Any such objects or improvements so damaged shall be replaced or restored in kind by the Contractor, at his own expense, to the satisfaction of the Engineer.

All existing street designation and traffic control signs and posts within the limits of work shall be carefully removed, cleaned of excess earth and debris, and delivered to the State, except those that are required for traffic control as determined by the Engineer or as shown on the Plans to be relocated.

The area to be cleared and grubbed shall be the area shown on the Plans, unless otherwise specified.

All stumps, large roots, and other objectionable materials shall be removed to a depth of 3 feet below finished grade in the area between curbs, and to a depth of 12 inches below finished grade in the area between curb and public utility easement line. The resulting spaces shall be backfilled with suitable fill material placed and compacted in accordance with the applicable provisions of Section 19-6.03 of the Standard Specifications.

Add to section 17-2.03B:

The locations of trees planned for removal are shown on the Plans.

The Engineer shall be contacted a minimum of 48-hours prior to any tree removal to perform an on-site inspection and clearance. Trees shall be removed in a manner satisfactory to the Engineer.

Tree roots that are identified on the Plans to be removed that are in conflict with new facilities shall be removed in their entirety or to provide the minimum clearances to new facilities as indicated below, regardless of root diameter. No separate compensation will be paid for removing roots identified on the Plans.

Where tree roots that are not identified on the Plans to be removed interfere with the construction or reconstruction of curb, gutter, sidewalk, pavement, utilities, other facilities, the Contractor shall excavate and expose the roots for inspection by the Engineer. Upon approval from the Engineer, the Contractor shall remove tree roots which are four (4) inches or less in diameter to provide a minimum clearance of six inches to any new facility. No separate compensation will be paid for removing roots not identified on the Plans.

Replace section 17-2.04:

All work under this section shall be paid for at the lump sum price bid for landscaping and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in landscaping, and related incidental work.

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18 DUST PALLIATIVE

Add to section 18-1.01A:

The application of water and the developing of a water supply shall be performed in accordance with the provisions of Section 18, “Dust Palliative,” of the Standard Specifications except as modified by these special provisions.

The Contractor is advised that water may be obtained from fire hydrants within the project area under permit with the City’s Public Utilities Department and upon the payment of a meter deposit. Permit application and inquiry as to the water usage fees are to be made at Public Utilities Department-Water Division Building within the City’s Corporation Yard located at 1320 Airport Road, (707) 463-6200.

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19 EARTHWORK

Add to section 19-1.03B:

Unsuitable material shall be removed and replaced in accordance with the provisions of Section 19-1.03 of the Standard Specifications and these special provisions. Material below the natural ground surface in embankment areas, and basement material below the grading plane in excavation areas that is determined by the Engineer to be unsuitable for the planned use shall be excavated and disposed of as directed or approved by the Engineer.

The removal and disposal of such unsuitable material will be paid for as “roadway or trail excavation” for the quantities involved and no additional allowance will be made therefor.

When unsuitable material is removed and disposed of, the resulting space shall be filled with material suitable for the planned use. Such suitable material shall be placed and compacted in layers as hereinafter specified for constructing embankments. Replacement of suitable fill material will be paid for as “Class 2 aggregate base” for the quantities involved and no additional allowance will be made therefor.

Removal of existing bituminous pavement and base materials will be paid for as “remove asphalt concrete pavement and base” for the quantities involved and no additional allowance will be made therefor.

Existing utilities exposed during subgrade excavation shall be immediately brought to the attention of the Engineer and the GRTA.

Excess materials from the excavation shall become the property of the Contractor and shall be disposed of by the Contractor at the Contractor’s expense.

In the event that the subgrade material is unstable and cannot be made stable by drying the top six inches as determined by the Engineer then the Contractor shall excavate an additional six inches, install subgrade enhancement fabric and install 6 inches of Class 2 Aggregate Base. The Geotechnical Engineer, or their designee, shall make the final determination for subgrade stabilization in the field during construction. Class 2 Aggregate Base shall comply with Section 26, ¾-inch maximum size.

Subgrade enhancement geotextile shall be Class A2 and comply with Section 96-1.02O and be installed in accordance with the provisions of Section 19-10 of the Standard Specifications.

Prior to the placement of subgrade enhancement geotextile, the Contractor shall remove all loose dirt as left from excavation activities, scarify the subgrade a minimum depth of 6 inches, and compact to 95 percent relative compaction.

Fabric shall be installed per manufacturer's recommendations and shall meet or exceed the requirements of Section 96 "Geosynthetics" of the Standard Specifications.

Add to section 19-2.01A:

Roadway excavation and Grading shall conform to the applicable provisions of Section 19 of the Standard Specifications. Roadway excavation and grading, shall include all excavation, embankment construction, miscellaneous grading and preparation, disposal of excess material, and all other work as specified herein.

Trail excavation and grading shall conform to the applicable provisions of Section 19 of the Standard Specifications. Trail excavation and grading shall include all excavation, embankment construction, miscellaneous grading and preparation, disposal of excess material, and all other work as specified herein.

Add to section 19-2.03A:

The exposed subgrade surface shall be reviewed by the Geotechnical Engineer to confirm it is ready to receive improvements. Following Geotechnical Engineer review, the existing subgrade material below the new aggregate base shall be scarified to a depth of 8 inches, moisture conditioned to within 2 percent of optimum moisture content, and compacted to a minimum of 95 percent relative compaction.

Add to the end of section 19-3.01A:

Structure backfill includes constructing the geocomposite drain system including pipes. The systems must comply with section 68-7.

Structure backfill includes removing roots within the excavations. The Project Arborist shall review and approve all roots to be removed that are greater than 2” in diameter. Use hand tools to cut roots that are greater than 2” in diameter.

Add to section 19-3.02C:

Native soils may be used for structure backfill, and shall be moisture conditioned to reach required compaction levels. Import material used for structure backfill shall meet the requirements of this section. Compaction shall be a minimum of 95% of the maximum dry density as determined by ASTM D1557.

Any imported fill should consist of predominantly a homogenous mixture of soil and rock free of vegetation, organic material, rubbish, and/or rubble.

Add to section 19-3.03B:

The exposed retaining wall and bridge foundation subgrade surface shall be reviewed by the Geotechnical Engineer to confirm it is ready to receive improvements. Following Geotechnical Engineer review, the subgrade shall be scarified to a depth of at least 8 inches, moisture conditioned to within 2 percent of optimum moisture content and compacted to a minimum of 95 percent relative compaction in accordance with ASTM D1557.

Add to section 19-3.03E:

Placing structure backfill shall conform to the provisions in Section 19-3.03E, "Structure Backfill," of the Standard Specifications.

Add to section 19-6.02A:

Trail embankment shall conform to Section 26 “Aggregate Base” of the Standard Specifications. Trail embankment shall consist of suitable native material meeting the requirements of Section 19-3.02C and import aggregate base material as required for the construction of trail embankments.

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20 LANDSCAPE

Add to section 20-1.03D:

Organic Amendment and Fertilizer Incorporation: The following recommendation is for bidding purposes only. Refer to the horticultural soils report for actual quantities and fertilizers.

Materials and Rates: Materials determined from the soils test shall be uniformly distributed throughout all irrigated planting areas and incorporated to a homogeneously blended soil depth of six inches. Assume per 1000 square feet:

6 cubic yards Nitrogen Stabilized Organic Amendment

30 pounds Commercial Fertilizer (6-20-20)

10 pounds Iron Sulfate

Note: Iron sulfate should be applied cautiously, avoiding contact with concrete, since permanent staining may result. Any such stained concrete shall be replaced at Contractor’s expense.

Plant Material Approvals: Before planting operations commence, all or a representative sampling of plant material shall be reviewed at the site by the Owner’s Representative. Defective plants installed without such review shall be removed from the site upon request by the Owner’s Representative and an acceptable plant substituted in its place.

Layout: Only those plants to be planted in any single day shall be laid out. Locations of all plants shall be reviewed prior to planting. Plants installed without this review shall be transplanted as directed by the Owner’s Representative.

Protection of Plants: Contractor shall maintain all plant material in a healthy growing condition prior to and during planting operations. Contractor shall be responsible for vandalism, theft and damage to plant material until the commencement of the maintenance period.

Root Systems: Contractor shall be responsible for inspection of all root systems on plant materials. Inspection shall include, but not be limited to, checking for rootbound stock, encircling roots at the perimeter of the container, girdling roots at the top surface of the rootball, and other defective root conditions. Such inspections shall include the complete removal of soil from one percent of plant material containers, or at least one plant from each nursery and each plant type. Contractor shall cut defective or potentially defective girdling, rootbound, and encircling roots and spread the root system into the surrounding backfill. Plants with excessively defective root systems shall be rejected by the Contractor.

Pruning: Contractor shall do no pruning without the specific approval of the Owner's Representative. Plants pruned without approval shall be replaced by the Contractor, if required. Pruning includes removing deadwood, suckers, and broken or bruised branches 1 inch or larger in diameter. Prune plants under the latest edition of ANSI A300 part 1, Pruning, published by the Tree Care Industry Association. Do not use tree seal compounds to cover pruning cuts. Dispose of pruned materials.

Basins: Construct basins as necessary to water plants. Remove basins from all plants under a permanent irrigation system prior to final inspection and finish grade the planting area. Basins for plants to be hand-watered shall remain in place. Basin bottoms shall drain to berm away from plant stem.

Staking: All trees shall be staked as drawn with stakes driven securely into existing soil aligned with the trunk and perpendicular to the direction of the prevailing winds. A minimum of two figure-eight wire and rubber tree ties required per stake.

Cleanup: After completion of all operations, Contractor shall remove all trash, excess soil and other debris. All walks and pavement shall be swept and washed clean, leaving the entire area in a neat, orderly condition.

Pesticides: ***Use of pesticides or herbicides are not allowed on this project.***

Maintenance Period Time Limits: The maintenance period shall commence from the date of substantial completion of planting as defined below and extend for a 1.5-year period thereafter. Landscape Maintenace shall be paid for as Lump Sum.

Maintenance Period Fertilizer Application: Fertilizer(s) shall be applied per Soil and Plant Laboratory recommendations. For bidding purposes, assume initial application to be four weeks after planting and subsequent applications to be at 45-day intervals.

Basic Requirements: All planting areas shall be kept weed-free at all times during the maintenance period. All pest and disease control shall be the Contractor's responsibility. All planting areas shall be kept at optimum moisture for plant growth. Settlement of soil and plants and soil erosion shall be repaired and areas replanted as required. Dying or deficient plants shall be replaced as soon as they become apparent.

City's Responsibility: Work installed under this contract that is damaged or stolen prior to Substantial Completion shall be repaired or replaced by the Contractor without cost to the City. After Substantial Completion and through the maintenance period, these damages and similar factors such as extensive litter, abuse and defacement shall be the City's responsibility to repair or replace and shall not be a part of this contract. No planting shall be guaranteed beyond the maintenance period, except as to conformance to specified species and variety, and except as to conditions specified under "Root Systems" above.

Substantial Completion: Shall be deemed as the time all major plantings, including groundcover, are installed, and when all other work is satisfactorily completed (with the exception of minor items to be completed as noted upon a checklist compiled by the Owner's Representative). Maintenance period shall not commence until work is deemed substantially complete by the Owner's Representative.

Final Review: Contractor shall request a final review of the project at least five days in advance of the proposed date. Failure to request this notice shall automatically extend the date of completion. The maintenance period will continue until project is deemed complete.

Add to section 20-3.01A(4):

Reviews: The Contractor shall specifically request the following reviews prior to progressing with the work:

1. Plant material approval
2. Plant layout
3. Finish grade
4. Substantial completion
5. Final completion
6. Submittals

Plant Material: Within 30 days after award of contract, Contractor shall submit notice to the Owner's Representative certifying the quantity and species of plant material ordered, the nursery supplying the material, any plant material unavailable at the time, and proposed plant substitutions. No plants shall be ordered or delivered prior to written acceptance by the Owner's Representative.

Water: Plants shall be hand-watered during the course of construction and landscape maintenance period. Landscaping shall be watered three (3) times per week during the three month establishment period followed by one (1) time per week during the dry season (May-October) for the remainder of the landscape maintenance period. Water shall be supplied and paid for by the Contractor. Water shall be applied at volume equivalent to 1" of rain per week.

Plant Quality: Minimum quality of all plant material shall conform to prevailing published specifications of the California Association of Nurserymen and the American Association of Nurserymen's American Standard for Nursery Stock unless otherwise indicated. Additional specifications shall be indicated on the drawings.

Quantities: The quantities shown on the plant list and in labels are for the Owner's Representative's use and are not to be construed as the complete and accurate limits of the contract. Contractor shall furnish and install all plants shown schematically on the drawings. Any unlabeled plants shall be considered as the smaller size shown for that type on the drawings.

Root Systems: All container-grown stock shall be grown in its container for at least six months prior to its planting. Contractor shall allow one percent of the quantity of plants for removal and inspection. Any plant material, within one year following the final acceptance of the project, determined by the Owner's Representative to be defective, restricted, declining or otherwise deficient due to abnormal root growth, shall be replaced by Contractor to the equal condition of adjacent plants at the time of replacement.

Trees: All trees shall have straight trunks of uniform taper, larger at the bottom. Trunks shall be free of damaged bark, with all minor abrasions and cuts showing healing tissue. Sucker basal growth and sucker lateral growth shall be removed and treated to eliminate resprouting. Normal lower side branching shall remain. Trees unable to stand upright without support shall be rejected.

Health: Foliage roots and stems of all plants shall be of vigorous health and normal habit of growth for its species. All plants shall be free of all diseases, insect stages, burns, or disfiguring characteristics.

Untrue Species: All plant material, within two years following the final acceptance of the project, determined by the Owner's Representative to be untrue to the species, clone, and/or variety specified, shall be replaced by the Contractor, to the equal condition of adjacent plants at the time of replacement.

Add to section 20-3.02A:

The location of shrubs, trees, and other plants to be installed are shown in the project Plans.

The Contractor shall furnish, install, establish and maintain all landscaping, including but not necessarily

limited to, soil preparation, installation of groundcover, shrubs, trees, and other plantings; to water, to provide pest and disease control, and related construction elements.

Replace section 20-5.05 with:

20-5.05A General

The Contractor shall furnish and install all site furnishings, including but not necessarily limited to, benches, picnic tables, shade structures, trash receptacles and bike racks as shown on Drawings. Install completely, including footings, fittings and materials, as shown, and as specified.

20-5.05B References

"Standard Specifications" - Standard Specifications of the State of California, Business and Transportation Agency, Department of Transportation, CALTRANS.

ACI - American Concrete Institute Manual of Concrete Practice

ASTM - American Society for Testing and Materials.

20-5.05C Submittals

Submittals shall be made in accordance with the requirements of the General Conditions and Standard Construction Specifications. Submit shop drawings where required by the technical specifications or on the drawings for:

1. Benches
2. Picnic Tables
3. Shade Structure
4. Stone Boulder Seating
5. Trash/Recycling Receptacles
6. Bicycle Rack
7. Bicycle Repair Station

ADD ALTERNATIVE bicycle repair station

Shop drawings shall show dimensions, sizes, thicknesses, gauges, finishes, joining, attachments, and relationship of work to adjoining construction. Where concrete, masonry, or other materials must be set to exact locations to receive work, furnish assistance and direction necessary to permit other trades to properly locate their work. Where welded connectors, concrete or masonry inserts are required to receive work, shop drawings shall show exact locations required, and all such drawings shall be furnished to the trades responsible for installing the connectors or inserts. Catalog work sheets showing illustrated cuts of item to be furnished, scale details and dimensions may be submitted for standard manufactured items.

Drawings requiring licensed civil or structural engineers shall include registered stamp from the State of California.

Acceptance: Prior to the purchase of the items and within five days of the award of the contract, the Contractor shall supply the Owner's Representative with samples of the finishes for approval by the City. No materials for this section shall be purchased until such approval is granted.

Certification: Delivery schedules shall be verified and certified in writing to the Owner's Representative within ten days after the project commences.

Delivery, Storage and Handling: Packaging and Labeling: Furnish materials in manufacturer's unopened, original packaging, bearing original labels showing quantity, description and name of manufacturer. Verify that all materials and components are adequately padded and securely bound in such a manner that no damage occurs to the product during delivery and unloading at the site.

Storage: Damaged materials will be rejected. Remove damaged materials from the job site immediately, and

pay cost of replacement. Determination of damage shall be the sole authority of the Owner.

Handling: Lift materials using lifting inserts provided by manufacturer.

Sequencing and Handling

Acceptance: Do not install site furnishings prior to acceptance by Owner's Representative of area to receive such materials.

Coordination: Coordinate with the work of other sections to insure the following sequence of construction.

Warranty: Manufacturer to warrant fabrications, mountings and fasteners to be free from defects due to materials and workmanship for a minimum of five years.

20-5.05D Materials

Benches: Shall be Landscape Forms 72" aluminum bench with arm panel. Surface mount to concrete pad.

Picnic Tables: Shall be Outdoor Recreations Inc concrete picnic table. Model #1018 72" concrete picnic table

Shade Structure: Shall be Romtec 2-post steel shelter

Stone Boulder Seating: Shall be 2'x2'x2' roughly squarish boulder. Available through DenBeste Landscape Supplies (707) 485-6232 or approved equal.

Trash/Recycling Receptacles: Shall be the Urban Recycling Receptacle, size/style: 36 gallon, side opening, with recycling attachment or approved equal. Material: stainless steel with spun aluminum top. Pattern: custom solid cylinder with vertical bars. Details: slam lock with approved key. Powder coat finish: black gloss anti-graffiti. Liner: 32-gallon galvanized steel (do NOT substitute plastic), supplied by others. Mounting: embedment mount. Available through Forms + Surfaces, contact: Matt Laurer: matt.laurer@forms-surfaces.com 971.409.0340. Install per manufacturers recommendations.

Bike Rack: Shall be by Madrax. Style 'Opal'

Bike Repair Station: Shall be by Dero. Bike Fixit Station with Air Kit 2. 888.337.6729

ADD ALTERNATIVE bicycle repair station

Miscellaneous Materials

Fasteners: Use fasteners of same basic metal as fastened signs, unless otherwise indicated. Do not use metals that are corrosive, non-vandal resistant or incompatible with materials joined.

20-5.05E Construction

Performance

All finished products shall consist of marine grade components and shall be: compatible with adjacent materials (i.e. no adverse chemical or galvanic reactions), as well as corrosion and tamper resistant.

Examination

Locations: Verify that all site furnishings can be installed at locations as shown on Drawings.

Conditions: Verify that no defects or errors exist in the work of other sections which would lead to defective installation or latent defects in workmanship and function of items in this section.

Installation

Install at locations shown on drawings. Install as per manufacturer's instructions using qualified personnel and specified equipment. Furnish extra stock and spare parts to Owner. Project owner to be supplied with two sets of wrenches for any specialized hardware.

Set all site furnishings plumb as shown on details.

Protection

Wrappings: Do not remove protective wrappings from furnishings until instructed by Owner's Representative.

20-5.05F Payment

All work under this section shall be per unit (EA) and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in site furnishings, and related incidental work.

^^

21 EROSION CONTROL

Add to section 21-2.01A:

Permanent erosion control work shall consist of applying seed, jute mesh and fiber rolls as specified in this section on all ground areas where the existing vegetation has been disturbed during the performance of the work and other areas designated by the Engineer that have been cleared of vegetation by reason of the work. Permanent erosion control shall be applied as the last item of work and it shall be applied prior to October 15. If any areas designated by the Engineer to receive permanent erosion control materials are not ready or completed prior to October 15, then temporary erosion control measures as specified in Section 13 of the Standard Specifications and these special provisions shall be implement to those areas.

Add to section 21-2.02A:

All materials shall conform to Section 21-2.02, "Materials," of the Standard Specifications.

Add to section 21-2.02R:

Fasteners shall be wood stakes.

Add to section 21-2.03A:

Remove sediment deposits from inside of the existing storm drains and culverts shown on the Plans.

Add to section 21-2.03D

All work under this section shall be paid for per square foot for hydroseeding and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in hydroseeding, and related incidental work.

Add to section 21-2.03D

General: Hydroseeding shall be performed during a windless period using approved equipment and materials. The Contractor shall verify that hydroseeded areas are adequately graded for seed application and free of deleterious material and weeds at the time of planting. Soil shall be left serrated or rough and broken so it can hold seed and retard run-off. **All seeding shall be completed between October 31 and December 15, the approximate beginning of the rainy season. If the project site cannot be seeded during this window, hydroseeding will need to occur the following year between October 31 and December 15 and the 3-year maintenance period for the hydroseeding will begin after that.**

Equipment: Hydraulic equipment shall be reviewed by the City's Representative prior to starting work.

Equipment: Shall have a built-in agitation system and operating capacity sufficient to agitate, suspend and homogeneously mix a slurry of water, fertilizer, fiber, seed and other additives.

Slurry distribution lines: Shall be large enough to prevent clogging and shall be equipped with a set of hydraulic spray nozzles which provide a continuous nonfluctuating discharge and uniform delivery of slurry in prescribed quantities without misses, waste or erosion.

Slurry tank: Shall have a minimum capacity of 1,000 gallons and shall be mounted on a traveling unit which may be drawn by a separate or self-propelled unit in order to properly place the slurry tank and spray nozzle for uniform distribution.

Slurry Preparation: All preparation shall occur on site and materials shall be added in such a manner that they are uniformly blended into the mixture. Slurry shall be completely homogenous before application.

Agitation: With agitation system operating at half speed, water shall be added to the tank, and good circulation established. The seed shall be added first then fiber. The mixture shall be agitated at full speed when the tank is half full.

Additives: Fiber shall not be added until the tank is at least one-third filled with water. Fertilizer and seed mix shall be added at the last practical moment. Total time from the addition of seed to seed discharge shall be less than one hour; if more than one hour, the remainder of the load shall be recharged with seed.

Application: The operator shall spray the areas with a uniform, visible coat using the green color of the wood pulp as a guide. The slurry shall be applied in a sweeping motion, so as to allow the fibers to build on each other until a good coat is achieved and the material is spread at the required rate per acre.

Application Rates: The materials shall be mixed and applied in the approximate proportions:

Materials	**Per Acre**
Fiber	1800 lbs.
Seed Mix	See MATERIALS
Organic 16 20 20 (N P K)	350 lbs. *
Organic Stabilizer	80 lbs.
Water	As needed for application

*Amount for bidding purposes only; see QUALITY CONTROL; Contractor shall fertilize per Soil and Plant Laboratory's recommendation.

Limits of Hydroseeding: The limits indicated on the drawings reflect only part of the area required to be hydroseeded. This area, plus all other areas graded and disturbed by the Contractor shall be hydroseeded. Any compacted or otherwise unsuitably prepared areas within these descriptions shall be scarified and rototilled to prepare the areas for seeding.

Clean-Up: Prior to completion of all operations, Contractor shall remove, wash clean, or otherwise correct any unsightly overspray, trash, excess soil, other debris, or damage. All walks and pavement shall be swept and washed clean, and cleanup operations performed in the general work area as needed to leave the entire area in neat, orderly condition.

Add to section 21-2.03E

Reviews: The Contractor shall specifically request a review by City's Representative of finish grade to receive hydroseeding, and site inspection of seed, and fertilizer, prior to starting work. Certificates shall be submitted to City's Representative prior to review; see following.

Nomenclature: Plant botanical names conform to "Standardized Plant Names", second edition.

Certification:

Seed: Contractor shall furnish the City's Representative with seed supplier's certificate stating quantity, type composition, weight and origin for all seed within five days after award of contract.

Testing: Shall be included in Contractor's cost.

- See section Landscape Soil Preparation, for soil testing requirements.
- Location of soil samples shall be determined by City's Representative.

Schedule: seeding schedule shall be submitted to the City's Representative within fourteen (14) days of the signed contract.

Erosional Control Seed Mix: Seed shall packaged by a commercial seed supplier such as Pacific Coast Seed, Inc. 6144-A Industrial Way, Livermore, CA 94550, (925) 373-4417 (contact David Gilpin) or equal. The seed shall be tagged and labeled in accordance with California Agricultural Code and shall include the following seed proportions.

California Poppy Area:

Species	Per Acre	Minimum Purity/ % Germination
Eschscholzia californica, California Poppy	90 lbs.	95/70

Wetland seed mix shall be applied at the areas identified on the plans as Wetland Grading.

Wetland Seed Mix

Scientific Name	Common Name	Lifeform	Lbs./acre
Herb Stratum			
Agrostis exarata	Spike bentgrass	Perennial grass	2 lbs/acre
Deschampsia caespitosa	Tufted hair grass	Perennial grass	2 lbs/acre
Hordeum brachyantherum	Meadow barley	Perennial grass	2 lbs/acre
Juncus effusus ssp. pacificus	Bog rush	Perennial grass	2 lbs/acre
Juncus patens	Common rush	Perennial grass	2 lbs/acre
Oenanthe sarmentosa	Water parsley	Perennial grass	2 lbs/acre
Potentilla anserina	Silverweed	Perennial grass	2 lbs/acre

Fertilizer: Fertilizer shall be as specified below and shall conform to the applicable state fertilizer laws. It shall be uniform in composition, dry and free flowing and shall be delivered to the site in original, unopened containers, each bearing the manufacturer's guaranteed analysis. Any fertilizer that becomes caked or otherwise damaged, making it unsuitable for use, will not be accepted.

Cellulose Fiber: Fiber shall be colored with a non-toxic, water soluble green dye to provide a visual gauge for metering of material over ground surfaces.

Fiber shall be produced from natural or recycled (pulp) fiber, such as wood chips or similar wood materials or from newsprint, chipboard, corrugated cardboard or a combination of these processed materials, and shall be free of synthetic or plastic materials. Fiber shall not contain more than 7 percent ash as determined by the Technical Association of the Pulp and Paper Industry (TAPPI) Standard T-413, shall contain less than 250 parts

per million boron, and shall be otherwise nontoxic to plant or animal life.

Fiber shall have a water holding capacity by weight of not less than 1,200 percent as determined by the procedure used in the Department's Final Report, CA-DOT-TL-2176-1-76-36, "Water-holding Capacity for Hydromulch", available at the Transportation Laboratory, 5900 Folsom Boulevard, Sacramento, CA 95819.

Fiber shall be of such character that the fiber will disperse into a uniform slurry when mixed with water. Water content of the fiber before mixing into slurry shall not exceed 15 percent of the dry weight of the fiber. The percentage of water in the fiber shall be determined by California Test 226. Commercially packaged fiber shall have the moisture content of the fiber marked on the package. Fiber shall be colored to contrast with the area on which the fiber is to be applied and shall not stain concrete or painted surfaces.

A Certificate of compliance for fiber shall be furnished to the City's Representative.

Organic Stabilizer: Stabilizer shall be a biodegradable tacifier, nontoxic to plant or animal life, such as Sentinel or M Binder.

Water: Provided by Contractor.

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22 FINISHING ROADWAY

Add to section 22-1.01

Finishing roadway shall conform to the provisions in Section 22, "Finishing Roadway," of the Standard Specifications.

Add to section 22-1.02

Aggregate base shall be Class 2 Aggregate Base and shall conform to the provisions and grading requirements of Section 26 of the Standard Specifications for 3/4 inch maximum sized aggregate. Aggregate base shall be placed, moisture conditioned, graded, and compacted to the grades or limits shown on the Plans.

Add to section 22-1.03

Construction of the new aggregate base shall conform to Section 26 of the Standard Specifications. Grading shall comply with the requirements of Section 19, "Earthwork," of the Standard Specifications. During any grading operations, the Contractor is specifically directed to Subsection 5-1.36 "Property and Facility Preservation" The Contractor shall protect any items, facilities, or improvements, as necessary, in order to avoid causing damage.

The existing subgrade material below the new aggregate base shall be ripped, scarified, moisture conditioned to optimum moisture content, and compacted to a minimum of 95 percent relative compaction.

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DIVISION IV SUBBASES AND BASES

23 GENERAL

Not Used

^^

24 STABILIZED SOILS

Not Used

^^

25 AGGREGATE SUBBASES

Not Used

^^

26 AGGREGATE BASES

Add to section 26-1.02B:

Aggregate base shall conform to Section 26-1.02B, “Class 2 Aggregate Base,” of the standard specifications. The grading shall be to the lines, grades, and thickness where called for in the plans, these Special Provisions or as direct by the Engineer.

Add to section 26-1.03:

Grading shall comply with the requirements of Section 19, “Earthwork,” of the Standard Specifications. During any grading operations, the Contractor is specifically directed to Section 5-1.36, “Property and Facility Preservation”. The Contractor shall protect any items, facilities, or improvements, as necessary, in order to avoid causing damage.

During any grading operations, the Contractor is directed to Section 7, “Legal Relations and Responsibility to the Public.” The Contractor shall protect any items, facilities, or improvements, as necessary, in order to avoid causing damage.

The existing subgrade material below the new aggregate base shall be prepared as described in Section 19 of these special provisions.

Replace section 26-1.04 with:

Measurement and payment for Class 2 Aggregate Base shall be measured and paid for by the cubic yard furnished and compacted in-place, based on the lines and grades shown on the plans. The contract unit cost shall be considered full compensation for furnishing all labor, materials, tools, equipment, transportation, and incidentals; and for performing placement, compaction, and all of the work involved as detailed in the Standard Specifications, these Special Provisions, and the plans.

No additional allowance will be made unless the dimensions as shown on the plans are changed by the City’s Representative. Payment for aggregate base for structural asphalt paving sections and trail shoulders shall be paid for as “Class 2 Aggregate Base” and shall conform to Section 26-1.02B of the Standard Specifications and quantities shall be final pay quantities stated in the Bid Schedule.. Aggregate base used for trench backfill, base for concrete pavement and other structures will not be paid directly but will be considered paid under their respective contract items.

^^

27 CEMENT TREATED BASES

Not Used

^^

28 CONCRETE BASES

Not Used

^^

29 TREATED PERMEABLE BASES

Not Used

^^

30 RECLAIMED PAVEMENT

Not Used

^^

31–35 RESERVED

Not Used

^^

DIVISION V SURFACINGS AND PAVEMENTS

36 GENERAL

Not Used

^^

37 SEAL COATS

Not Used

^^

38 RESERVED

Not Used

^^

39 ASPHALT CONCRETE

Add to section 39-1.01:

All asphalt concrete materials shall be as specified in Section 39-2, “Hot Mix Asphalt,” of the Standard Specifications; these Special Provisions; and the plans and typical sections.

This work includes producing and placing Hot Mix Asphalt (HMA) using the STANDARD process, in accordance with Section 39-2, “Hot Mix Asphalt” of the Standard Specifications, these Special Provisions, and the plans. Work to be performed under this Section covers all labor, materials, tools, equipment, transportation and incidentals necessary to construct asphalt concrete pavements as specified on the plans.

Replace section 39-2.01B(1) with:

1/2 inch Type A HMA mix shall be used and shall not include crumb rubber unless modified by the City’s Representative.

The asphalt binder grad**e** shall be PG 64-16 conforming to Section 92, “Asphalt Binders,” of the Standard Specifications.

Tack coat shall be emulsified asphalt Grade RS-1, SS-1, or SS-1h and shall conform to Section 94, “Asphaltic Emulsions”, of the Standard Specifications.

Contractor Quality Control Testing will be in accordance with the City’s Quality Assurance Plan and these Special Provisions.

Each delivery ticket shall include information on the material type, binder type, oil content, and the mix design number. Material delivered to the project without such annotations shall be subject to rejection.

Add to section 39-2.01C(1) with:

Spread and compact HMA in accordance to Section 39-2.01(C)(1) of the Standard Specifications and these Special Provisions, to the thickness specified on the plans.

HMA pavement shall be installed to maintain or provide positive drainage. The ponding of water in excess of 1/8" will not be allowed. HMA pavement placed that results in the ponding of water in excess of 1/8" shall be removed and replaced at Contractors expense. At City's request, Contractor shall provide and apply sufficient water to pavement to determine whether pavement provides adequate surface drainage.

Provide tack coat to all vertical surfaces (curbs, gutters, construction joints existing pavements, etc.) against which new HMA paving is placed. Failure to provide tack coat as required may result in a reduction of payment made for HMA.

Surface shall be non-slip.

Replace section 39-2.01D with:

HMA for roadway and trail pavements will be measured by the mass (TON) as determined from certified weigh tickets delivered to and signed by the City's Representative on site. HMA for driveway transitions will be measured and paid on the square foot basis. HMA will be paid for at the contract price for HMA furnished and placed per the lines and grades shown on the plans, and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in constructing HMA, complete in place, and placement of temporary raised pavement markers, as shown on the plans and as specified in the Standard Specifications and these special provisions, and as directed by the City's Representative and no additional compensation will be allowed therefor. Payment for HMA shall be paid for under the respective payment items for "Hot Mix Asphalt".

No payment will be made for the correction of deficiencies in construction. No payment will be made for over-run quantities unless pre-approved by the City. The collection and signing of weight tickets shall not either constitute or construe acceptance or approval of over-run quantities.

Add to section 39-2.04C:

Trail Subgrade should be scarified to a minimum of 8 inches and moisture-conditioned as necessary. The scarified soil should be compacted to a minimum 95% relative compaction per ASTM D1557 test procedure.

^^

40 CONCRETE PAVEMENT

Concrete pavement shall meet the requirements of this section.

^^

41 CONCRETE PAVEMENT REPAIR

Not Used

^^

42 GROOVE AND GRIND CONCRETE

Not Used

^^

43–44 RESERVED

Not Used

^^

DIVISION VI STRUCTURES

45 GENERAL

Not Used

^^

46 GROUND ANCHORS AND SOIL NAILS

Not Used

^^

47 EARTH RETAINING SYSTEMS

Add to section 47-2.01A:

You may use an alternative earth retaining system for the mechanically stabilized embankment shown on the plans. The alternative system must comply with section 47-6.

The approved type of Earth Retaining Structure as shown on the plans is:

Welded Wire Wall – as manufactured by the Hilfiker Company, Eureka, or approved equal.

All work and materials shall conform to the manufacturer's specifications and instructions and as directed by the Engineer. Existing in-place material shall not be used for structure backfill.

Add to section 47-2.02C:

Structure backfill shall exhibit an angle of internal friction of not less than 34 degrees, as determined by the standard direct shear test ASTM D-3080-72 (AASHTO T-236), utilizing a sample of the material compacted to 90% percent of ASTM D-1557-92. Contractor shall provide representative sample of proposed material for testing by the County. No testing is required for backfill where 80 percent of the material is greater than ¾ inch (19 mm).

Add to section 47-2.04:

Mechanically stabilized embankment will be measured and paid for by the face square foot for the as-constructed wall. The price paid per square foot includes full compensation for all the work and materials required, including structure excavation, structure backfill, subgrade materials, and the subdrainage items. Work and materials not included in this item are roadway excavation, embankment, and trail section materials.

Add to section 47-6.01A:

The alternative earth retaining system must be one of the systems shown in the following table:

Proprietary earth retaining system	Web site/e-mail	Address	Telephone no.

Welded Wire Wall (Steel mesh soil reinforcement with welded wire mesh facing)	http://www.hilfiker.com	HILFIKER RETAINING WALLS 1902 HILFIKER LN EUREKA CA 95503-5711	(707) 443-5093 (800) 762-8962
Reinforced Earth – 5 ft cruciform (Steel strap soil reinforcement with 5 ft cruciform concrete face panels)	http://www.reinforcedearth.com	THE REINFORCED EARTH COMPANY 1660 HOTEL CIR N STE 304 SAN DIEGO CA 92108-2803	(619) 688-2400
Reinforced Earth – 5 ft square (Steel strap soil reinforcement with 5 ft square concrete face panels)	http://www.reinforcedearth.com	THE REINFORCED EARTH COMPANY 1660 HOTEL CIR N STE 304 SAN DIEGO CA 92108-2803	(619) 688-2400
Retained Earth (Steel mesh soil reinforcement with 5 ft square concrete face panels)	http://www.reinforcedearth.com	THE REINFORCED EARTH COMPANY 1660 HOTEL CIR N STE 304 SAN DIEGO CA 92108-2803	(619) 688-2400
MSE Plus – 5 ft square (Steel mesh soil reinforcement with 5 ft square concrete face panels)	http://www.mseplus.com	SSL 4740 SCOTTS VALLEY DR STE E 209 SCOTTS VALLEY CA 95066-4240	(831) 430-9300
MSE Plus – 5 by 6 ft (Steel mesh soil reinforcement with 5 ft high by 6 ft wide concrete face panels)	http://www.mseplus.com	SSL 4740 SCOTTS VALLEY DR STE E 209 SCOTTS VALLEY CA 95066-4240	(831) 430-9300
ARES – 9 by 5 ft (Geogrid soil reinforcement with 9 ft wide by 5 ft high concrete face panels)	http://www.tensarcorp.com	TENSAR INTERNATIONAL CORPORATION 2500 NORTHWIND PKWY STE 500	(770) 344-2000

		ALPHARETTA GA 30009-2247	
Landmark Reinforced Soil Wall System (Geogrid soil reinforcement with modular concrete block facing at a 4 degree batter)	dsandri@anchorwall.com	ANCHOR WALL SYSTEMS INC 2525 COSTERO MAGESTUOSO SAN CLEMENTE CA 92673-6424	(949) 363-6663
KeySystem 1 (Steel wire grid soil reinforcement with a modular concrete block facing.)	http://www.keystonewalls.com	KEYSTONE RETAINING WALL SYSTEMS 4444 W 78TH ST MINNEAPOLIS MN 55435-5406	(952) 897-1040
Verdura Segmental Retaining Wall System (Geogrid soil reinforcement with modular concrete block facing at a 14 degree finished slope face.)	http://www.soilretention.com	SOIL RETENTION PRODUCTS 2501 STATE ST CARLSBAD CA 92008-1624	(800) 346-7995
Mesa Retaining Wall System (Geogrid soil reinforcement with modular concrete block facing at a 4 degree batter or vertical.)	http://www.tensarcorp.com	TENSAR INTERNATIONAL CORPORATION 2500 NORTHWIND PKWY STE 500 ALPHARETTA GA 30009-2247	(770) 344-2000

Add to the end of section 47:

47-7 CONCRETE MODULAR RETAINING WALLS

47-7.01 GENERAL

Concrete modular retaining wall construction shall conform to the details shown on the plans and these Special Provisions.

47-7.02 MATERIALS

Retaining wall blocks shall be Keystone Compac blocks or approved substitute. Block color shall be specified by City. Wall units shall have a minimum 28 day compressive strength of 3,000 PSI and shall have maximum moisture absorption of 6 to 8%.

Wall unit connecting pins shall be ½" diameter non-corrosive fiberglass rods with a minimum flexural strength of 128,000 PSI and short beam shear of 6,400 PSI.

Mirafi 140N Geotextile or approved equivalent shall be installed around the free draining backfill as shown on the plans and in accordance with the manufacturer's recommendations.

Backfill shall be free draining rock and native as shown on the plans. Free draining backfill shall be ¾" crushed stone or coarse gravel with no more than 5% passing the No. 200 sieve.

Plastic pipe must comply with the specifications for pipe for edge drains and edge drain outlets in section 68-4.

47-7.03 CONSTRUCTION

All cap units shall be secured with cap adhesive. Cap adhesive shall be "liquid nails" construction adhesive or approved equivalent conforming to UN-STD l8O4, ASTM 2339-7O and FHA UM-6O.

Leveling pad shall be 6" Class II aggregate base at 95% compaction.

Construct the wall in accordance to the manufacturer's recommendations. These Special Provisions take precedence over any conflicts between the manufacturer's specifications and details and these plans and specifications.

Construct the concrete modular retaining wall system shown on the plans to the lines and grades established by the inspector. All material, including concrete modular units, fiberglass doweling pins, and cap unit seal shall conform to the manufacturer's specifications. Tolerances shall follow the manufacturer's recommendations as approved by the Engineer.

Your attention is directed to section 15-1.01 Preservation of Property.

The first course of concrete wall units shall be checked for levelness and alignment and to ensure that units are in full contact with leveling pad. Units shall be placed side by side for full length of wall.

Alignment may be accomplished by means of a string line offset from a baseline.

Where the wall changes elevation, units shall be stepped with grade as shown on the plans.

Construction adhesive shall be used to provide permanent connection of caps to wall units. Apply adhesive to top surface of lower course prior to placing cap unit into position.

Backfill material shall be placed in 8” lifts and compacted to 95% relative compaction.

Install fiberglass connecting pins and fill all voids with unit fill material. Tamp unit fill. Sweep all excess material from top of units and install next course. Ensure wall units of each course are completely filled with unit fill material and that the backfill has been placed and compacted prior to proceeding to next course.

Ensure that connecting pins protrude a minimum of 1” into the next course. Two pins are required per unit. Pull upper unit forward (away from the embankment) against the pins protruding from the lower course to achieve 1” unit setback.

Only hand operated equipment shall be allowed within 3’ of the back surface of the retaining wall units.

Backfill shall be placed from the wall rearward into the embankment to ensure that the geogrid or geotextile remains taut.

Backfill shall be placed, spread and compacted in such a manner that minimizes the development of slack or loss of pretention of the geogrid.

^^

48 TEMPORARY STRUCTURES

Not Used

^^

49 PILING

Not Used

^^

50 PRESTRESSING CONCRETE

Not Used

^^

51 CONCRETE STRUCTURES

Add to section 51-1.01:

General
Concrete Structures shall conform to the provisions of Section 51 “Concrete Structures”, Section 52 “Reinforcement”, Section 90 “Concrete”, all of the Standard Specifications, applicable portions of the most recent version of the City of Ukiah Standard Plans & Specifications and these Special Provisions.

Replace section 51-1.01C(1) with:

Submittals shall include the following:

A. Shop Drawings: Indicate pertinent dimensioning, location of construction joints, and pouring sequence. Indicate reinforcement sizes, spacing, locations, and quantities, bending and cutting schedules.
B. Design Data: Submit mix designs per Section 90-1.01C.
C. Product Data: Indicate admixtures, anchors, grout, and epoxy grout.

D. Deck placement plan for concrete bridge deck.

Add to section 51-1.02B:

Concrete Foundations:

A. Concrete shall have a 28-day compressive strength of 4,000 psi and shall be per Section 90.
B. Portland cement shall be type V.
C. Reinforcement shall be conform to ASTM A 615/A 615M, Grade 60, per Section 52.
D. Welded wire shall conform to ASTM A1064 / A1064 M, per Section 52.
E. Structure Backfill material shall conform to the provisions in Section 19-3.02B "Structure Backfill" of the Standard Specifications and shall be placed behind the wingwalls and footings as shown on the plans.

ADD ALTERNATIVE (beg)

Bridge Decks

A. Concrete for concrete bridge decks must contain polymer fibers. Each cubic yard of concrete must contain at least 1 pound of microfibers and at least 3 pounds of macrofibers.
B. Concrete for concrete bridge decks must contain a shrinkage reducing chemical admixture. Each cubic yard of concrete must contain at least 3/4 gallon of a shrinkage reducing admixture. If you use the maximum dosage rate shown on the Authorized Material List for the shrinkage reducing admixture, your submitted shrinkage test data does not need to meet the shrinkage limitation specified.
C. Replace the 2nd paragraph of section 51-1.03H with:
   Cure the top surface of bridge decks by (1) misting and (2) the water method using a curing medium under section 90-1.03B(2). After strike off, immediately and continuously mist the deck with an atomizing nozzle that forms a mist and not a spray. Continue misting until the curing medium has been placed and the application of water for the water method has started. At the end of the curing period, remove the curing medium and apply curing compound on the top surface of the bridge deck during the same work shift under section 90-1.03B(3). The curing compound must be curing compound no. 1.

Delete the 4th paragraph of section 51-1.03H.

Add to section 51-1.04:

All **Reinforcement** shall be included in the unit cost for **Concrete Structures** including all labor, tools, and materials.

ADD ALTERNATIVE (end)

^^

52 REINFORCEMENT

Add to section 52-1.01A:

This work includes furnishing and placing reinforcement for street light pole standard foundations, bridge footings, and other miscellaneous concrete structures.

Replace section 52-1.04 with:

All **Reinforcement** will be paid under the unit cost for **Structural Concrete** including all labor, tools and materials. No additional payment will be made separately for **Reinforcement**.

^^

53 SHOTCRETE

Not Used

^^

54 WATERPROOFING

Not Used

^^

55 STEEL STRUCTURES

ADD ALTERNATIVE (beg)

Replace Fasteners Table in section 55-1.02D(1) with:

Fasteners

Material	Specification
Steel fastener components for general applications:	
Anchor bolts	ASTM F1554, Grade 105[a]
HS bolts and studs	ASTM A449, Type 3 [a]
HS threaded rods	ASTM A449, Type 3 [a]
HS nonheaded anchor bolts	ASTM F1554, Grade 105, Class 2A [a]
Nuts	ASTM A563, including appendix X1[b]
Washers	ASTM F844
Hardened washers	ASTM F436, Type 3, including S1 supplementary requirements
Components of HS steel fastener assemblies for use in structural steel joints:	
Bolts	ASTM A325, Type 3
Tension control bolts	ASTM F1852, Type 3
Nuts	ASTM A563, including appendix X1[b]
Hardened washers	ASTM F436, Type 3, Circular, including S1 supplementary requirements

[a]Use hardened washers.

[b]Zinc-coated nuts tightened beyond snug or wrench tight must be furnished with a dry lubricant complying with supplementary requirement S2 in ASTM A563.

Replace section 55-1.02E(7)(c) Steel Pedestrian Bridges with:

55-1.02E(7)(c) Prefabricated Steel Pedestrian Bridges 55-1.02E(7)(c)(i) General

The prefabricated pedestrian bridge must conform to the all provisions of Section 55 unless noted otherwise in section 55-1.02E(7)(c).

The prefabricated bridge design for the pedestrian overcrossing must comply with the LRFD Guide Specifications for Design of Pedestrian Bridges, 2nd Edition by the American Association of State Highway and Transportation Officials (AASHTO), dated 2009, and the AASHTO LRFD Bridge Design Specifications, 6th Edition and Caltrans amendments, current version.

You must provide continuous inspection when any welding is being performed under section 11-2. Refer to section 11-2 for other requirements.

The bridge manufacturer shall warrant their steel structure to be free of design, material and workmanship defects for a period of ten years from the date of delivery.

55-1.02E(7)(c)(ii) Submittals

Submit design calculations showing all stresses and deflections for dead and live loads to the Engineer for review along with shop drawings showing all structural members and connections. Calculations and shop drawings must be signed by a registered civil engineer of the State of California.

Submit written inspection and maintenance procedures to be followed by the bridge owner to meet the requirements of the warranty.

Submit proposed erection procedures including proposed crane manufacturer's data sheets and proposed locations for cranes and other equipment during lifting.

55-1.02E(7)(c)(iii) Source Quality Control

Proposed suppliers must have at least 5 years experience designing and fabricating these type structures and a minimum five (5) successful bridge projects of similar construction, each of which has been in service at least three (3) years.

All workmanship, fabrication and shop connections must be in accordance with the applicable requirements of the Specifications for Design, Fabrication and Erection of Structural Steel for Buildings by the American Institute of Steel Construction (AISC), latest edition, and the latest edition of the AASHTO LRFD Bridge Design Specifications. In case of conflict, the most stringent requirement shall govern.

55-1.02E(7)(c)(iv) Design Requirements

Design the bridge for a 90 psf uniform live loading on the full deck area in accordance with AASHTO LRFD Guide Specifications for Design of Pedestrian Bridges (2009). In addition, the bridge must be designed for one 20,000 pound vehicle load (H10) in accordance with AASHTO LRFD Guide Specifications.

Welded tubular structure design must comply with the Structural Welding Code (ANSI/AWS D1.1).

Deflection due to service live load must not exceed 1/360 of span length.

The horizontal deflection of the structure due to lateral wind loads shall not exceed 1/500 of the span under a 35 PSF wind load.

Seismic design of the bridge must comply with "The Guide Specification for Seismic Design of Steel Bridges", First Edition, December 2001 (Caltrans). The design spectral acceleration must be the peak of the ARS curve shown on the plans.

Pedestrian safety railing for the pedestrian bridge must consist of continuous full length steel safety rails on both sides as shown on the plans. Safety rails must have a clear spacing sufficient to prevent passage of a 4" sphere between rails. The uppermost rail must be a 2"x8" (nominal) smooth wood rub rail, the top of which is 4'-6" above finish deck surface. All rails must be attached to the interior side of structure posts. A full length steel toe plate must be provided on each side of the structure.

The bridge must be cambered at midspan as shown on the plans. Amount of camber must be determined by Contractor and approved by the Engineer.

55-1.02E(7)(c)(v) Materials

Bridge material must be high strength, self-weathering, low alloy, atmospheric corrosion-resistant ASTM A242 or ASTM A588 steel for plates and structural shapes and ASTM A500 or ASTM A847 for tubular sections (Fy=50,000 psi).

Corrosion resistant steel must not be painted. All exposed surfaces of corrosion-resistant steel must be cleaned in accordance with Steel Structures Painting Council Surface Preparation Specifications No. 6, Commercial Blasting Cleaning, SSPC-SP 6 latest edition, and protected against damage and surface contamination with oil, paint, mud, etc. If contamination results in non-uniform weathering, reblast the exposed surface.

Shop welding must comply with section11 and utilize E80 series electrodes which have the same weathering characteristics as corrosion resistant steel. Welding must be performed by certified welders per AWS

"Standard Qualification Procedure" to perform type of work required. All welding must be in conformance with AWS Welding Code and must be done in an AISC Major Intermediate Bridge certified fabrication shop.

All bolted connections, including field bolted connections, must be made with high-strength steel fastener assemblies and must be tensioned as a slip critical connection. Submit to the Resident Engineer for review the proposed method for tensioning bolts in field bolted splice connections 3 weeks prior to scheduled bolt installation.

Elastomeric bearing pads and bearing assemblies must comply with section 51-3.02. Non-shrink grout shall be a pre-mixed, high strength, non-metallic flowable grout meeting the requirements of ASTM C1107 Grade B or C with 6000 psi minimum compressive strength at 7 days.

Permanent steel deck forms and supports must be steel conforming to the requirements in ASTM Designation: A653/A653M (Designations SS, Grades 33 through 80) having a coating designation G165. The forms must be mortar-tight, true to line and grade, and of sufficient strength to support the loads applied.

Permanently exposed galvanized form surfaces that are abraded or damaged prior to installation must be repaired by thoroughly wire brushing the damaged areas and removing all loose and cracked coating, after which the cleaned areas must be painted with 2 applications of silver colored unthinned zinc-rich primer and must be on the Caltrans Prequalified Product List at:

http://www.dot.ca.gov/hq/esc/approved_products_list/

Concrete for bridge decks must conform to sections 51 and 90 and have a minimum 28-day compressive strength not less than 4,000 pounds per square inch. Concrete for bridge decks must contain polymer fibers and shrinkage reducing admixture per section 51. Concrete decks must be reinforced per the plans or per Manufacturer recommendations, whichever is greater.

Wood rub rail must be naturally durable hardwood Ipe (Tabebuia Spp Lapacho Group). All planks must be partially air dried to a moisture content of 20% or higher, and shall be supplied S4S (surfaced four sides), E4E (eased four edges), with the edges eased to a radius of 1/8”. Measured at 25% moisture content, the width and thickness shall not vary from specified dimensions by more than ± 0.125” and ±0.0625”, respectively. All planks must be supplied with the end sealed with “Anchorseal” Mobil CER-M or an equal aquious wax log sealer.

All planks must be graded as FEQ (First Export Quality), clear all heart, as follows:

1. Lumber must be graded both faces and both edges.
2. Lumber must be straight grained, maximum slope of grain to be 1:10.

Fasteners for wood rub rail shall be grade 316 stainless steel with ¼” minimum diameter.

55-1.02E(7)(c)(vi) Quality Control and Assurance

The bridge must be inspected by a Certified Weld Inspector that is qualified under the AWS QC-1 program. This inspection must include as a minimum requirement the following: review of shop drawings, weld procedures, welder qualifications and weld testing reports, and visual inspection of welds. A report must be produced indicating the above items were reviewed. The report must be signed by the CWI, signifying compliance with AWS D1.1 codes.

Nondestructive weld testing must be performed as follows:

1. All welds to be visually inspected.
2. Ten percent (10%) of all welds to be magnetic particle tested.
3. Ultrasonic testing of 25% of all bottom chord full-penetration welds.

4. Radiographic or ultrasonic testing of all other chord-full-penetration welds.

Submit inspector certifications and all test reports to the Resident Engineer. You must pay all costs associated with welding inspection and nondestructive testing to be performed.

Furnish the Resident Engineer with a copy of all mill orders, certified mill test reports and a certificate of compliance for all fabricated structural steel to be used in the work. Welder qualification and a certificate of compliance that all welding conforms to AWS Welding Code must also be provided.

55-1.02E(7)(c)(vii) Construction

Erection of prefabricated bridges must conform to Section 55-1.03.

You are responsible for unloading the prefabricated bridge from the delivery truck when it arrives at the job site from the manufacturer, bolting field splice connections, and placing the prefabricated bridge on the bridge foundations.

Place the prefabricated bridge on the bridge foundations in conformance with the plans and technical specifications. Exercise extreme care in handling, moving and erecting operations to avoid twisting, racking or other distortion that would result in damage to the bridge. The bridge lift points must be at the points specified by the bridge manufacturer and shown on the shop drawings submitted for review.

Non-shrink grout must be poured after the prefabricated bridge and bearing assemblies are in their final location.

The surface of deck concrete shall be finished with a transverse rough broomed finish.

55-1.02E(7)(c)(viii) Payment

If a portion or all of the structural steel is fabricated more than 300 airline miles from San Francisco, additional shop inspection expenses will be sustained by the AGENCY. Whereas it is and will be impracticable and extremely difficult to ascertain and determine the actual increase in these expenses, it is agreed that payment to the Contractor for furnishing the structural steel from each fabrication site located more than 300 airline miles from San Francisco will be reduced $5,000, or in the case of each fabrication site located more than 3,000 airline miles from San Francisco, payment will be reduced

$8,000.

55-11.04 PAYMENT

Measurement and payment for the Pre-Engineered bridge shall be measured and paid for on a per unit basis as described in this section.

ADD ALTERNATIVE (end)

^^

56 OVERHEAD SIGN STRUCTURES, STANDARDS, AND POLES

Not Used

^^

57 WOOD AND PLASTIC LUMBER STRUCTURES

Not Used

^^

58 SOUND WALLS

Not Used

^^

59 STRUCTURAL STEEL COATINGS

Not Used

^^

60 EXISTING STRUCTURES

Not Used

^^

DIVISION VII DRAINAGE

61 GENERAL

Not Used

^^

62-63 RESERVED

Not Used

^^

64 PLASTIC PIPE

Add to section 64-2.02C:

Plastic storm drain pipe shall be Type S corrugated high density polyethylene (HDPE).

Add to section 64-2.03A:

Prior to the start of excavation the Contractor shall pothole to determine the exact horizontal and vertical location of all crossing utilities. Potholing shall consist of excavating with hand tools to whatever depth necessary in the proposed trench line for a distance of up to two feet on either side of all apparent utility crossings as indicated by the Plans and by the USA mark-outs until the exact location of all utilities is established. If a marked utility cannot be located within four feet on either side of the USA mark-out, the Contractor shall immediately contact Underground Service Alert to re-mark the utility and notify the Engineer.

^^

65 CONCRETE PIPE

Add to section 65-1.04:

Payment for installation of concrete pipe couplers will be included in the unit cost for Concrete Pipe.

^^

66 CORRUGATED METAL PIPE

Add to section 66-1.04:

Payment for procurement and installation of pipe coupling bands will be included in the unit cost for

Corrugated Metal Pipe.

^^

67 STRUCTURAL PLATE CULVERTS

Not Used

^^

68 SUBSURFACE DRAINS

Add to section 68-2.02F(1):

Permeable material for retaining wall drains and bridge abutment and wingwall drains shall be Class 2 Permeable Material in conformance with 68-2.02F(3).

Replace the second paragraph of section 68-2.02G:

At bridge abutments, wingwalls, and retaining walls, filter fabric for underdrains must be Class A.

^^

69 OVERSIDE DRAINS

Not Used

^^

70 MISCELLANEOUS DRAINAGE FACILITIES

Not Used

^^

71 EXISTING DRAINAGE FACILITIES

Add to section 71-5.03B:

The concrete around all adjusted frames, covers, grates and manholes shall be left one and one-half (1-1/2”) inches lower than the adjacent pavement. The concrete surface shall be tack coated with 0.10 gallons per square yard and paved with ½ inch Type A HMA. Immediately after placement, the surface shall be sand sealed.

The surface adjusted facilities shall be true to the new pavement surface to within one-eighth inch (1/8”) deviation. This tolerance shall apply in a single direction only, either up or down. In addition, the adjusted facility shall not vary by the high tolerance on one side and the low tolerance on the other (i.e. the total aggregated tolerance on both sides shall be limited to the 1/8” inch variation). This variation shall apply to the adjacent patch paving around the facility as well such that neither the paving nor the facility vary by more than the stated tolerance.

^^

DIVISION VIII MISCELLANEOUS CONSTRUCTION

72 SLOPE PROTECTION

Replace section 72-2.04 with:

RSP is paid by the cubic yard. The payment quantity is the volume determined from the dimensions shown on

plans.

^^

73 CONCRETE CURBS AND SIDEWALKS

Replace section 73-1.02B with:

Pedestrian curb ramp detectable warning surface shall consist of raised truncated domes constructed with pedestrian ramps in conformance with the details shown on the Plans and described in these special provisions.

The detectable warning surface shall be Vitrified Polymer Composite (VPC) Cast-In-Place Detectable/Tactile Warning Surface Tiles, and shall be an epoxy polymer composition with an ultra violet stabilized coating employing aluminum oxide particles in the truncated domes. Detectable warning surface shall be Armor-Tile cast-in-place detectable warning surface or approved equal.

Submit manufacturer's literature describing products, specifications, installation procedures and routine maintenance. Install in strict accordance with manufacturer's written installation procedures.

The color of the detectable warning shall be yellow conforming to Federal Standard 595B, Color No. 33538.

The finish surface of the detectable warning surface shall be free from blemishes. No cutting of the tiles will be allowed. Installation will be per manufacturer's instructions or as directed by the Engineer.

The manufacturer shall provide a written 5-year warranty for prefabricated detectable warning surfaces, guaranteeing replacement when there is a defect in the dome shape, color, fastness, sound-on-cane acoustic quality, resilience, or attachment. The warranty period shall begin upon final acceptance of the project.

Add before the 1st paragraph in section 73-3.03:

Before placing concrete, verify that forms and site constraints allow the required dimensioning and slopes shown. Immediately notify the Engineer if you encounter site conditions that will not accommodate the design details. Modifications ordered by the Engineer are change order work.

Add after the last paragraph in section 73-4-02:

Welded wire fabric, of a size and type appropriate for use, shall be placed in conformance to the provisions in Section 52, "Reinforcement," of the Standard Specifications.

Curing compound shall be used in conformance to the provisions in Section 90-1.03B(3), "Curing Compound Method," of the Standard Specifications.

^^

74 PUMPING EQUIPMENT AND CONTROLS

Add to section 74-5:

Water Tanks

Water tanks shall be 5000 gallon capacity and 8.5 ft diameter and meet ASTM D1998 requirements. Contractor shall submit material to City for approval prior to installation.

Payment shall include all labor and materials required for installation and Water Tanks will be paid for by Each.

^^

75 MISCELLANEOUS METAL

Not Used

^^

76 WELLS

Not Used

^^

77 LOCAL INFRASTRUCTURE

Not Used

^^

78 INCIDENTAL CONSTRUCTION

Not Used

^^

79 RESERVED

Not Used

^^

ADD ALTERNATIVE (beg)

80 FENCES

Add to section 80-3.01:

Chain link fences shall conform to the provisions in Section 80-3, "Chain Link Fences," of the Standard Specification.

ADD ALTERNATIVE (end)

Add to section 80-10.02:

Gate at Animal Shelter shall be chain link roller gate with lock. Contractor shall submit type for review and approval. Payment shall be per Section 80-10.04.

^^

DIVISION IX TRAFFIC CONTROL FACILITIES

81 MISCELLANEOUS TRAFFIC CONTROL DEVICES

Not Used

^^

82 SIGNS AND MARKERS

Add to section 82-3.01:

This work includes furnishing and installing roadside signs in conformance with Section 82-3 “Roadside Signs” of the Standard Specifications, these construction details, and as shown on the drawings.

Add to section 82-9.03A:

In paved areas, the metal post shall be removed, the foundation removed to 4 inches below grade, and the surface repaired. In unpaved areas, metal posts and foundations shall be removed in their entirety and the hole backfilled where the post and foundation has been removed. Relocate roadside signs to locations shown on the Plans.

The funding sign shown below must be installed at the beginning of the project prior to any construction on the project.

Interpretive sign as shown on the Plans shall be identified as follows:

Types of Signs

1) A sign is required during construction.
2) A sign must be posted upon completion (1 & 2 could be the same if sign is durable)

Language for Signs

All signs will contain the following minimum language:

Great Redwood Trail – Phase 4

Another project funded by California Climate Investments through the California Natural Resources Agency's

Urban Greening Program

GAVIN NEWSOM, GOVERNOR
Wade Crowfoot, Secretary for Natural Resources

The authorized representative of the City may also be added. The sign may also include the names (and/or logos) of other partners, funding organizations, individuals and elected representatives. This shall be provided by the City.

Logo

All signs must contain a universal logo for California Climate Investments and the Urban Greening Program logo (see the box to the right). The logos are available at http://resources.ca.gov/grants/logo-art/.The logos must be mounted in an area to maximize visibility and durability. Each side of the logo must be a minimum of 1'X1' -- exceptions may be approved when appropriate.

Sign Construction

All materials used shall be durable and resistant to the elements and graffiti. The California Department of Parks and Recreation and California Department of Transportation standards can be used as a guide for gauge of metal, quality of paints, mounting specifications, etc. Sign mock up shall be provided to City for approval prior to manufacture. Sign shall be a minimum of 30” x 30”.

Sign Duration

Project signs must be in place for a minimum of four (4) years from date of project completion.

Add to section 82-3.04B:

Payment for **LED BORDER ENHANCED TRAIL SIGN** shall be paid in accordance with this Section.

^^

83 RAILINGS AND BARRIERS

Add to section 83-2.08B:

Submit shop drawings of tubular handrails and handrail anchoring, including details of fabrication, welds and bolting.

^^

84 MARKINGS

Add to section 84-2.01A:

All pavement legends and traffic striping shall be applied in thermoplastic, unless otherwise noted.

Add to section 84-2.02B:

Thermoplastic material shall be TMT-Pathway “Duraline” hydrocarbon thin mil sprayable thermoplastic traffic marking material (1031TW and 1032TY meets State of California PTH392B), or approved equivalent. Placement shall be performed as directed by the manufacturer and at locations shown on the Plans.

Legends and arrows shall be pre-formed, thermoplastic pavement markings and shall be Premark 20/20 Flex Plus, or approved equivalent. Placement shall be performed as directed by the manufacturer and at locations shown on the Plans.

Add to section 84-2.03A:

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

The Contractor shall be responsible for accurately referencing out and replacing the lines and positions of all traffic lines, directional lines, arrows, and other markings in accordance with the Plans. This shall occur no later than two hours behind the final surface course paving operation.

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

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

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

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

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

Failure to comply with these requirements shall result in a liquidated damage of $150 per day for each street that has not received permanent installation of the required raised pavement markers, traffic striping, and markings.

Add to section 84-2.03B:

In areas adjacent to the reconstructed surfacing where existing striping must be changed to conform to a revised striping pattern, conflicting striping shall be removed by sand blasting, grinding, or other methods as specified in the Standard Specifications or by the Engineer. Removal of existing striping and markings shall not materially damage the underlying pavement.

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

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

Add to section 84-2.03C(2)(a):

No primer or thermoplastic shall be installed within forty-eight (48) hours from the last measurable rain report as provided by the Engineer.

Replace the 2nd paragraph in section 84-2.03C(2)(b) with:

Apply extruded thermoplastic for a traffic stripe at a rate of at least 0.34 lb/ft of 4-inch-wide solid stripe. The applied thermoplastic traffic stripe must be at least 0.100 inch thick.

Replace the 2nd and 3rd paragraphs in section 84-2.03C(2)(c) with:

Apply sprayable thermoplastic at a rate of at least 0.34 lb/ft of 4-inch wide solid stripe.

The applied sprayable thermoplastic material must be at least 0.100 inch thick.

^^

85 RESERVED

Not Used

^^

DIVISION X ELECTRICAL WORK

86 GENERAL

Add to section 86-1.02B:

The conduit in a foundation and between a foundation and the nearest pull box shall be Type 1.

All primary electrical conduit shall be Type 3 for all conduit and fittings. All elbows and sweeps shall be a minimum 36" radius. Long Line Couplings shall be used. Flex adapters or PVC Flexible Couplings shall not be used.

All street light conduit shall be Type 3 for all conduit and fittings. All elbows and sweeps shall be minimum 24" radius. Existing street light conduit may require splice with Type 3 conduit, with elbows and sweeps to be a minimum 24" radius.

Add to section 86-1.02C:

All existing pull boxes to receive new conductors and/or conduits shall be cleaned out, all existing grout removed, and the bottoms re-grouted with a drain hole or the boxes replaced to meet current State Standards.

All street light pull boxes / junction boxes shall be No. 5 (17"x30"x18") unless otherwise noted on plans with penta head coil nuts and bolts. All street light pull box / junction box covers shall be labeled "Electric."

Pull boxes (including box, lid, custom bolts, bolt key and collar) shall be as specified on the plans and shall conform to the provisions in Section 86-1.02C, "Pull Boxes", of the Standard Specifications and these construction details. Pull box covers shall be marked as "Service".

Add to section 86-1.02J:

All lighting standard materials and installation, including but not limited to, lighting standard and foundation shall conform to the applicable portions of this Section.

Lighting Standard.

Street light standards shall be round tapered steel smooth and meeting the following requirements (select model/height to match height noted on the drawings):

A. Manufacturer and Model #: Valmont Industries Model #DS50-R650A170(20ft pole)/ DS50-R660A270(30ft pole)/ with 6' arm attachments and pole cap or approved equal.
B. Finish: Galvanized
C. Pole:
   20' tall, 6" outer diameter, bolt circle 9.0"
   30' tall, 7.5" outer diameter, bolt circle 11.0"
D. Anchor Base Cover: Valmont Industries Nut Cover (Standard) or approved equal.
E. Anchor Bolts: Galvanized meeting ASTM F1554 Grade 55, Dia = 0.75", Length = 17.0", Hook = 3.0"
F. Foundation: Concrete Per Plans

Replace section 86-1.02K(1) with:

Luminaires shall be city selected LED fixture:

A. Manufacturer: e-litestar, SL3s LED Street light. See lighting schedule on plans for additional information

Enhanced Trail sign with LED boarder.

A. Manufacturer: Lane Light-120V AC powered W11-15 36"x36" LED trail sign or approved equal.

Payment.

STREET LIGHT AND CONCRETE BASE will be paid at the contract unit price per each (EA), which price shall include full compensation for furnishing all labor, materials, tools, equipment and other incidentals necessary for the installation of (1) Street light fixture, type as indicated on the drawings, with pole, concrete pole base,

concrete reinforcing, anchoring, excavation, fill, and surface restoration, and associated fixture mounting hardware and all incidental work involved, as designated by the Engineer and all other related work, as specific in the Standard Specifications and these special provisions and as directed by the Engineer.

LIGHTING POWER CIRCUIT, BELOW GRADE for sidewalk and street areas will be paid at the contract unit price per linear foot (LF) which price shall include full compensation for furnishing all labor, materials, tools, equipment and other incidentals necessary for the installation of (1) Type 3 2-inch schedule 40 PVC conduit with conductors as shown on plans, insulated copper building wires (unless otherwise noted on drawings), including trenching, backfill, surface restoration, splices, fuses and fittings as required by California Electrical Code, and all incidental work involved, as designated by the Engineer and all other related work, as specific in the Standard Specifications and these special provisions and as directed by the Engineer.

ELECTRICAL PULL BOX will be paid at the contract unit price per each (EA), which price shall include full compensation for furnishing all labor, materials, tools, equipment and other incidentals necessary for the installation of No. 5 pull boxes, backfill and surface restoration, and all incidental work involved, as designated by the Engineer and all other related work, as specific in the Standard Specifications and these special provisions and as directed by the Engineer.

^^

87 ELECTRICAL SYSTEMS

Add to section 87-1.03B:

Conduit runs shown on the Plans to be located behind curbs may be installed in the street, within 3 feet of and parallel to the face of the curb, by the trenching in pavement method described in Section 87-1.03B(6) of the Standard Specifications. All pull boxes shall be located behind the curb or at the locations shown on the Plans.

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

At locations where conduit is required to be installed under pavement and existing underground facilities require special precautions, conduit shall be placed by the "Trenching in Pavement Method."

At other locations where conduit is required to be installed in the traveled way and if delay to any vehicle will not exceed 5 minutes, conduit may be installed by the "Trenching in Pavement Method" as described below:

When the Trenching in Pavement Method is used, the existing asphalt concrete shall be cut with a power driven saw or ground to a depth of not less than 1/15 foot, a minimum of 6 inches beyond either side of the trench, in order to provide a neat and true edge with no shatter outside the removal area. If the trench is within 3 feet of a gutter edge, only one saw cut will be required (on the side of the trench opposite of the gutter) and the asphalt surfacing shall be replaced all the way to the gutter edge. A tack coat shall be applied to the vertical edges just prior to place the asphalt concrete used to cap the trench.

Damage to pavement that is to remain in place shall be repaired to a condition satisfactory to the Engineer, or the damaged pavement shall be removed and replaced with new asphalt concrete if ordered by the Engineer. Repairing or removing and replacing pavement damaged outside the limits of pavement to be replaced shall be at the Contractor's expense.

If the Contractor elects to use Directional Boring, the conduit shall be installed between a minimum depth of 24" and a maximum depth of 60" unless directed otherwise by the Engineer.

Add to section 87-1.03E:

No native material shall be used as trench backfill within paved areas.

All trench spoils shall be removed from the work area by the Contractor as they are generated at the Contractor's expense. Material resulting from trench excavation shall be disposed of in conformance with the provisions in Section 87-1.03E "Excavating and Backfilling for Electrical Systems." In addition, all excess trench excavation spoils shall be removed from GRTA property as they are generated and shall become the property of the Contractor and shall be disposed of by the Contractor at the Contractor's expense.

Where conduit containing conductors of 100 volts or less is installed parallel and adjacent to the existing gutter lip, the trench shall be approximately 2 inches wider than the outside diameter of the conduit and shall not exceed 6 inches in width. Trench depth shall not exceed conduit trade-diameter plus 10 inches, except that at pull boxes the trench may be hand dug to required depth. The conduit shall be placed in the bottom of the trench with the top of the conduit a minimum of 9 inches below finish grade.

When conduit containing conductors of 100 volts or less is not installed adjacent to the lip of gutter it shall be installed with a minimum of 24 inches of cover.

All conduit containing conductors of more than 100 volts shall be installed with a minimum of 24 inches of cover.

Where existing facilities prevent installing conduit with 24 inches of cover, the Contractor shall depress the new conduit under the existing facilities without exception.

The Contractor shall pot-hole and record the depth of all existing utilities which are within the area to be trenched or excavated.

Where excavation occurs within the drip line of any street tree the contractor shall hand dig to protect tree roots as directed by the Engineer. Root pruning shall be done only when directed by the Engineer and shall be accomplished by use of sharp tools appropriate for the size of root to be cut. Each cut shall be clean with no torn bark or splintered wood remaining on the root. At no time shall roots be pulled on by excavating equipment.

Add to section 87-1.03F:

City of Ukiah Electrical Department will install and terminate primary conductors at all transformers, junction pedestals, and primary junction box locations at Airport Rd intersection. City of Ukiah Electrical Department will install and terminate all secondary street light conductors at junction box locations for each street light standard. at Airport Rd intersection.

PG&E will install and terminate primary conductors at all transformers, junction pedestals, and primary junction box locations at Norgard and Plant Rd intersections.

Contractor shall coordinate installations of electrical service equipment with utility company having jurisdiction at sites requiring new electrical service.

Add to section 87-1.03L:

City of Ukiah Electric Department will furnish primary junction pedestal. Contractor shall install primary junction pedestal at Airport Rd intersection.

Contractor shall furnish and install primary junction pedestal at Norgard and Plant Rd intersections.

Contractor shall coordinate installations of electrical service equipment with utility company having jurisdiction at sites requiring new electrical service.

Add to section 87-2.03A:

Existing electrical equipment to remain which is damaged by the Contractor, shall be replaced by the Contractor at their expense.

Contractor's attention is directed to Section 15, "Existing Highway Facilities". Removal shall include disconnection from lighting circuit, removal of lighting standard, base and foundation to the depth shown on the Plans.

Protect lighting standard from damage during removal.

Return lighting standard and luminaire to City.

Payment.

SERVICE PEDESTAL, and foundations will be paid at the contract unit price per Lump sum (LS) to accessories as shown on plans and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, storing, maintaining, transporting, and for doing all the work necessary for the intended operation as specific in the Standard Specifications and these special provisions and as directed by the Engineer.

^^

88 RESERVED

Not Used

^^

DIVISION XI MATERIALS

89 AGGREGATE

Not Used

^^

90 CONCRETE

Add to section 90-2:

Minor concrete shall conform to Section 90, "Portland Cement Concrete" of the Standard Specification. Concrete curb and gutters, concrete sidewalks, and concrete curb ramps shall conform to the provisions in Section 73, "Concrete Curbs and Sidewalks," of the Standard Specifications and these construction details.

^^

91 PAINT

Not Used

^^

92 ASPHALT BINDERS

Not Used

^^

93 RESERVED

Not Used

^^

94 ASPHALTIC EMULSIONS

Not Used

^^

95 EPOXY

Not Used

^^

96 GEOSYNTHETICS

Geogrids shall conform to Section 96, “Geosynthetics” of the Standard Specification.

^^

97–98 RESERVED

Not Used

^^

DIVISION XII BUILDING CONSTRUCTION

99 BUILDING CONSTRUCTION

Not Used

SECTION 14. EXCLUSIONS FROM GENERAL CONDITIONS

14-01. Provisions to be Excluded from General Conditions. The following designated provisions of the General Conditions are hereby determined to be inapplicable to the proposed work and, therefore, are hereby excluded from the terms of the Notice to Bidders, Proposal, Agreement and other contract documents as though entirely omitted from said General Conditions:

(1) Section 6-02. Office at the Site

No other exclusions.

SECTION 15. AMENDMENTS TO GENERAL CONDITIONS

15-01. Sections of General Conditions to be Amended.

The following designated sections of the Special Provisions are hereby amended to read as follows:

No amendments.

BID SUBMITTAL CHECKLIST

The following is a checklist to assist you in your submission of your bid documents. Please make sure you include the following when submitting your bid documents to reduce the risk of having your bid rejected:

Did you include?

- **Proposal** (Page 92)
  - Unit prices filled out per instruction
  - Extended prices calculated correctly
  - Total bid amount calculated correctly
  - Sign the proposal, and provide complete information
  - CLSB No. and expiration date
  - Department of Industrial Relations Public Works Contractor Registration Number

- **Iran Contracting Act Certification** (Page 100)
  - Filled out completely per instruction

- **Fair Employment Practices Certification** (Page 101)
  - Filled out completely per instruction

- **Worker's Compensation Certificate** (Page 102)
  - Filled out completely per instruction

- **Certification of Non-Discrimination in Employment** (Page 103)
  - Filled out completely per instruction

- **List of Proposed Subcontractors** (Page 104)
  - Include California Contractor License Number for each
  - Include DIR Public Works Contractor Registration Number for each
  - Identify what portion of work to be performed

- **Statement of Experience** (Page 105)
-
- **Signature of Bidder** (Page 106)
  - Filled out completely per instruction
  - Authorized signature provided

- **Bidder's Bond** (Page 107)
  - Filled out completely per instruction

- **Non-Collusion Affidavit** (Page 108)
  - Filled out completely per instruction
  - Notarized

- **Addenda Issued**
  - Check the City website for any addenda issued: www.cityofukiah.com/purchasing Please note that actual acknowledgment of addenda is not required to submit with your bid. Refer to Section 1-11 and 3-07 of the General Conditions.

CITY OF UKIAH

MENDOCINO COUNTY, CALIFORNIA

PROPOSAL

FOR

GREAT REDWOOD TRIAL PHASE 4 Specification No. 21-02

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

AND he or she proposes and agrees, if this proposal is accepted,

1) that he or she will contract with the City of Ukiah, Mendocino County, California, in the form of the copy of the agreement herein contained

    a) to provide all necessary machinery, tools, apparatus and other means of construction;

    b) to furnish all materials;

    c) to provide all superintendence, overhead expenses and all labor and expenses of whatever nature necessary to complete the job in conformity with the specifications and drawings and other contract provisions herein or reasonably implied hereby or as necessary to complete the work in the manner and within the time named herein and according to the requirements and to the reasonable satisfaction of the City Engineer;

    d) to pay all charges of freight transportation and hauling;

2) that he or she indemnifies the City against any loss or damage arising from any act of the undersigned as Contractor; and

3) that he or she will accept as full payment therefor the following sums:

BIDDING SCHEDULE

In case of discrepancy between words and figures, the words shall prevail. In any discrepancy between unit prices and extended amounts for a bid item using unit prices (specified unit price multiplied by specified quantity for bid item does not equal the extended amount for the item), the specified unit price will control and will be used by the City to compare bids in selecting the lowest bid and in awarding the contract. If the specified total bid amount does not equal the total of the extended amounts for all bid items, the City will use the total of the extended amounts for each bid item (adjusted, if necessary, so that the extended amount equals the specified unit price multiplied by the specified quantity for that bid item) to compare bids in selecting the lowest bid.

The Unit prices for the various Construction Items below include all costs associated with the General Conditions, Special Provisions, Requirements of the Construction Contract, and represent the total, complete, in-place cost for each specific Construction Item in accordance with the Construction Documents, including all elements, work components, accessories, and connections, shown in applicable details or required to yield a complete, sound and functional component or system appropriate for its intended function, whether or not such is specifically described or listed in any description of measurement or payment. The total amount of the Construction items below shall represent the total and complete cost of the fully functional Project. All work not specifically listed below be required to complete the work of the various construction items and the cost of such shall be considered as included throughout the various unit prices indicated. ***Lowest bid will be based on the lowest Base Bid.***

BASE BID

Item	Description	Quantity	Units	Unit Cost	Total
1	Construction Staking	1	LS		
2	Construction Area Signs	1	LS		
3	Traffic Control System	1	LS		
4	Prepare Storm Water Pollution Prevention Plan	1	LS		
5	Temporary Water Pollution Control Measures	1	LS		
6	Temporary Drainage Inlet Protection	1	LS		
7	Temporary Concrete Washout	1	LS		
8	Wetland and Waters Debris Removal	29	CY		
9	Remove and Relocate Miscellaneous Features	1	LS		
10	Water Tanks	8	EA		
11	Temporary High-Visibility Fence (ESA and Tree Fence)	786	LF		
12	Clearing and Grubbing	2.4	ACRE		
13	Roadway Excavation	2840	CY		
~~14~~	~~Structure Excavation (Bridge)~~	~~0~~	~~CY~~	N/A	N/A
15	Structure Excavation (Retaining Wall)	24	CY		
~~16~~	~~Structure Backfill (Bridge)~~	~~0~~	~~CY~~	N/A	N/A

17	Embankment	590	CY		
~~18~~	~~Subgrade Enhancement Geotextile, Class A1~~	~~0~~	~~SQYD~~	N/A	N/A
19	Planting Soil Amendment	1	LS		
20	Plant Group C (trees)	11	EA		
21	Plant Group A (1 GAL, perennials)	8666	SQFT		
22	Plant Group B (3 GAL, shrubs)	87	EA		
23	Plant Group C (Hydroseed)	14107	SQFT		
24	Landscape Maintenance (1.5 years)	1	LS		
25	Shade Structure	1	EA		
26	Picnic Table	1	EA		
27	Bench	4	EA		
28	Bicycle Rack	3	EA		
29	Stone Boulder Seating (2'x2'x2')	5	EA		
~~30~~	~~Bicycle Repair Station~~	~~0~~	~~EA~~	N/A	N/A
31	Wood Mulch	179	CY		
32	Class 2 Aggregate Base (CY)	2264	CY		
33	Hot Mix Asphalt (Type A)	1058	TON		
34	Retaining Wall Repair (Masonry Wall)	2	EA		
35	Mechanically Stabilized Embankment (MSE Wall)	876	SQFT		
36	Retaining Wall (Modular Wall)	196	SQFT		
~~37~~	~~Structural Concrete, Bridge Footing, Wingwalls, and Deck~~	~~0~~	~~CY~~	N/A	N/A
38	Structural Concrete, Retaining Wall (Stem & Footing)	52	CY		
39	Structural Concrete, Headwall	14	CY		
40	Structural Concrete, Stairs	22	CY		
~~41~~	~~Furnish and Erect Prefabricated Steel Pedestrian Bridge (30' Span)~~	~~0~~	~~LS~~	N/A	N/A
~~42~~	~~Furnish and Erect Prefabricated Steel Pedestrian Bridge (45' Span)~~	~~0~~	~~LS~~	N/A	N/A
43	24" Reinforced Concrete Pipe	32	LF		
44	24" Corrugated Steel Pipe	15	LF		
45	36" Corrugated Steel Pipe	7	LF		
46	48" Corrugated Steel Pipe	40	LF		

47	3" Perforated Plastic Pipe Underdrain	40	LF		
48	3" Plastic Pipe Underdrain	6	LF		
49	Permeable Material (Underdrain)	8	CY		
50	Precast Concrete Drop Inlet	1	EA		
51	Precast Concrete Storm Drain Manhole	1	EA		
52	Adjust Inlet	1	EA		
53	Rock Slope Protection (All Classes, Method B)	35	CY		
54	Minor Concrete (Curb)	368	LF		
55	Detectable Warning Surface	138	SQFT		
56	Minor Concrete (Concrete Paving)	10	SF		
57	Minor Concrete (Curb Ramp)	22	CY		
58	Chain Link Roller Gate	1	EA		
~~59~~	~~Chain Link Fence (Type CL-4)~~	~~0~~	~~LF~~	N/A	N/A
60	Remove Roadside Sign	3	EA		
61	Roadside Sign - One Post	26	EA		
62	Roadside Sign - One Post (Interpretive Sign)	2	EA		
63	LED Border Enhanced Trail Sign	1	EA		
64	Tubular Handrailing	618	LF		
65	Pedestrian Handrail	233	LF		
66	Thermoplastic Crosswalk and Pavement Marking	634	SQFT		
67	Paint Traffic Stripe - (2-Coat)	600	LF		
68	Paint Pavement Marking - Trail (2-Coat)	42	SQFT		
69	Remove Thermoplastic Traffic Stripe	57	LF		
70	Remove Thermoplastic Pavement Marking	340	SQFT		
71	Lighting Power Circuits Below Grade (Incl. 2" Conduit)	300	LF		
72	Street Light and Concrete Base	3	EA		
73	Electrical Pullbox	6	EA		
74	Service Pedestal	1	LS		
75	Mobilization (Mobilization, Demobilization and final Cleanup)	1	LS		

TOTAL BASE BID AMOUNT IN FIGURES➔	
Total Base Bid amount in words: _____Dollars	$_____

BID ALTERNATE

Item	Description	Quantity	Units	Unit Cost	Total
1	Construction Staking	1	LS		
2	Construction Area Signs	1	LS		
3	Traffic Control System	1	LS		
4	Prepare Storm Water Pollution Prevention Plan	1	LS		
5	Temporary Water Pollution Control Measures	1	LS		
6	Temporary Drainage Inlet Protection	1	LS		
7	Temporary Concrete Washout	1	LS		
~~8~~	~~Wetland and Waters Debris Removal~~	~~0~~	~~CY~~	N/A	N/A
9	Remove and Relocate Miscellaneous Features	1	LS		
~~10~~	~~Water Tanks~~	~~0~~	~~EA~~	N/A	N/A
11	Temporary High-Visibility Fence (ESA and Tree Fence)	33	LF		
12	Clearing and Grubbing	1.0	ACRE		
13	Roadway Excavation	940	CY		
14	Structure Excavation (Bridge)	51	CY		
~~15~~	~~Structure Excavation (Retaining Wall)~~	~~0~~	~~CY~~	N/A	N/A
16	Structure Backfill (Bridge)	29	CY		
17	Embankment	310	CY		
18	Subgrade Enhancement Geotextile, Class A1	234	SQYD		
19	Planting Soil Amendment	1	LS		
20	Plant Group C (trees)	6	EA		
21	Plant Group A (1 GAL, perennials)	4666	SQFT		
22	Plant Group B (3 GAL, shrubs)	29	EA		
23	Plant Group C (Hydroseed)	7596	SQFT		
24	Landscape Maintenance (1.5 years)	1	LS		
25	Shade Structure	1	EA		
26	Picnic Table	1	EA		
27	Bench	1	EA		

Item	Description	Quantity	Units	Unit Cost	Total
28	Bicycle Rack	3	EA		
~~29~~	~~Stone Boulder Seating (2'x2'x2')~~	~~0~~	~~EA~~	N/A	N/A
30	Bicycle Repair Station	1	EA		
31	Wood Mulch	96	CY		
32	Class 2 Aggregate Base (CY)	1029	CY		
33	Hot Mix Asphalt (Type A)	505	TON		
~~34~~	~~Retaining Wall Repair (Masonry Wall)~~	~~0~~	~~EA~~	N/A	N/A
~~35~~	~~Mechanically Stabilized Embankment (MSE Wall)~~	~~0~~	~~SQFT~~	N/A	N/A
~~36~~	~~Retaining Wall (Modular Wall)~~	~~0~~	~~SQFT~~	N/A	N/A
37	Structural Concrete, Bridge Footing, Wingwalls, and Deck	72	CY		
~~38~~	~~Structural Concrete, Retaining Wall (Stem & Footing)~~	~~0~~	~~CY~~	N/A	N/A
~~39~~	~~Structural Concrete, Headwall~~	~~0~~	~~CY~~	N/A	N/A
~~40~~	~~Structural Concrete, Stairs~~	~~0~~	~~CY~~	N/A	N/A
41	Furnish and Erect Prefabricated Steel Pedestrian Bridge (30' Span)	1	LS		
42	Furnish and Erect Prefabricated Steel Pedestrian Bridge (45' Span)	1	LS		
~~43~~	~~24" Reinforced Concrete Pipe~~	~~0~~	~~LF~~	N/A	N/A
~~44~~	~~24" Corrugated Steel Pipe~~	~~0~~	~~LF~~	N/A	N/A
~~45~~	~~36" Corrugated Steel Pipe~~	~~0~~	~~LF~~	N/A	N/A
~~46~~	~~48" Corrugated Steel Pipe~~	~~0~~	~~LF~~	N/A	N/A
47	3" Perforated Plastic Pipe Underdrain	98	LF		
48	3" Plastic Pipe Underdrain	45	LF		
49	Permeable Material (Underdrain)	4	CY		
~~50~~	~~Precast Concrete Drop Inlet~~	~~0~~	~~EA~~	N/A	N/A
~~51~~	~~Precast Concrete Storm Drain Manhole~~	~~0~~	~~EA~~	N/A	N/A
~~52~~	~~Adjust Inlet~~	~~0~~	~~EA~~	N/A	N/A
~~53~~	~~Rock Slope Protection (All Classes, Method B)~~	~~0~~	~~CY~~	N/A	N/A
~~54~~	~~Minor Concrete (Curb)~~	~~0~~	~~LF~~	N/A	N/A
55	Detectable Warning Surface	60	SQFT		
56	Minor Concrete (Concrete Paving)	7	CY		
57	Minor Concrete (Curb Ramp)	3	CY		
58	Chain Link Roller Gate	1	EA		
59	Chain Link Fence (Type CL-4)	336	LF		

Item	Description	Quantity	Units	Unit Cost	Total
60	Remove Roadside Sign	4	EA		
61	Roadside Sign - One Post	11	EA		
62	Roadside Sign - One Post (Interpretive Sign)	2	EA		
~~63~~	~~LED Border Enhanced Trail Sign~~	~~0~~	~~EA~~	N/A	N/A
~~64~~	~~Tubular Handrailing~~	~~0~~	~~LF~~	N/A	N/A
~~65~~	~~Pedestrian Handrail~~	~~0~~	~~LF~~	N/A	N/A
66	Thermoplastic Crosswalk and Pavement Marking	184	SQFT		
67	Paint Traffic Stripe - (2-Coat)	769	LF		
68	Paint Pavement Marking - Trail (2-Coat)	21	SQFT		
69	Remove Thermoplastic Traffic Stripe	10	LF		
~~70~~	~~Remove Thermoplastic Pavement Marking~~	~~0~~	~~SQFT~~	N/A	N/A
71	Lighting Power Circuits Below Grade (Incl. 2" Conduit)	100	LF		
~~72~~	~~Street Light and Concrete Base~~	~~0~~	~~EA~~	N/A	N/A
73	Electrical Pullbox	4	EA		
74	Service Pedestal	1	LS		
75	Mobilization (Mobilization, Demobilization and final Cleanup)	1	LS		

Total Add Alternate bid amount in words:	
_____Dollars	**$**_____

We, the undersigned, acknowledge that the City Council has reserved the right to reject any or all bids and to determine which proposal is, in its opinion, the lowest responsible bid of a responsible bidder and that which it deems in the best interest of the City to accept. We, the undersigned, further agree, if this proposal shall be accepted, to sign the agreement and to furnish the required bonds with satisfactory surety, or sureties, within fifteen (15) calendar days after written notice that the contract is ready for signature; and, if the undersigned shall fail to contract, as aforesaid, it shall be understood that he or she has abandoned the contract and that, therefore, this proposal shall be null and void and the proposal guaranty accompanying this proposal, or the amount of said guaranty, shall be forfeited to and become the property of the City. Otherwise, the proposal guaranty accompanying this proposal shall be returned to the undersigned.

Witness our hands this day of _____, 20____.

Licensed in accordance with an act providing for the registration of California Contractors License No. _____, expiration date _____.

THE CONTRACTOR'S LICENSE NUMBER AND EXPIRATION DATE STATED HEREIN ARE MADE UNDER PENALTY OF PERJURY.

Department of Industrial Relations Public Works Contractor Registration Number: _____

Signature of bidder or bidders, with business name, address, phone number and fax number:

_____

_____

_____

_____

Notice: In the case of a corporation, give below the addresses of the principal office thereof and names and addresses of the President, Secretary, Treasurer.

_____

_____

_____

IRAN CONTRACTING ACT CERTIFICATION
(Public Contract Code Section 2200 *et seq.*)

As required by California Public Contract Code Section 2204, the Contractor certifies subject to penalty for perjury that the Contractor is not:

(i) identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203; or

(ii) a financial institution that extends, for 45 days or more, credit in the amount of $20,000,000 or more to any other person or entity identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203, if that person or entity uses or will use the credit to provide goods or services in the energy sector in Iran.

Signed_____

Titled_____

Firm_____

Date_____

Note: In accordance with Public Contract Code Section 2205, false certification of this form shall be reported to the California Attorney General and may result in civil penalties equal to the greater of $250,000 or twice the Contract amount, termination of the Contract and/or ineligibility to bid on contracts for three years.

FAIR EMPLOYMENT PRACTICES CERTIFICATION

TO:_____

_____

The undersigned, in submitting a bid for performing the following work by Contract, hereby certifies that he or she has or will meet the standards of affirmative compliance with the Fair Employment Practices requirements of the Special Provisions contained herein.

GREAT REDWOOD TRIAL PHASE 4

_____

(Signature of Bidder)

Business Mailing Address:

_____

_____

_____

Business Location:

_____

_____

(The bidder shall execute the certification of this page prior to submitting his or her proposal.)

WORKER'S COMPENSATION CERTIFICATE

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 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.

Witness my hand this_____ day of _____, 200____

Signature of Bidder, with Business Address:

_____

_____

_____

_____

CERTIFICATION OF NONDISCRIMINATION IN EMPLOYMENT

The bidder represents that he or she has/has not, participated in a previous contract or subcontract subject to either the equal opportunity clause herein or the clause contained in Section 301 of Executive Order 10925; that he or she has/has not, filed all required compliance reports; and that representations indicating submission of required compliance prior to subcontract awards.

Signature and address of Bidder:

_____ Date_____

_____

_____

_____

(This certification shall be executed by the bidder in accordance with Section 60-1.6 of the Regulations of the President's Committee on Equal Employment Opportunity for implementing Executive Orders 10925 and 11114.)

LIST OF PROPOSED SUBCONTRACTORS

In compliance with the provisions of Sections 4100-4108 of the California Public Contract Code and any amendments thereof, each bidder shall set forth (a) the name and location of the place of business of each subcontractor who will perform work or labor or render service in or about the construction site or a subcontractor licensed by the State of California who, under subcontract to the prime contractor, specially 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 1 percent of the total bid and (b) the California Contractor License Number for each subcontractor, and (c) the portion of the work to be done by each subcontractor.(See General Conditions Section 1-09.) *Include with the name of each sub-contractor their Department of Industrial Relations Public Works Contractor Registration Number*.

SUBCONTRACTOR NAME	SUBCONTRACTOR LICENSE NUMBER	SUBCONTRACTOR DIR REGISTRATION NUMBER	SUBCONTRACTOR BUSINESS ADDRESS	DESCRIPTION OF WORK

STATEMENT OF EXPERIENCE OF BIDDER

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

SIGNATURE(S) OF BIDDER

Accompanying this proposal is _____

(insert the words "cash ($)", "cashier's check" or "bidder's bond", as the case may be) in an amount equal to at least 10 percent of the bid.

The names of all persons interested in the foregoing proposal as principals are as follows:

IMPORTANT NOTICE: If bidder or other interested person is a corporation, provide the legal name of corporation and also the names of the president, secretary, treasurer and manager thereof. If a co-partnership, provide the true name of firm and also the names of all individual co-partners composing the firm. If bidder or other interested person is an individual, provide the first and last names in full.

_____

_____

_____

Licensed in accordance with an act providing for the registration of Contractors:

License No. _____, License Expiration Date _____.

Signature(s) of Bidder: _____

_____

_____

NOTE: If bidder is a corporation, the legal name of the corporation shall be set forth above together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation; if bidder is a co-partnership, the true name of the firm shall be set forth above together with the signature of the partner or partners authorized to sign contracts in behalf of the co-partnership; and if bidder is an individual, his or her signature shall be placed above. If a member of a partnership, a Power of Attorney must be on file with the Department prior to opening bids or submitted with the bid; otherwise, the bid will be disregarded as irregular and unauthorized.

Business address: _____

_____

Place of residence: _____

_____

Dated: _____

CITY OF UKIAH
Mendocino County, California

BIDDER'S BOND

KNOW ALL MEN BY THESE PRESENTS,

That we, _____

_____, as PRINCIPAL and

_____

_____, as SURETY,

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

THE CONDITION OF THIS OBLIGATION IS SUCH,

That whereas the Principal has submitted the above mentioned bid to the City of Ukiah, as aforesaid, for certain construction specifically described as follows, for which bids are to be opened at the Office of the City Clerk, Ukiah Civic Center, Ukiah, California, on April 23, 2024 for GREAT REDWOOD TRAIL PHASE 4.

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

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

_____(Seal)

_____(Seal)

_____(Seal)

Principal

_____(Seal)

_____(Seal)

_____(Seal)

Surety

Address: _____

_____

_____

NON-COLLUSION AFFIDAVIT

Note: Bidder shall execute the affidavit on this page prior to submitting his or her bid.

To City Council, City of Ukiah:

The undersigned in submitting a bid for performing GREAT REDWOOD TRAIL PHASE 4 by contract, being duly sworn, deposes and says:

that he or she has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with such contract.

_____

_____

_____

Signature(s) of Bidder

Business Address:_____

_____

_____

Place of Residence:_____

_____

_____

NOTARIZATION

Subscribed and sworn to before me this _____ day of _____, 20____.

_____

Notary Public in and for the County of_____, State of California.

My Commission Expires _____, 20 ____.

CITY OF UKIAH

Mendocino County, California

AGREEMENT

FOR

GREAT REDWOOD TRIAL PHASE 4

Specification No. 21-02

THIS AGREEMENT, made this _____ day of _____, 20____, by and between the City of Ukiah, Mendocino County, California, hereinafter called the City and _____ hereinafter called the Contractor,

WITNESSETH:

WHEREAS, the City has caused to be prepared in accordance with law, specifications, drawings and other contract documents for the work herein described and shown and has approved and adopted these contract documents, specifications and drawings and has caused to be published in the manner and for the time required by law a notice to bidders inviting sealed proposals for doing the work in accordance with the terms of this contract and

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

WHEREAS, the City, in the manner prescribed by law, has publicly opened, examined and canvassed the proposals submitted and as a result has determined and declared the Contractor to be the lowest and best regular responsible bidder for the work and for the sums named in the proposal,

NOW, THEREFORE, THIS AGREEMENT WITNESSETH:

Article 1. Work to be Done and Contract Days Allowed.

That the Contractor shall provide all necessary machinery, tools, apparatus and other means of construction; shall furnish all materials, superintendence, overhead, expenses, all labor and expenses of whatever nature necessary for completion of the work in conformity with the Special Provisions and other contract documents hereto attached and according to such instructions as may be given by the Engineer. The Contractor shall complete the work within ONE HUNDRED TWENTY (120) working days. Contract days shall be counted starting with the 10th day following receipt of notice that the contract has been executed by the City. Contractor, at his or her option, may begin work prior to start of counting contract days, however, in no event shall the Contractor start work without giving notification to the Engineer at least 72 hours prior to the start of work, without obtaining an encroachment permit from the City, or without having submitted certificates of insurance that have been accepted and approved by the Engineer

Article II. Contract Prices.

That the City shall pay the Contractor the prices stated in the proposal submitted by the Contractor, for complete performance of the contract by the Contractor. The Contractor hereby agrees to accept the prices as full compensation for all material and appliances necessary to the work, for all labor and use of tools and other implements necessary to execute the work contemplated in this contract; for all loss or damage arising out of the nature of the work or from the action of the elements, or from any unforeseen obstructions or difficulties which may be encountered in the prosecution of the work; for all risks of every description connected therewith; for all expenses of the work, as herein specified; for all liability and other insurance, for all overhead and other expenses incident to the work; all according to the Contract Drawings, the Special Provisions, the Details, the instructions and the requirements of the City.

Article III. Labor Discrimination.

Attention is directed to Section 1735 of the Labor Code, which reads as follows:

> "No discrimination shall be made in the employment of persons upon public works because of the race, color, national origin or ancestry, or religion of such persons and every contractor for public works violating this section is subject to all the penalties imposed for a violation of this chapter."

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

(a) The Contractor will not willfully discriminate against any employee or an applicant for employment because of race, color, religion, ancestry, or national origin. 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, religion, ancestry, or national origin. 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 to be provided by the awarding authority setting forth the provisions of this Fair Employment Practice section.

(b) The Contractor will send to each labor union or representative of workers with which he or she has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the awarding authority, advising the said labor union or worker's representative of the Contractor's commitments under this section, to employees and applicants for employment.

(c) The Contractor will permit access to his or her records of employment, employment advertisements, application forms and other pertinent data and records by the Fair Employment Practices Commission, City of Ukiah or any other appropriate agency of the State of California designated by the awarding authority, for the purposes of investigation to ascertain compliance with the Fair Employment Practices section of this contract.

(d) 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 the awarding authority as a basis for determining the Contractor to be not a "responsible bidder" 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, reestablish or renew a pre-qualification rating for the Contractor.

The City of Ukiah shall deem a finding of willful receipt of written notice from the Fair Employment Practices Act to have occurred upon that it has investigated and determined that the Contractor has violated the Fair Employment Practices Act and has issued an order under Labor Code Section 1426 or obtained an injunction under Labor Code Section 1429.

Upon receipt of such written notice from the Fair Employment Practices Commission, the City shall notify the Contractor that unless he or she demonstrates to the satisfaction of the awarding authority within a stated period that the violation has been corrected, his or her pre-qualification rating will be revoked at the expiration of such period.

(e) The Contractor agrees that should the City determine that the Contractor has not complied with the Fair Employment Practices section of this Contract, then pursuant to Labor Code Section 1735 and 1775 the Contractor shall, as a penalty to the City, forfeit for each calendar day or portion thereof, for each person who was denied employment as a result of such non-compliance, the penalties provided in the Labor Code for violation of prevailing wage rates. Such monies may be recovered from the Contractor. The City may deduct any such damages from any monies due the Contractor.

(f) Nothing contained in this Fair Employment Practices section shall be construed in any manner of fashion so as to prevent the City or the State of California from pursuing any other remedies that may be available at law.

(g) Prior to awarding the Contract, the Contractor shall certify to the awarding authority that he or she has or will meet the following standards for affirmative compliance, which shall be evaluated in each case by the awarding authority:

(1) The Contractor shall provide evidence, as required by the City that he or she has notified all supervisors, foremen and other personnel officers in writing of the content of the anti-discrimination clause and their responsibilities under it.

(2) The Contractor shall provide evidence, as required by the City, that he or she has notified all sources of employees' referrals (including unions, employment agencies, advertisements, Department of Employment) of the content of the anti-discrimination clause.

(3) The Contractor shall file a basic compliance report, as required by the 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.

(4) Personally, or through his or her representatives, the Contractor shall, through negotiations with the unions with whom he or she has agreements, attempt to develop an agreement which will:

a. Spell out responsibilities for nondiscrimination in hiring, referral, upgrading and training.

b. 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 and equal opportunity for employment.

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

(h) The Contractor will include the provisions of the foregoing paragraphs 1 through 5 in every first tier subcontract so that such provisions will be binding upon each such subcontractor.

(i) The "Fair Employment Practices Certification" must be completed and signed prior to the time of submitting the bid.

Article IV. Parts of the Contract.

That the complete contract consists of the following documents, all of which shall be considered a part of this agreement.

1. Notice to Bidders
2. Wage Rates
3. General Conditions
4. Technical Specifications
5. Proposal
6. Fair Employment Practices Certification
7. Agreement
8. Contract Bonds
9. Contract Drawings and Construction Details
10. Standard Drawings
11. Indemnification Agreement
12. Addenda

IN WITNESS WHEREOF, this contract being executed in duplicate and the parties having caused their names to be signed by authority of their duly authorized office this _____ day of _____, 20____.

CITY OF UKIAH, MENDOCINO COUNTY, CALIFORNIA

By: _____
CITY MANAGER, CITY OF UKIAH

Attest: _____
CITY CLERK, CITY OF UKIAH

By: _____
CONTRACTOR

Attest: _____

Title: _____

The foregoing contract is approved as to form and legality this _____ day of _____, 20 ____.

_____
CITY ATTORNEY, CITY OF UKIAH

INDEMNIFICATION AGREEMENT

This Indemnification Agreement is made and entered in Ukiah, California, on _____, 20____, by and between the City of Ukiah (Ukiah) and _____ (Contractor).

Contractor is

_____

_____ for Ukiah.

As a condition of issuing the work order, attached hereto, Ukiah requires assurance that Contractor will protect Ukiah from damage or damage claims which arise from its performance of the work.

Accordingly, Contractor agrees as follows:

1. **Indemnification**. Contractor shall indemnify and hold harmless Ukiah and its officers, agents, and employees from and against any claim, loss, or damage, including the legal and other costs of defending against any claim of damage or loss which arises out of the Contractor's negligent or wrongful performance under the work order attached hereto, except for claims, losses, or damages resulting from the sole and exclusive negligence or other wrongful conduct of Ukiah or its officers, agents and employees.

CONTRACTOR

BY: _____

TITLE: _____

CITY OF UKIAH

Mendocino County, California

PERFORMANCE BOND

BOND No._____

KNOW ALL PERSONS BY THESE PREESNTS:

THAT WHEREAS, the City of Ukiah, organized and operating under the laws of the State of California, (hereinafter referred to as the "City") has awarded to _____, (hereinafter referred to as the "Contractor") an agreement for Contract No. _____ (hereinafter referred to as the "Project").

WHEREAS, the work to be performed by the Contractor is more particularly set forth in the Contract for the Project dated _____, (hereinafter referred to, together with all attachments and exhibits thereto, as "Contract Documents"), the terms and conditions of which are expressly incorporated herein by reference; and

WHEREAS, the Contractor is required by the Contract Documents to perform the terms thereof and to furnish a bond for the faithful performance of said Contract Documents.

NOW, THEREFORE, we, _____, the undersigned Contractor and _____, as Surety, a corporation organized and duly authorized to transact business under the laws of the State of California, are held firmly bound until the City in the sum of _____ ($_____), for which amount well and truly to be made, we bind ourselves, our heirs ,executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that, if the Contractor, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the Contract Documents and any alteration thereof made as therein provided, on its part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning; and shall faithfully fulfill all obligations; and shall indemnify and save harmless the City, its officials, officers, employees, and authorized volunteers, as stipulated in said Contract Documents, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

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

As a condition precedent to the satisfactory completion of the Contract Documents, unless otherwise provided for in the Contract Documents, the above obligation shall hold good for a period of one (1) year after the acceptance of the work by the City, during which time if Contractor shall fail to make full, complete, and satisfactory repair and replacements and totally protect the City from loss or damage resulting from or caused by defective materials or faulty workmanship. The obligations of Surety hereunder shall continue so long as any obligation of Contractor remains. Nothing herein shall limit the City's rights or the Contractor or Surety's

obligations under the Contract Documents, law or equity, including, but not limited to, California Code of Civil Procedure Section 337.15.

Whenever Contractor shall be, and is declared by the City to be, in default under the Contract Documents, the Surety shall remedy the default pursuant to the Contract Documents, or shall promptly, at the City's option:

i. Take over and complete the Project in accordance with all terms and conditions in the Contract Documents; or

ii. Obtain a bid or bids for completing the Project in accordance with all terms and conditions in the Contract Documents and upon determination by Surety of the lowest responsive and responsible bidder, arrange for a contract between such bidder, the Surety and the City, and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by the City under the Contract and any modification thereto, less any amount previously paid by the City to the Contractor and any other set offs pursuant to the Contract Documents.

iii. Permit the City to complete the Project in any manner consistent with California law and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by the City under the Contract and any modification thereto, less any amount previously paid by the City to the Contractor and any other set offs by the City pursuant to the Contract Documents.

Surety expressly agrees that the City may reject any contractor or subcontractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Contractor.

Surety shall not utilize Contractor in completing the Project nor shall Surety accept a bid from Contractor for completion of the Project if the City, when declaring the Contractor in default, notifies Surety of the City's objection to Contractor's further participation in the completion of the Project.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project to be performed thereunder shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, we have hereunto set our hands and seals this ____ day of _____, 2022.

(Corporate Seal)

_____
Contractor/Principal
By_____

Title_____

(Corporate Seal)

_____
Surety
By_____
Attorney-in-Fact

(Attach Attorney-in Fact Certificate)

Title_____

The rate of premium on this bond is _____ per thousand. The total amount of premium charges is $_____.

(The above must be filled in by corporate attorney.)

THIS IS A REQUIRED FORM.

Any claims under this bond may be addressed to:

(Name and Address of Surety)

_____

_____

_____

(Name and Address of Agent or Representative for service of process in California, if different from above)

_____
_____
_____

(Telephone number of Surety and Agent or Representative for service of process in California)

_____

CITY OF UKIAH

Mendocino County, California

PAYMENT BOND

BOND No. _____

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the City of Ukiah ("City") has awarded to _____ ("Contractor/Principal") a contract (City Agreement No. _____, dated _____, _____, referred to as the "Agreement") for the work described as _____. The Agreement is incorporated by this reference into this Payment Bond ("Bond"); and

WHEREAS, Contractor/Principal is required to furnish a bond in connection with the Agreement and pursuant to California Civil Code section 9550;

NOW, THEREFORE, we _____, the undersigned Contractor/Principal, and _____ ("Surety"), a corporation organized and existing under the laws of the State of _____, and duly authorized to transact business under the laws of the State of California, as Surety, are held firmly bound until the City, and to any and all persons, companies, or corporations entitled by law to file stop payment notices under California Civil Code Section 9100, or any person, company, or corporation entitled to make a claim on this bond, in the sum of $_____, for which payment will and truly be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if Contractor/Principal, its heirs, executors, administrators, successors, or assigns, or subcontractor, shall fail to pay any person or persons named in Civil Code section 9100; or fail to pay for any materials, provisions, or other supplies, used in, upon, for , or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Code, with respect to work or labor thereon of any kind; or shall fail to deduct, withhold, and pay over to the Employment Development Department, any amounts required to be deducted, withheld, and paid over by Unemployment Insurance Code Section 13020 with respect to work and labor thereon of any kind, then Surety will pay for the same, in an amount not exceeding the amount herein above set forth, and in the event suit is brought upon this bond, also will pay such reasonable attorneys' fees as shall be fixed by the court, awarded and taxed as provided in California Civil Code Section 9550, et seq.

It is further stipulated and agreed that the Surety of this bond shall not be exonerated or released from the obligation of the bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract, plans, or specifications, or agreement pertaining or relating to any scheme or work of improvement herein above described; or pertaining or relating to the furnishing of labor, materials, or equipment therefor; nor by any change or modification of any terms of payment or extension of time for payment pertaining or relating to any scheme or work of improvement herein above described; nor by any rescissions or attempted rescission of the contract, agreement or bond; nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond; nor by any fraud practiced by any person other than the claimant seeking to recover on the bond; and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is give; and under no circumstances shall the Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the Owner and Contractor/Principal or on the part of any oblige named in such bond; that the sole condition of recovery shall be that the claimant is a person described in California Civil Code section 9100, and who has not been paid the full amount of his or her claim; and that the Surety does hereby waive notice of any such change, extension of

time, addition, alteration or modification herein mentioned, including but not limited to the provisions of section 2819 and 2845 of the California Civil Code.

Any notice to Surety may be given in the manner specified in the Agreement and delivered or transmitted to Surety as follows:

Attn:_____

Address:_____

City/State/Zip:_____

Phone:_____

Fax:_____

Email:_____

IN WITNESS WHEREO, two identical counterparts of this Bond, each of which shall for all purposes be deemed an original thereof, have been duly executed by Contractor/Principal and Surety above named, on the __ day of _____, 202__.

_____ (SEAL)
Contractor/Principal

By_____
Contractor's Representative

_____
Contractor/Principal's Address

_____
City,State,Zip

_____(SEAL)
Surety

By_____
Surety's Representative

_____
Surety's Address

_____
City,State,Zip

_____
Telephone Number

NOTE: Signatures of those executing for Surety must be properly acknowledged, The bond must be accompanied by a properly acknowledged Power of Attorney from the Surety authorizing its agent to bind it to this bond. A copy of such Power of Attorney must be in file with the City.

DIRECTIONS FOR PREPARATION OF PERFORMANCE AND MATERIAL AND LABOR BOND

1. Individual sureties, partnerships, or corporations not in the surety business will not be acceptable.

2. The name of the Principal shall be shown exactly as it appears in the Contract.

3. The penal sum shall not be less than required by the Specifications.

4. If the Principals are partners or joint venturers, each member shall execute the bond as an individual and state his place of residence.

5. If the Principal is a corporation, the bond shall be executed under its corporate seal.

   If the corporation has no corporate seal, it shall so state and affix a scroll or adhesive seal following the corporate name.

6. The official character and authority of the person(s) executing the bond for the Principal, if a corporation, shall be certified by the Secretary or Assistant Secretary thereof under the corporate seal, or copies attached to such records of the corporation as will evidence the official character and authority of the officer signing, duly certified by the Secretary or Assistant Secretary, under the corporate seal, to be true copies.

7. The current power-of-attorney of the person signing for the surety company must be attached to the bond.

8. The date of the bond must not be prior to the date of the Contract.

9. The following information must be placed on the bond by the surety company:

   a. The rate of premium in dollars per thousand; and

   b. The total dollar amount of premium charged.

10. The signature of a witness shall appear in the appropriate place attending to the signature of each party of the bond.

11. Type or print the name underneath each signature appearing on the bond.

12. An executed copy of the bond must be attached to each copy of the Contract (original counterpart) intended for signing.

CITY OF UKIAH

Mendocino County, California

DEFECTIVE MATERIAL AND WORKMANSHIP (MAINTENANCE) BOND

KNOW ALL MEN BY THESE PRESENTS,

That we, _____

_____, as **PRINCIPAL**

and_____

_____, as **SURETY**,

are held and firmly bound unto the **City of Ukiah** as Obligee, in the penal sum of

_____

_____($_____),

(5 PERCENT OF THE FINAL CONTRACT AMOUNT)

to which payment well and truly to be made, we do bind ourselves, our and each of our heirs, executors, administrators successors and assigns jointly and severally, firmly by these presents.

WHEREAS, the said Principal entered into a Contract with the City Of Ukiah dated_____

for _____

_____

WHEREAS, said Contract has been completed, and was approved on the _____ day of _____, _____,

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal shall guarantee that the work will be free of any defective materials or workmanship which become apparent during the period of one (1) year following completion of the Contract, then this obligation shall be void, otherwise to remain in full force and effect, provided however, any additional warranty or guarantee whether expressed or implied is extended by the Principal or Manufacturer only, and the surety assumes no liability for such a guarantee.

Signed, sealed, and dated this _____ day of _____, 20_____.

_____(Seal)

BY:_____(Seal)

_____(Seal)

Principal

_____(Seal)

BY:_____(Seal)

_____(Seal)

Surety

INSURANCE REQUIREMENTS FOR CONTRACTORS

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

I. **Minimum Scope of Insurance**

Coverage shall be at least as broad as:

A. Insurance Services Office Commercial **General Liability coverage** (Form No. CG 20 10 10 01 and Commercial General Liability – Completed Operations Form No. CG 20 37 10 01).

B. Insurance Services Office form number CA 0001 (Ed. 1/87) covering **Automobile Liability**, code 1 (any auto).

C. **Worker's Compensation** insurance as required by the State of California and Employer's Liability Insurance.

II. **Minimum Limits of Insurance**

Contractor shall maintain limits no less than:

A. General Liability: $2,000,000 per occurrence for bodily injury, personal injury and property damage **including operations, products and completed operations.** If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. Insurance must be written on an occurrence basis.

B. Automobile Liability: $2,000,000 per accident for bodily injury and property damage. Insurance must be written on an occurrence basis.

C. Worker's Compensation Employer's Liability: $1,000,000 per accident for bodily injury or disease.

III. **Deductibles and Self-Insured Retentions**

Any deductibles or self-insured retentions must be declared to and approved by the City. The City may require the insurer to reduce or eliminate such deductibles or self-insured retentions with respect to the City, its officers, officials, employees and volunteers; or the Contractor to provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses; or to approve the deductible without a guarantee.

IV. **REQUIRED Insurance Provisions**

Proof of **general liability and automobile liability** policies are to contain, or **be endorsed** to contain, the following provisions:

A. The City, its officers, officials, employees, and volunteers are to be covered as **ADDITIONAL INSURED** with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the contractor; and with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment, furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance, or as a separate owner's policy.

B. **The workers' compensation policy is to be endorsed with a waiver of subrogation**. The insurance company, in its endorsement, agrees to waive all rights of subrogation against the City, its officers, officials, employees and volunteers for losses paid under the terms of this policy which arises from the work performed by the named insured for the City. NOTE: You cannot be added as an additional insured on a workers' compensation policy.

C. For any claims related to this project, the Contractor's insurance coverage shall be **primary insurance** with respect to the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be in excess of the Contractor's insurance and shall not contribute with it.

D. Each insurance policy required by this clause shall be endorsed to state that coverage shall **not be canceled** by either party, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.

E. **Note: (This protects the Contractor)** -Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of Civil Code.

V. **RATING - Acceptability of Insurers**

Insurance is to be placed with admitted California insurers with a current A.M. Best's rating of no less than A- for financial strength, AA for long-term credit rating and AMB-1 for short-term credit rating.

VI. **Verification of Coverage**

Contractor shall furnish the City with original certificates and amendatory endorsements affecting coverage required by this clause. The endorsements should be on **forms provided by the City.** If endorsements are on forms other than the City's forms, those endorsements or policies must provide coverage that is equivalent to or better than the forms requested by the City. All certificates and endorsements are to be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

VII. **Subcontractors**

Contractor shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

If you have questions regarding our insurance requirements contact:

Risk Manager
(707) 463-6287 FAX (707) 463-6204