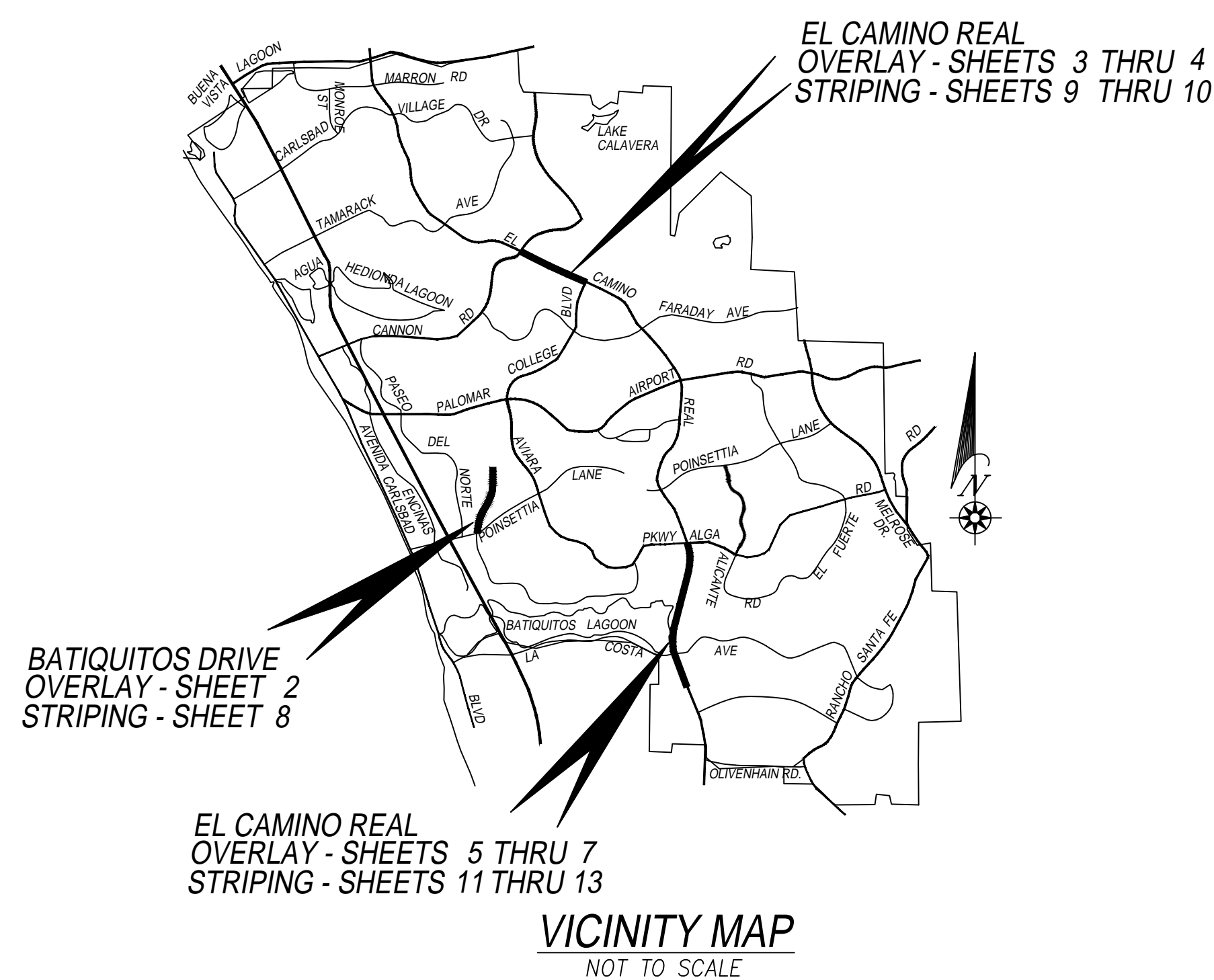


FY 2020-21 PAVEMENT OVERLAY
PROJECT NO. 6001-200L

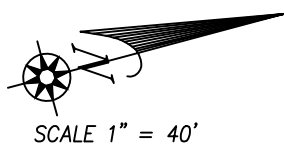
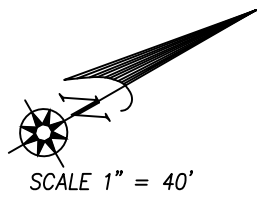
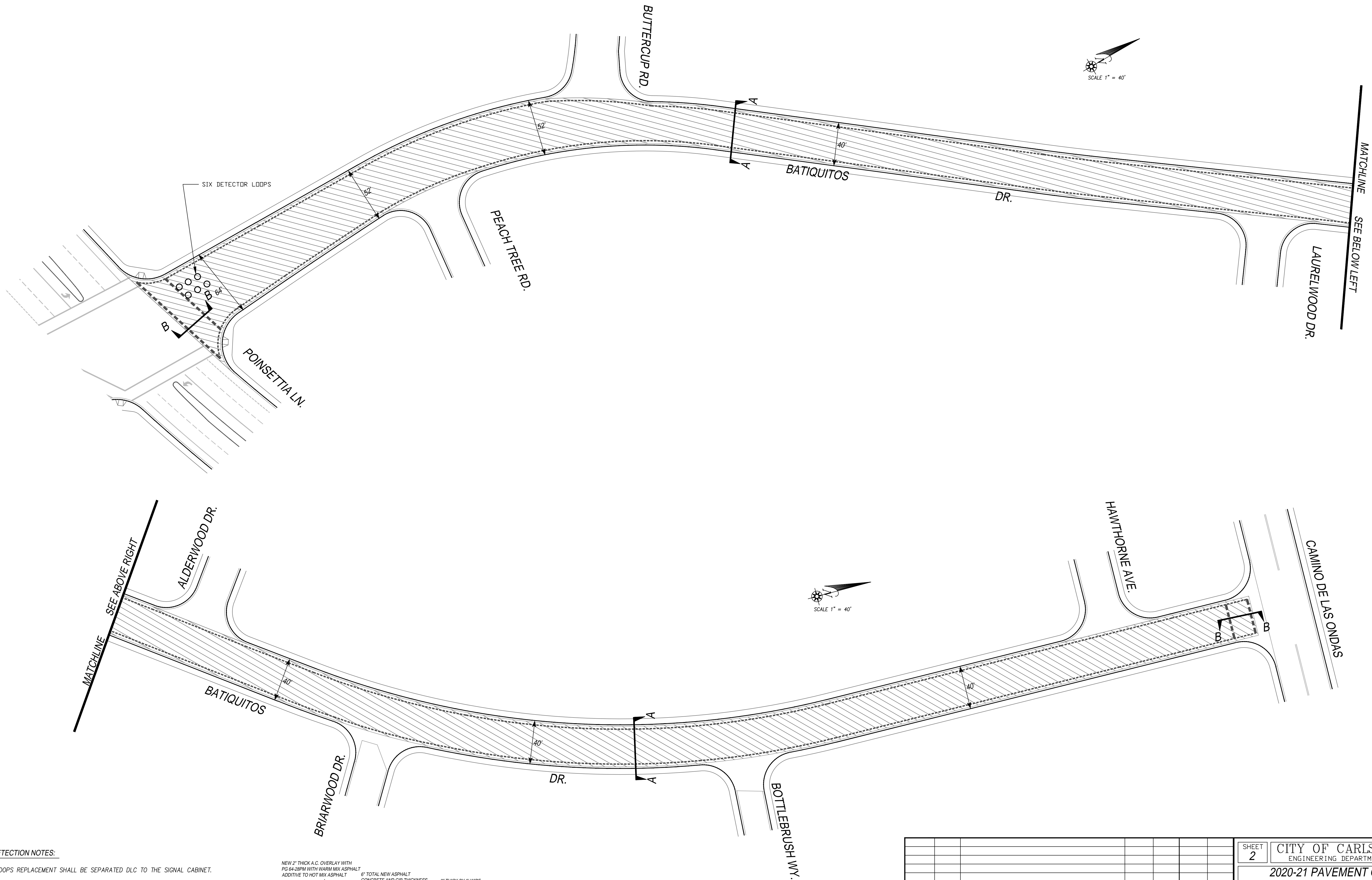


PAZ GOMEZ
DEPUTY CITY MANAGER - PUBLIC WORKS



SHEET LIST TABLE	
SHEET TITLE	SHEET NUMBER
TITLE SHEET	1
BATIKUITOS DRIVE OVERLAY AND CIR	2
EL CAMINO REAL OVERLAY AND CIR	3
EL CAMINO REAL OVERLAY AND CIR	4
EL CAMINO REAL OVERLAY AND CIR	5
EL CAMINO REAL OVERLAY AND CIR	6
EL CAMINO REAL MILL AND OVERLAY	7
BATIKUITOS DRIVE STRIPING	8
EL CAMINO REAL STRIPING	9
EL CAMINO REAL STRIPING	10
EL CAMINO REAL STRIPING	11
EL CAMINO REAL STRIPING	12
EL CAMINO REAL STRIPING	13
STRIPING DETAILS	14

										SHEET 1	CITY OF CARLSBAD ENGINEERING DEPARTMENT	SHEETS 14	
										2020-21 PAVEMENT OVERLAY TITLE SHEET			
										APPROVED HOSSEIN AJIDEH			
												08/20/20	
										ENGINEERING MANAGER PE 75991 EXPIRES 6/30/22 DATE			
DATE	INITIAL						DATE	INITIAL	DATE	INITIAL	DWN BY:	PROJECT NO.	DRAWING NO.
ENGINEER OF WORK		REVISION DESCRIPTION					OTHER APPROVAL		CITY APPROVAL		AC	6001-200L	522-4
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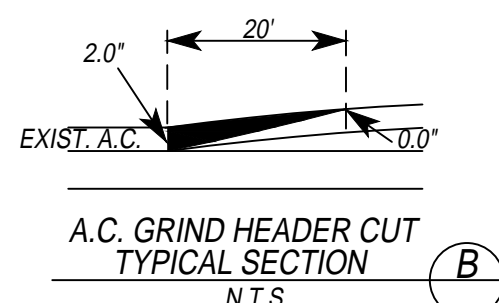
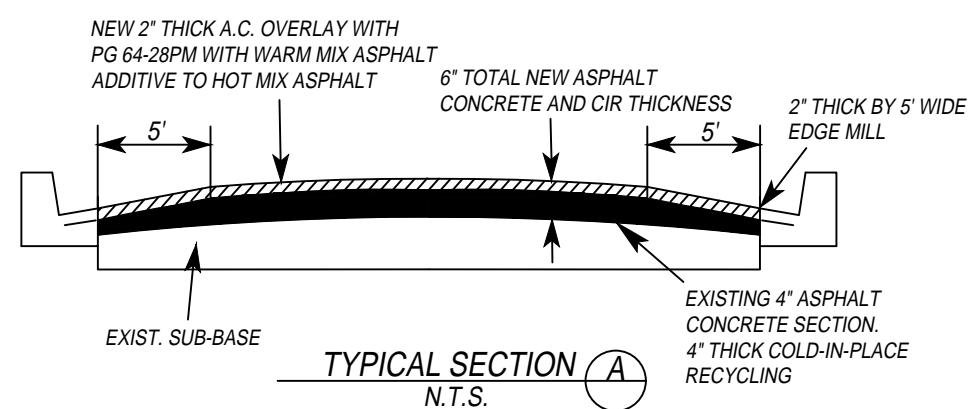


LOOP DETECTION NOTES:

1. ALL LOOPS REPLACEMENT SHALL BE SEPARATED DLC TO THE SIGNAL CABINET.

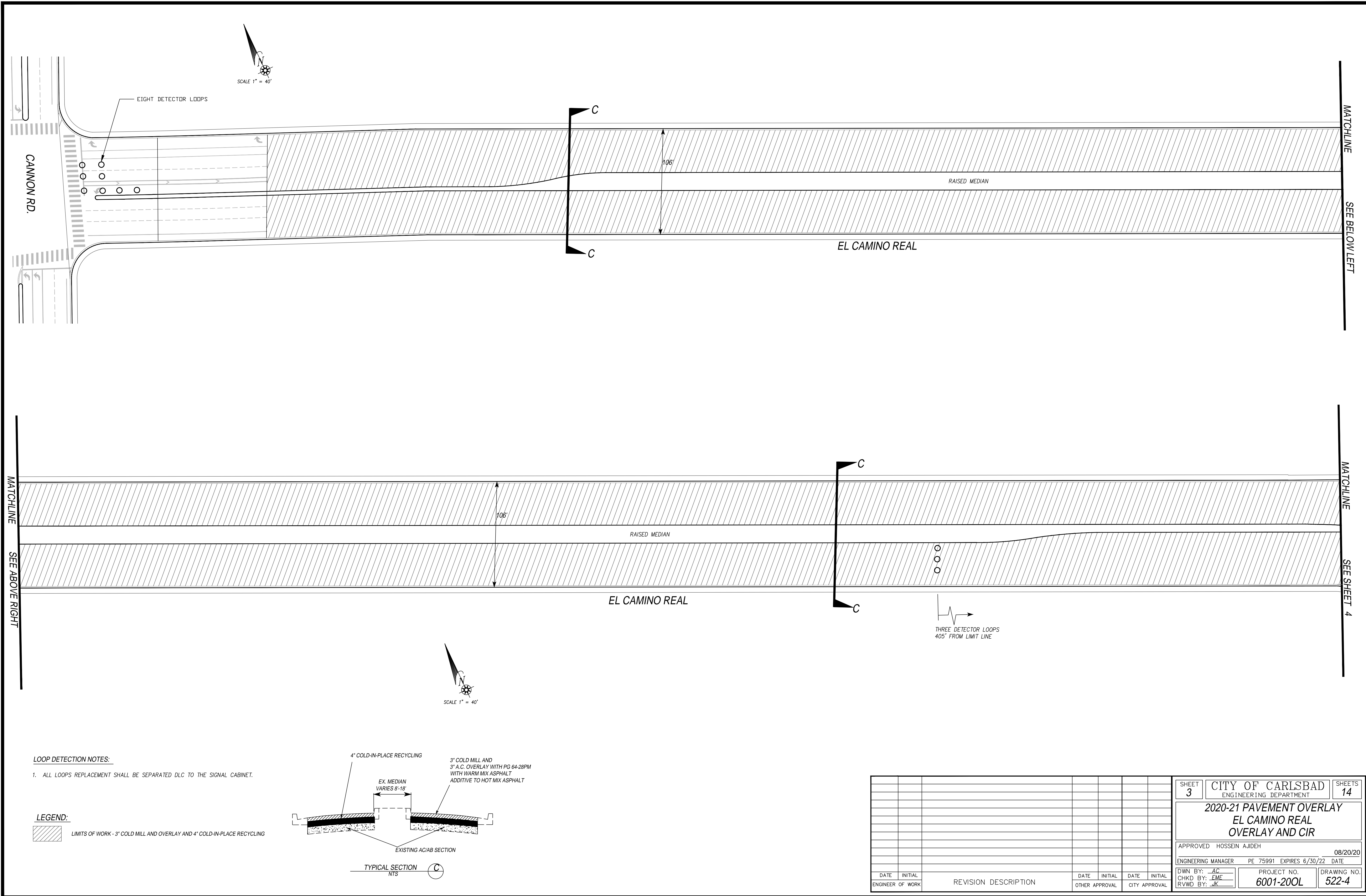
LEGEND:

- LIMITS OF WORK - COLD-IN-PLACE RECYCLING AND OVERLAY
 20' WIDE A.C. GRIND (HEADER CUT)
 5' WIDE A.C. GRIND (COLD MILL)



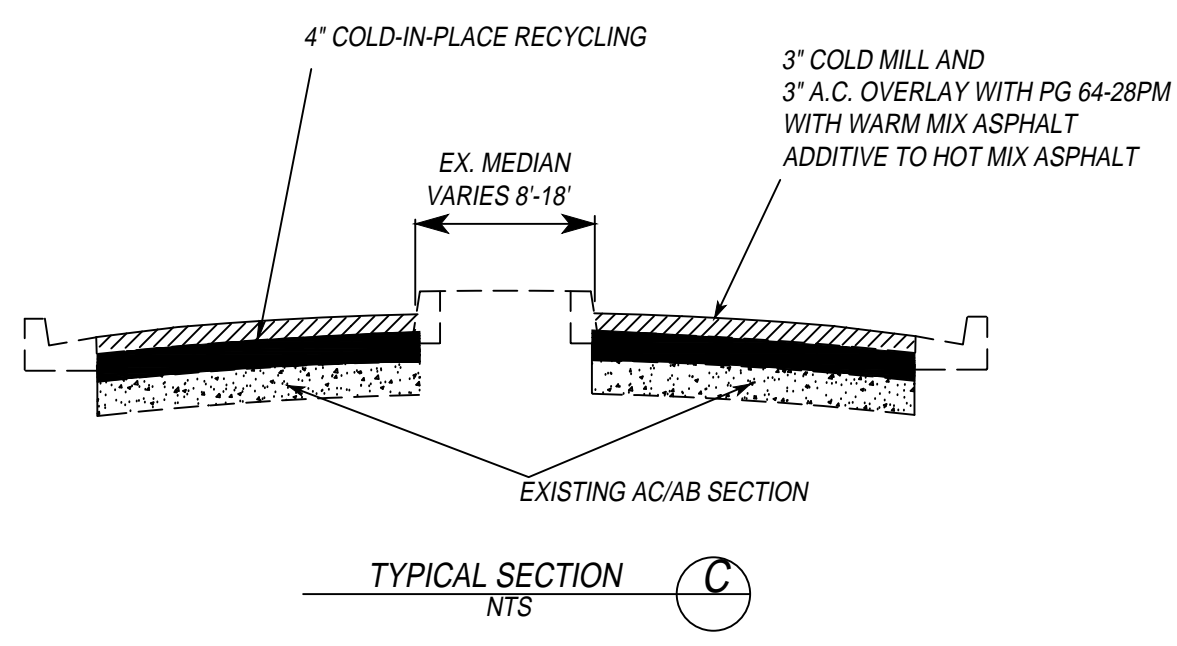
DATE	INITIAL	REVISION DESCRIPTION	DATE	INITIAL	DATE	INITIAL
ENGINEER OF WORK			OTHER APPROVAL		CITY APPROVAL	

SHEET 2	CITY OF CARLSBAD ENGINEERING DEPARTMENT	SHEETS 14
2020-21 PAVEMENT OVERLAY BATIQUITOS DRIVE OVERLAY AND CIR		
APPROVED HOSSEIN AJIDEH ENGINEERING MANAGER PE 75991 EXPIRES 6/30/22 DATE 08/20/20		
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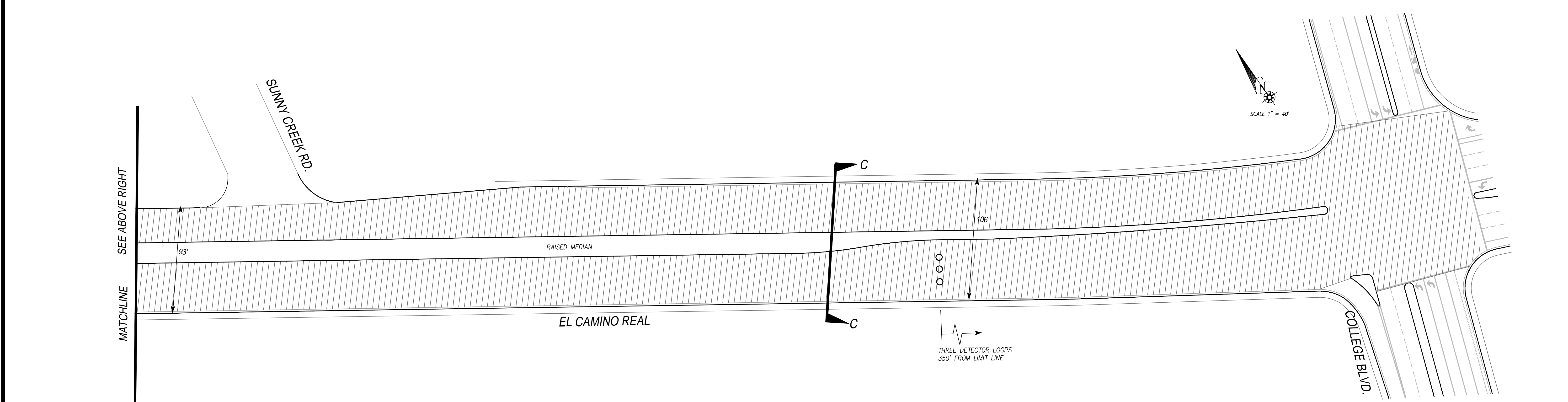
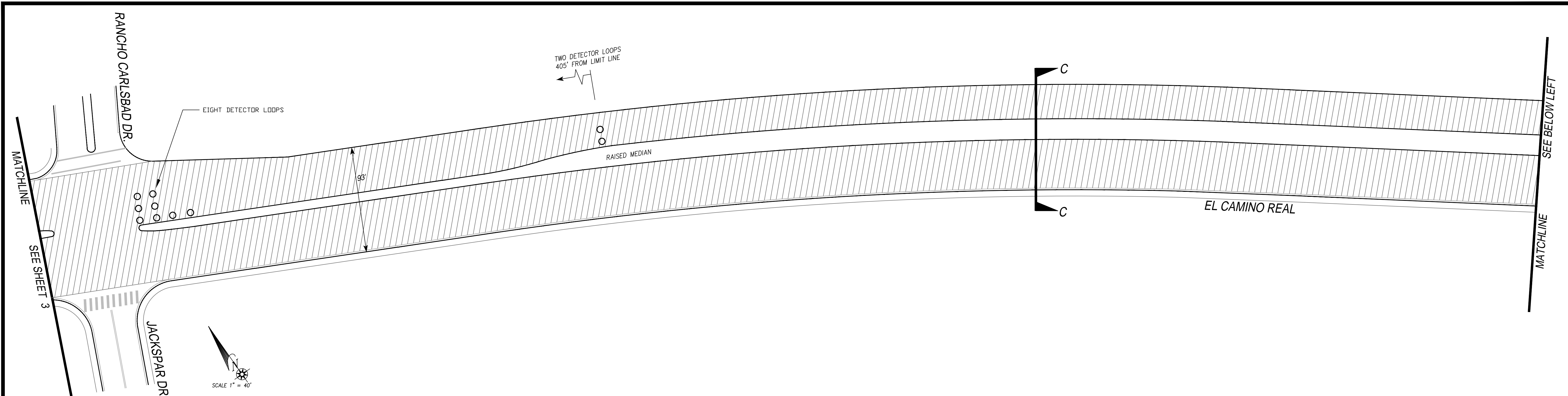


LOOP DETECTION NOTES:
1. ALL LOOPS REPLACEMENT SHALL BE SEPARATED DLG TO THE SIGNAL CABINET.

LEGEND:
LIMITS OF WORK - 3" COLD MILL AND OVERLAY AND 4" COLD-IN-PLACE RECYCLING



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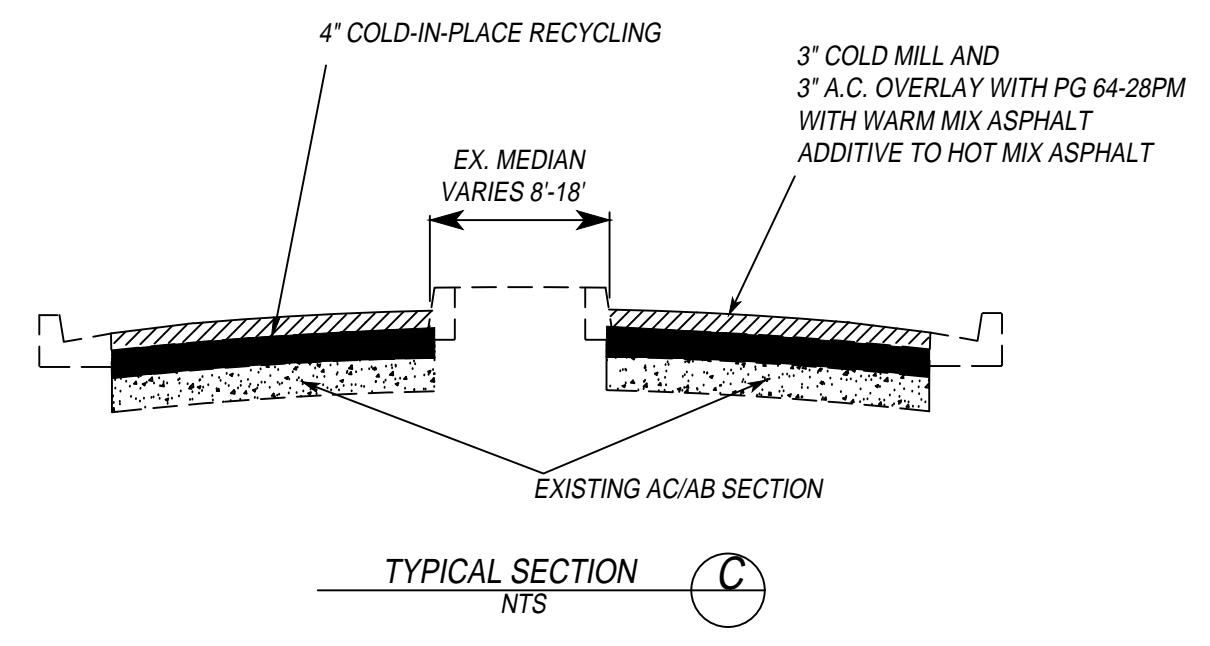


LOOP DETECTION NOTES:

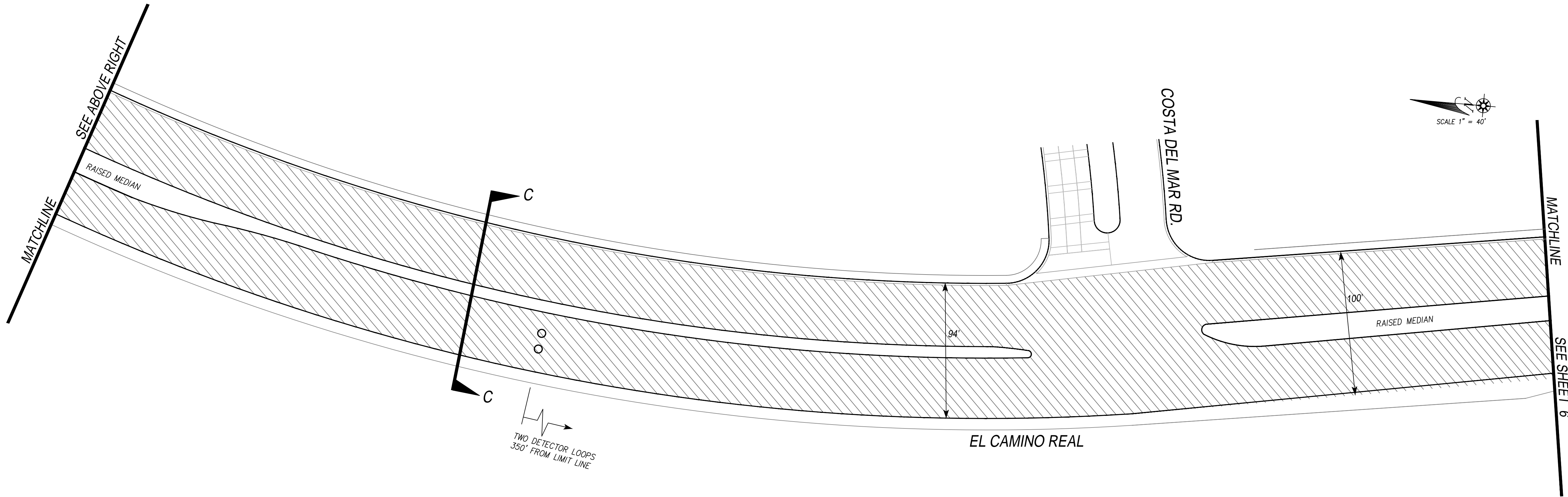
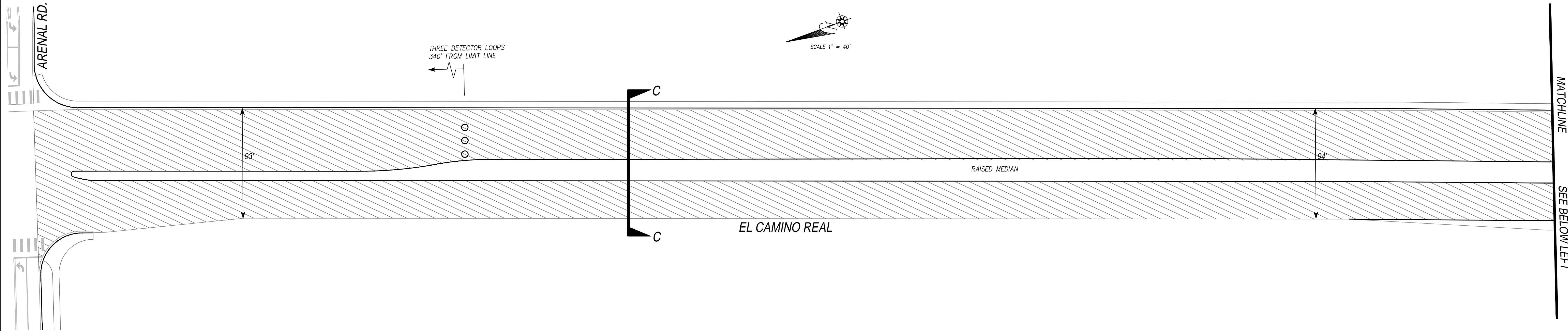
1. ALL LOOPS REPLACEMENT SHALL BE SEPARATED DLC TO THE SIGNAL CABINET.

LEGEND:

LIMITS OF WORK - 3" COLD MILL AND OVERLAY AND 4" COLD-IN-PLACE RECYCLING



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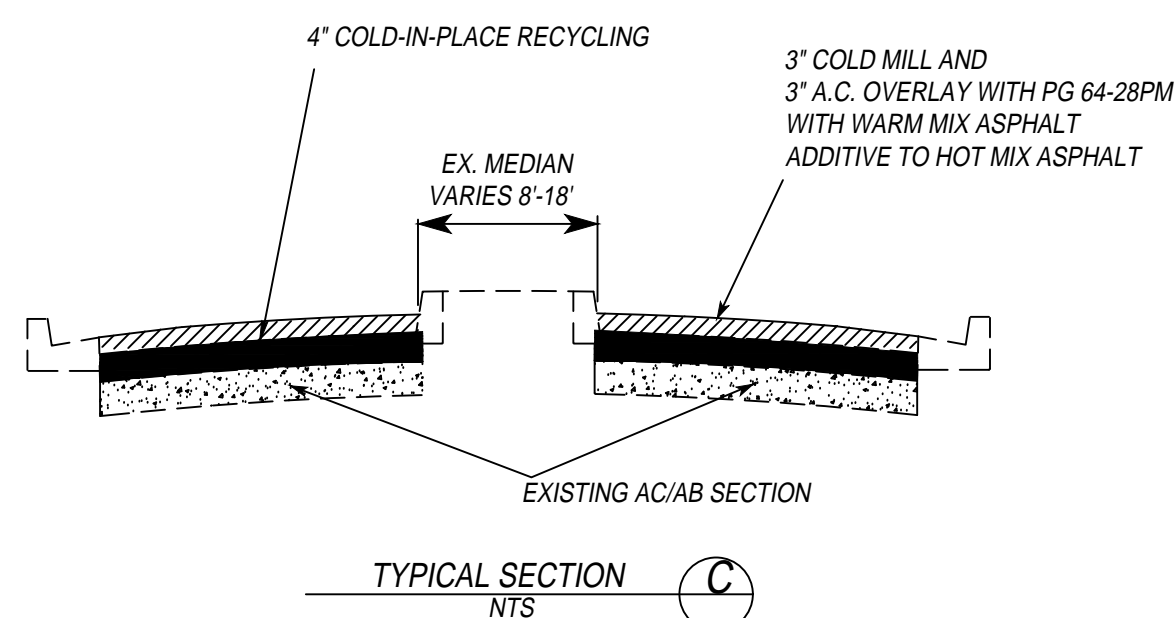


LOOP DETECTION NOTES:

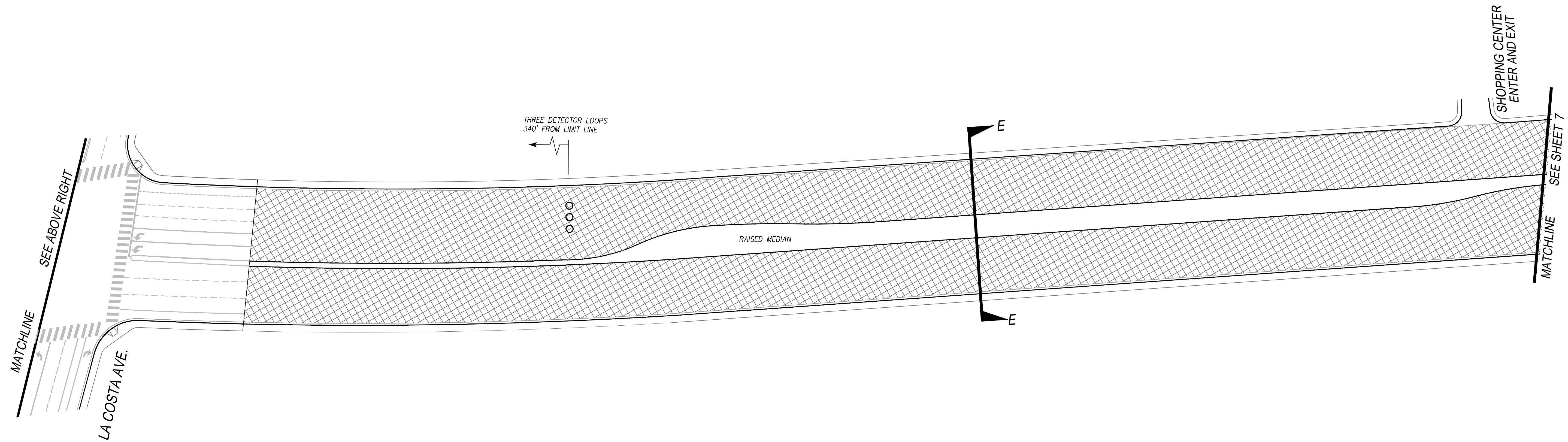
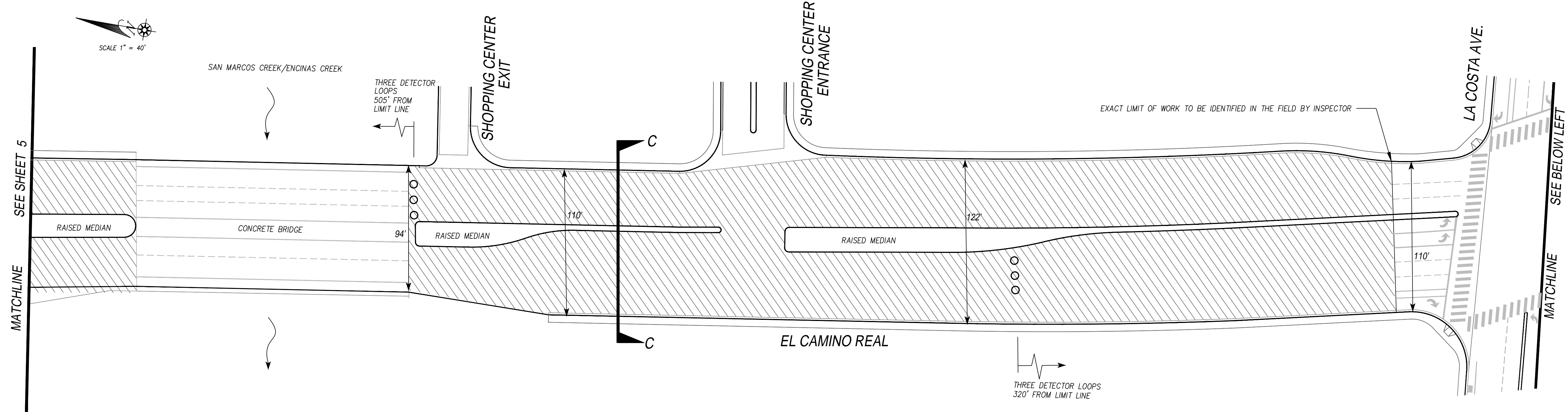
- ALL LOOPS REPLACEMENT SHALL BE SEPARATED DLC TO THE SIGNAL CABINET.

LEGEND:

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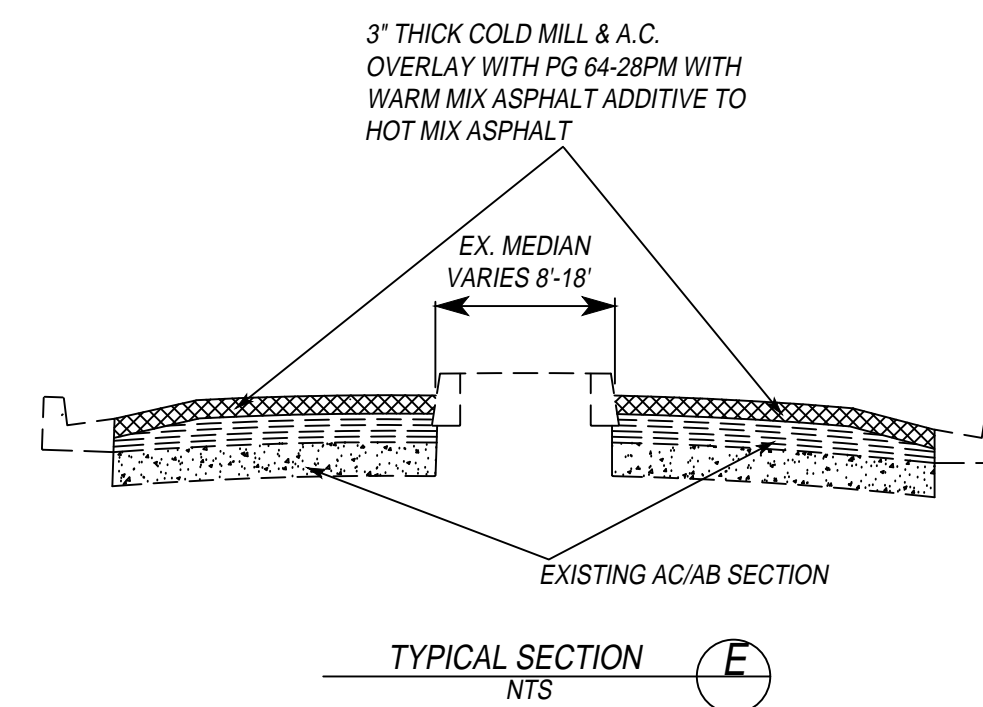
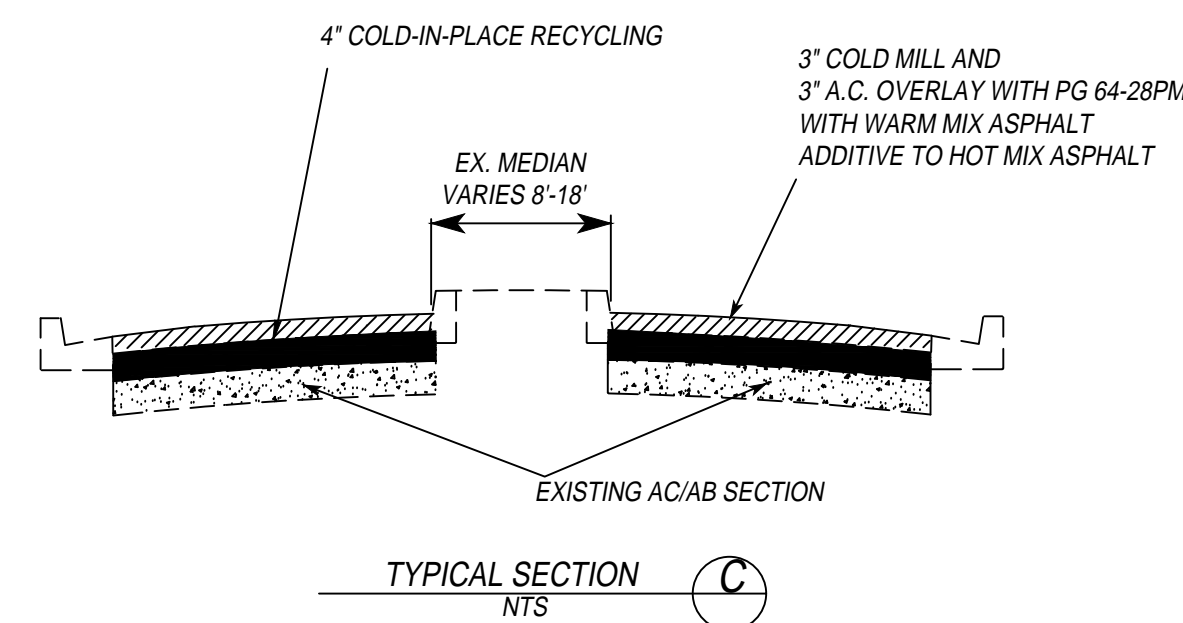


LOOP DETECTION NOTES:

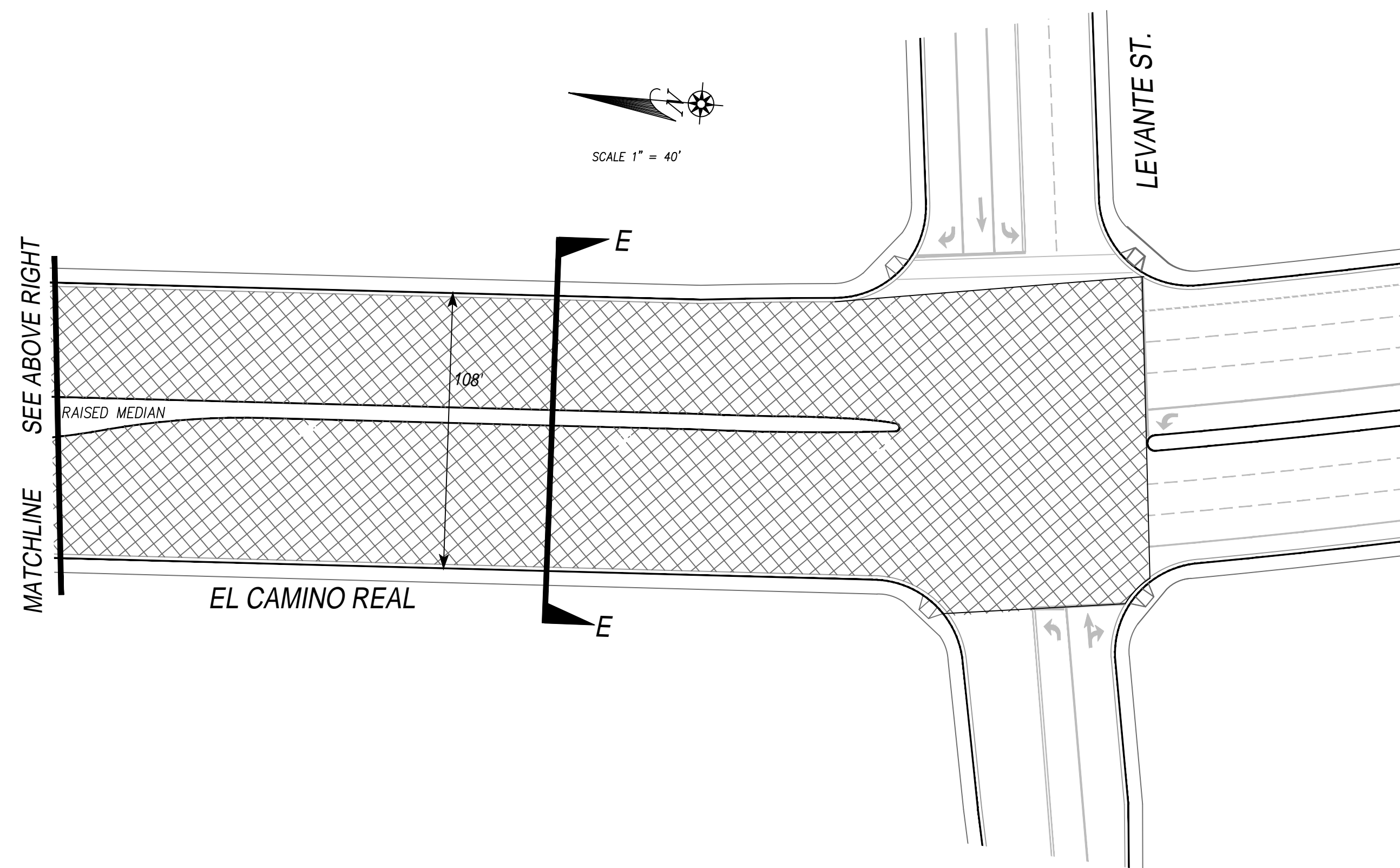
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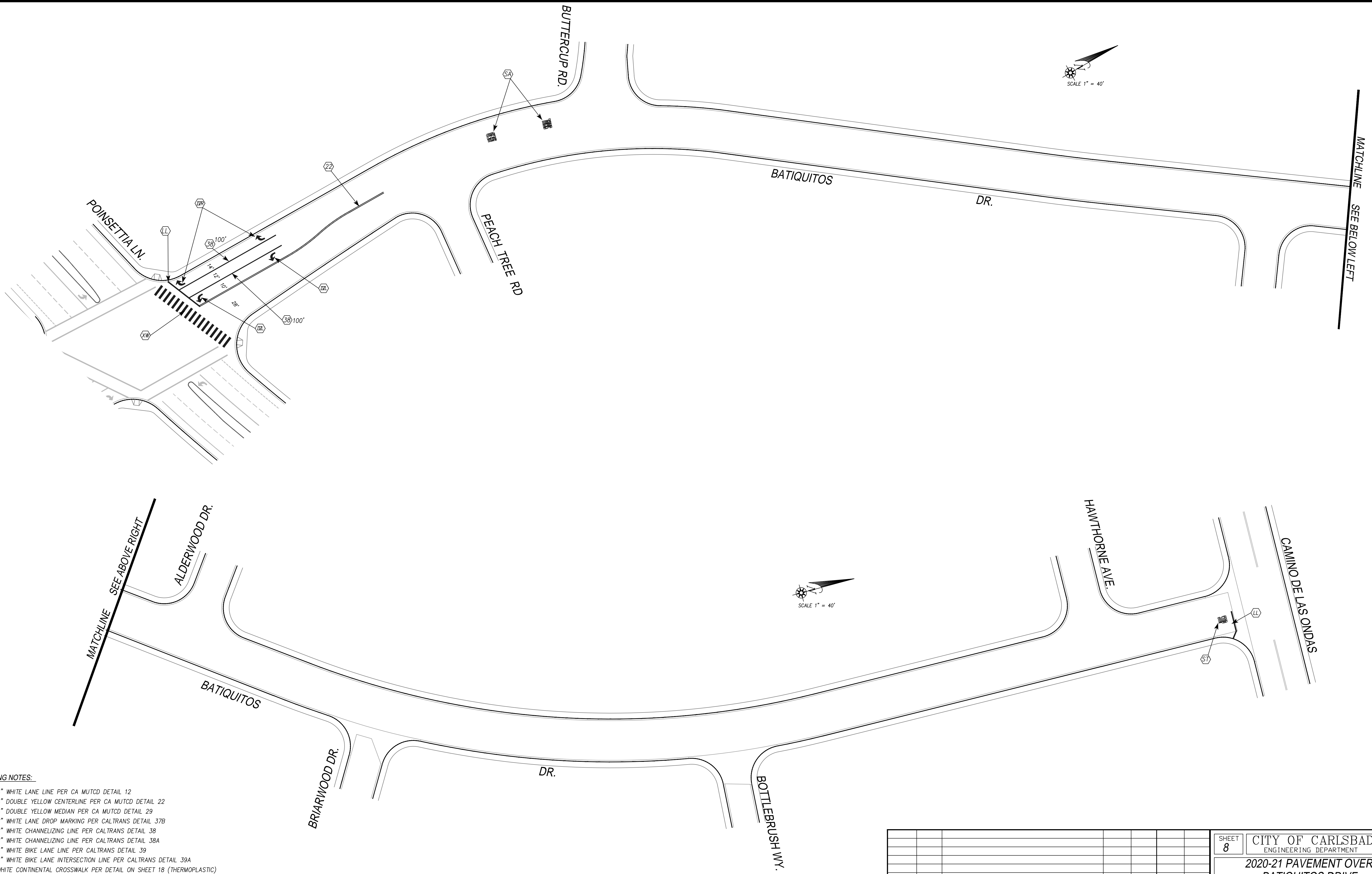
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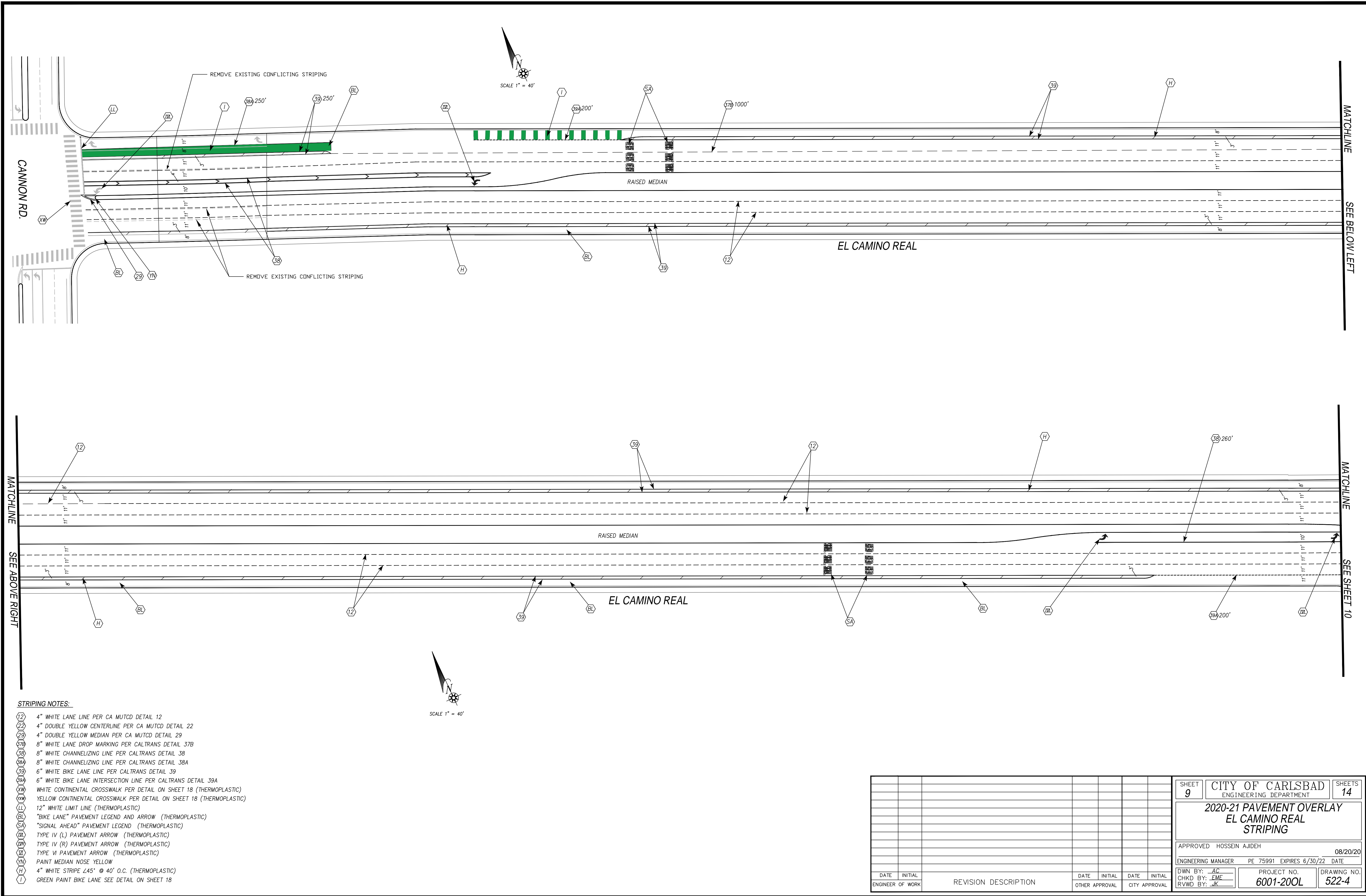
[illegible]



STRIPING NOTES:

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- (22) 4" DOUBLE YELLOW CENTERLINE PER CA MUTCD DETAIL 22
- (29) 4" DOUBLE YELLOW MEDIAN PER CA MUTCD DETAIL 29
- (37B) 8" WHITE LANE DROP MARKING PER CALTRANS DETAIL 37B
- (38) 8" WHITE CHANNELIZING LINE PER CALTRANS DETAIL 38
- (38A) 8" WHITE CHANNELIZING LINE PER CALTRANS DETAIL 38A
- (39) 6" WHITE BIKE LANE LINE PER CALTRANS DETAIL 39
- (39A) 6" WHITE BIKE LANE INTERSECTION LINE PER CALTRANS DETAIL 39A
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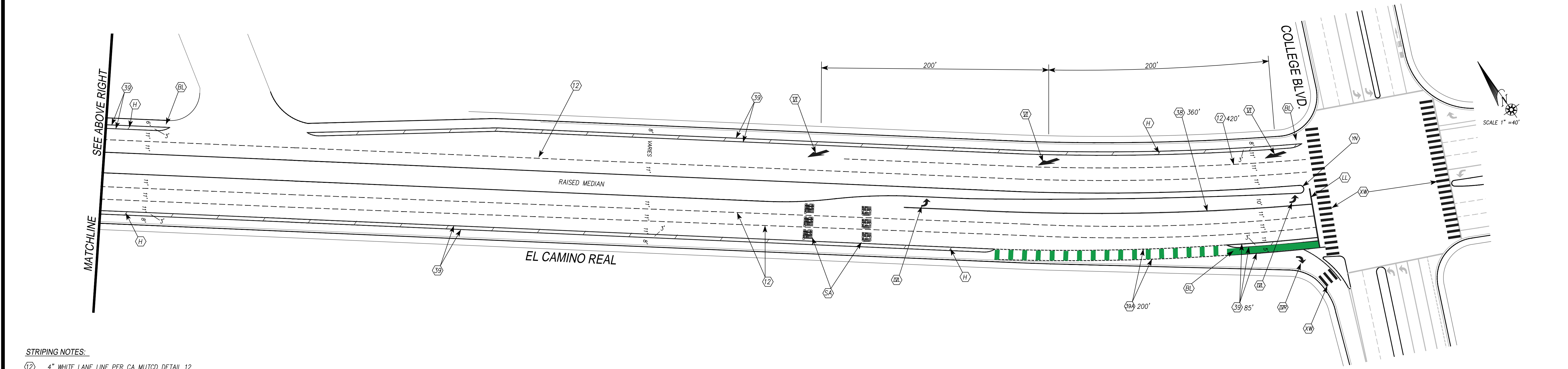
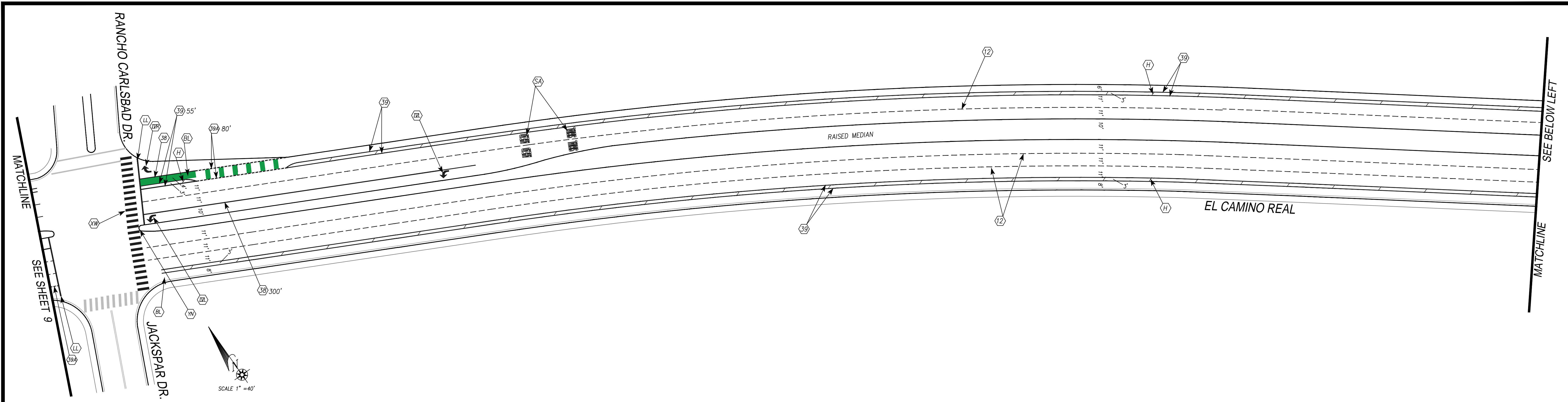
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- (29) 4" DOUBLE YELLOW MEDIAN PER CA MUTCD DETAIL 29
- (37B) 8" WHITE LANE DROP MARKING PER CALTRANS DETAIL 37B
- (38) 8" WHITE CHANNELIZING LINE PER CALTRANS DETAIL 38
- (38A) 8" WHITE CHANNELIZING LINE PER CALTRANS DETAIL 38A
- (39) 6" WHITE BIKE LANE LINE PER CALTRANS DETAIL 39
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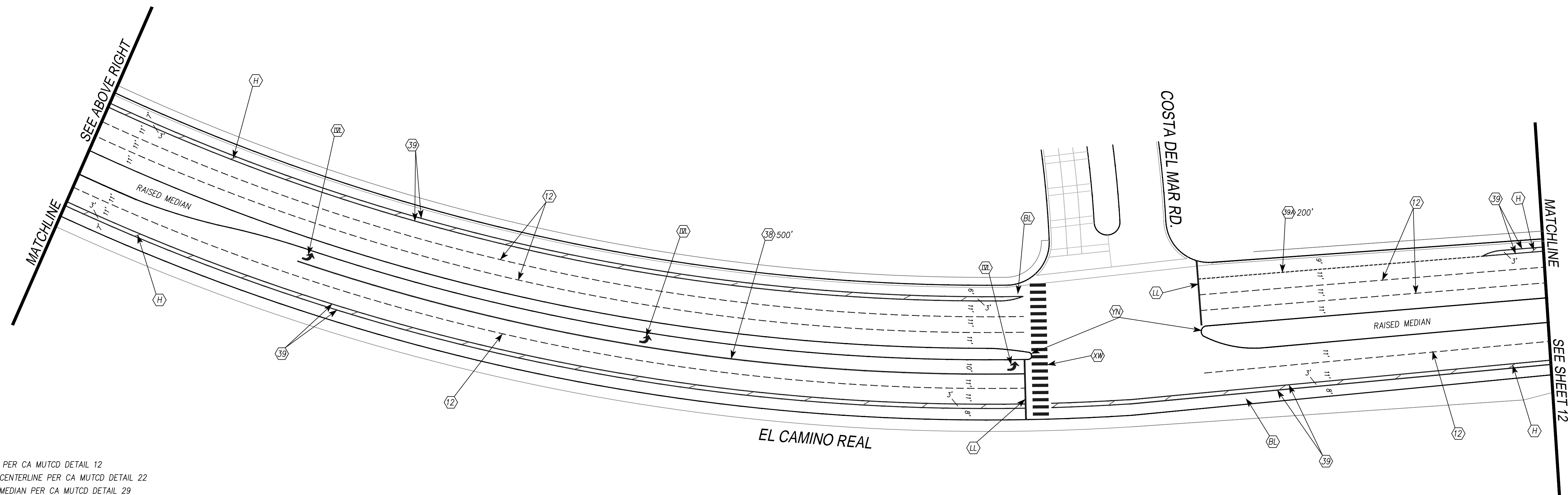
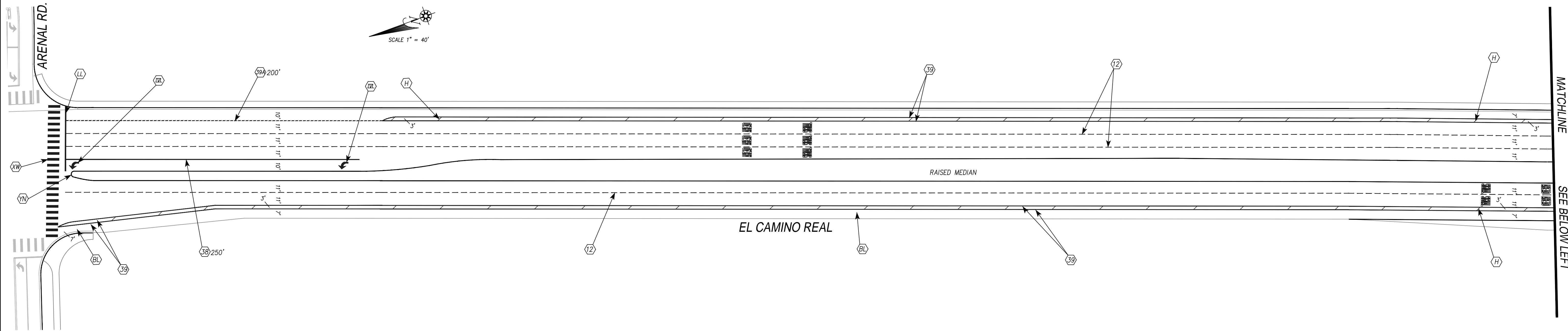
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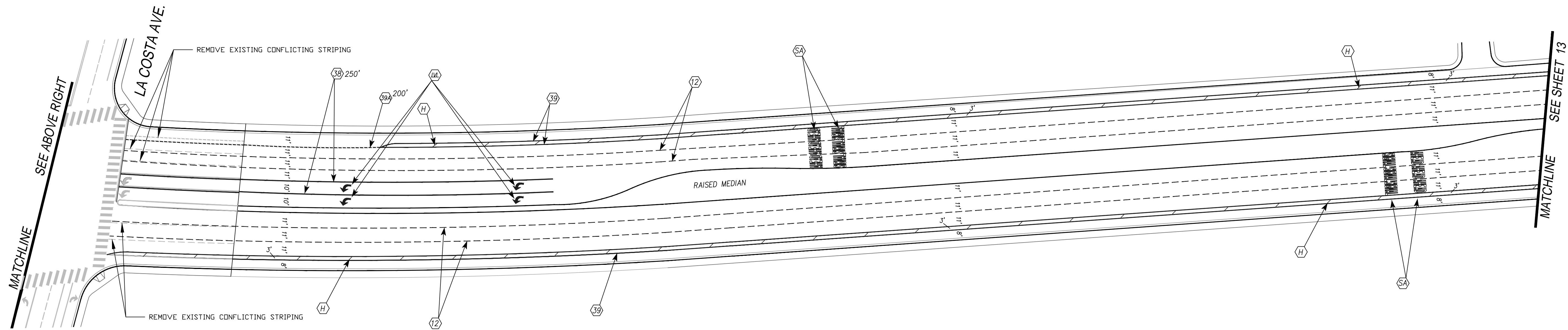
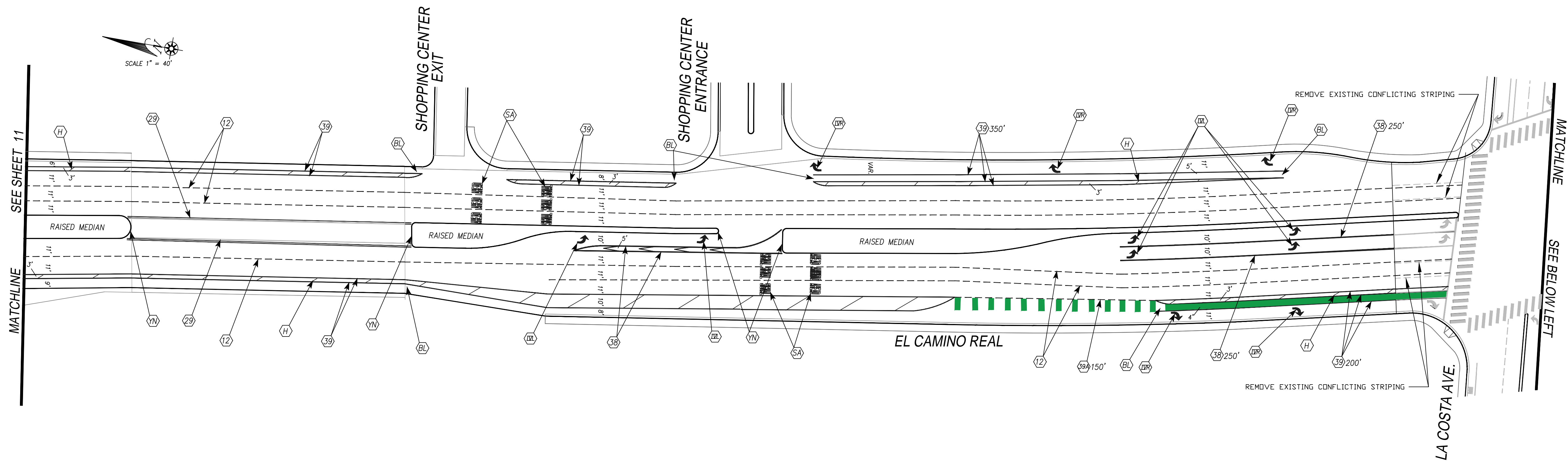
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- 29 4" DOUBLE YELLOW MEDIAN PER CA MUTCD DETAIL 29
- 37B 8" WHITE LANE DROP MARKING PER CALTRANS DETAIL 37B
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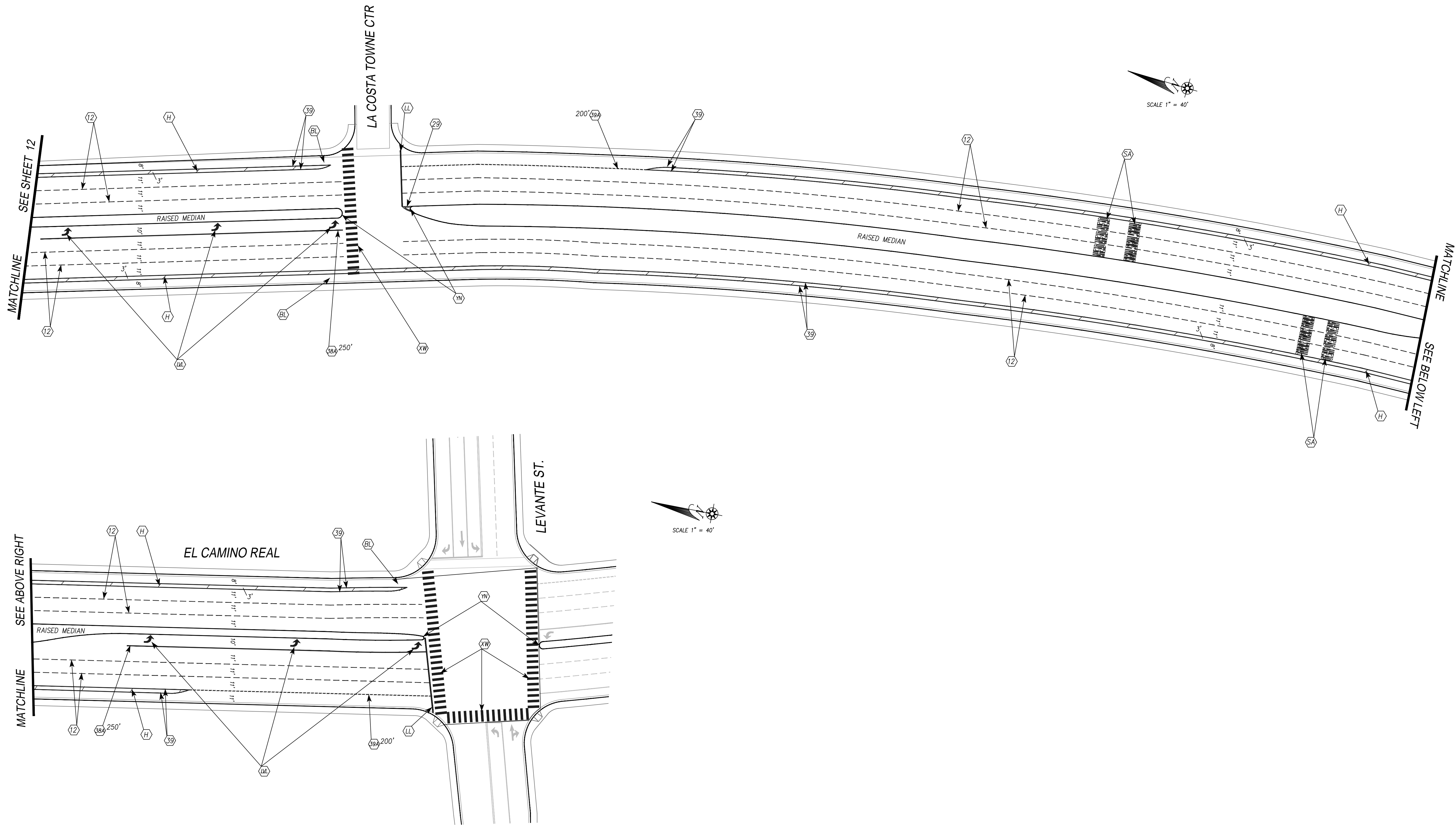
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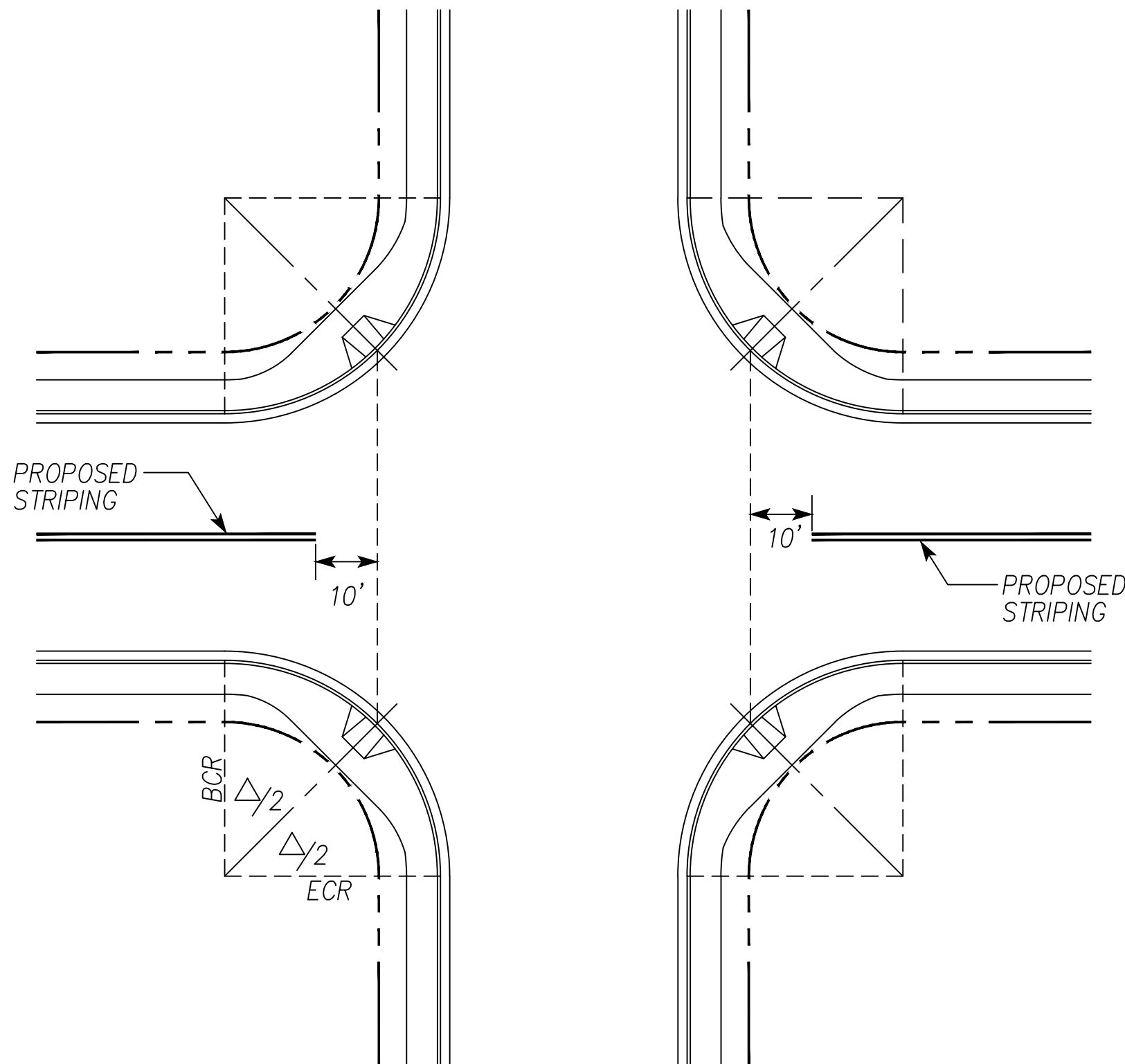
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- (XW) WHITE CONTINENTAL CROSSWALK PER DETAIL ON SHEET 18 (THERMOPLASTIC)
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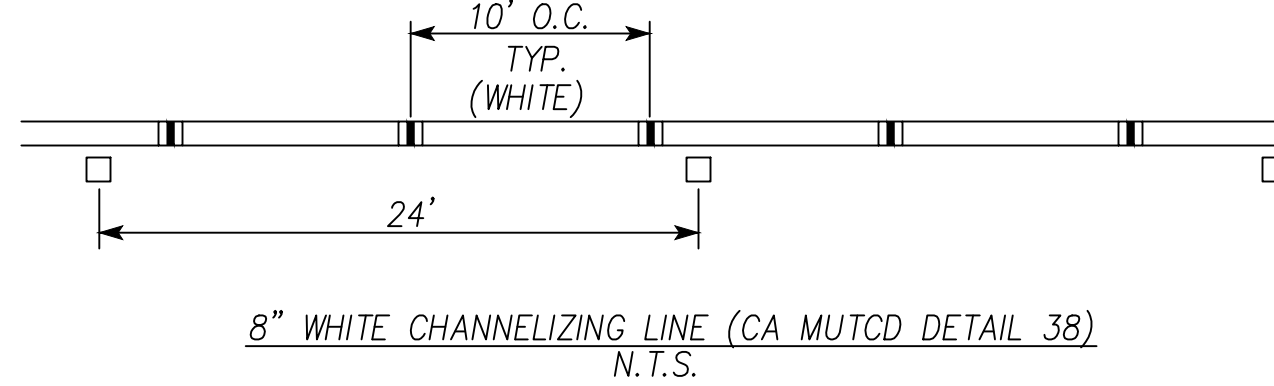
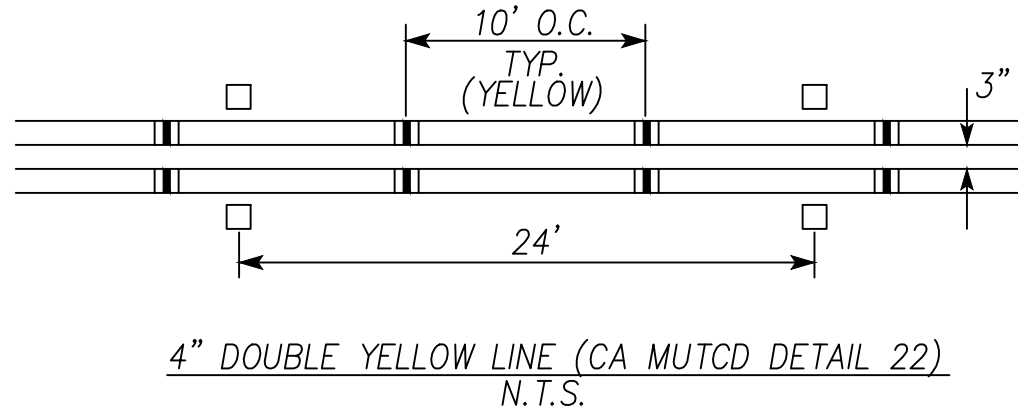
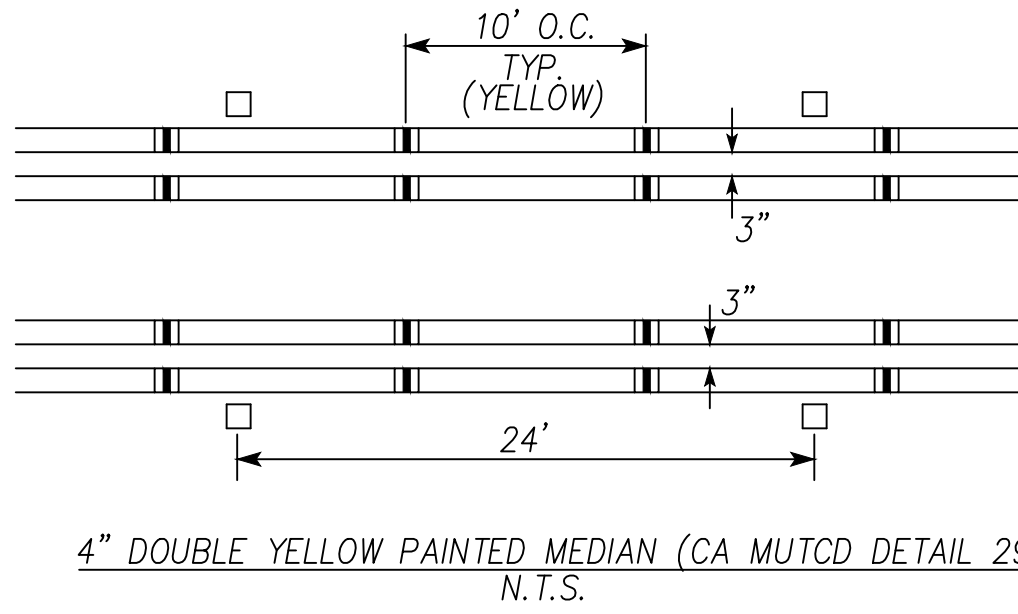
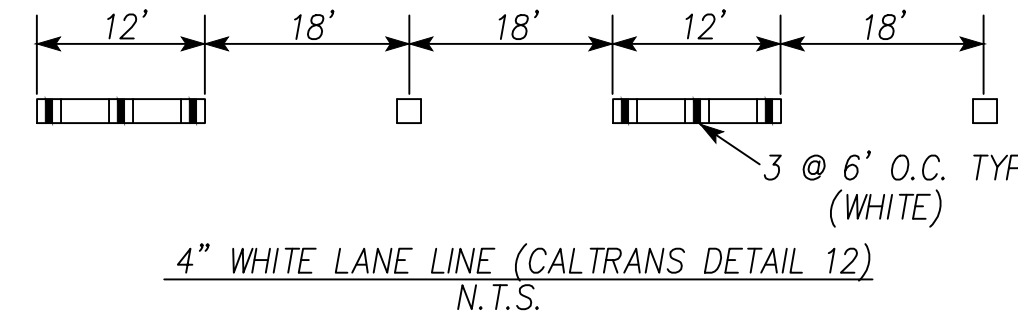
STRIPING PLAN GENERAL NOTES

1. THE CONTRACTOR IS RESPONSIBLE FOR INSTALLATION OF ALL SIGNING AND STRIPING.
2. ALL SIGNING, STRIPING AND PAVEMENT MARKINGS SHALL CONFORM TO THE CALIFORNIA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (LATEST VERSION), CALTRANS STANDARD SPECIFICATIONS (LATEST VERSION), THESE PLANS AND THE SPECIAL PROVISIONS.
3. ALL SIGNING AND STRIPING IS SUBJECT TO THE APPROVAL OF THE CITY ENGINEER OR HIS REPRESENTATIVE, PRIOR TO INSTALLATION.
4. ANY DEVIATION FROM THESE SIGNING AND STRIPING PLANS SHALL BE APPROVED BY THE ENGINEER OF WORKS AND THE CITY ENGINEER PRIOR TO ANY CHANGE IN THE FIELD.
5. ALL SIGNING AND STRIPING SHALL BE REFLECTIVE PER CALTRANS SPECIFICATIONS. STRIPING SHALL BE REPAINTED TWO WEEKS AFTER INITIAL PAINTING.
6. PRIOR TO FINAL ACCEPTANCE OF STREET IMPROVEMENTS, ALL STREET STRIPING AND MARKINGS WITHIN A 500' PERIMETER OF THE CONSTRUCTION PROJECT WILL BE RESTORED TO A "LIKE NEW" CONDITION, IN A MANNER MEETING THE APPROVAL OF THE CITY INSPECTOR.
7. EXACT LOCATION OF STRIPING AND STOP LIMIT LINES SHALL BE APPROVED BY THE CITY ENGINEER OR HIS REPRESENTATIVE PRIOR TO INSTALLATION.
8. CONTRACTOR SHALL REMOVE ALL CONFLICTING PAINTED LINES, MARKINGS AND PAVEMENT LEGENDS BY GRINDING. DEBRIS SHALL BE PROMPTLY REMOVED BY THE CONTRACTOR.
9. ALL PAVEMENT LEGENDS SHALL BE THE LATEST VERSION OF THE CALTRANS METRIC STENCILS.
10. LIMIT LINES AND CROWSWALKS SHALL BE FIELD LOCATED. CROWSWALKS SHALL HAVE 10' INSIDE DIMENSION FROM CURB OR OTHER FIELD OBJECTS.
11. ALL CROWSWALKS, LIMIT LINES, STOP BARS, PAVEMENT ARROWS AND PAVEMENT LEGENDS SHALL BE THERMOPLASTIC UNLESS OTHERWISE SPECIFIED.
12. FIRE HYDRANT PAVEMENT MARKERS SHALL CONFORM TO THE CALIFORNIA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (LATEST EDITION) AND SAN DIEGO REGIONAL STANDARD DRAWING M-19.
13. TEMPORARY PAVEMENT MARKERS SHALL BE INSTALLED FOR ALL STRIPING.
14. PAINT BIKE LANE TRANSITIONS GREEN GREEN TRAFFIC PAINT TO BE EF SERIES WB GRN FAST DRY 1952F 1/2" PRODUCT CODE 183, PRODUCT COLOR GREEN (34108) BY ENNIS FLINT OR APPROVED EQUAL PAINT TO MEET FEDERAL SPEC TT-P-1952F TYPE I & II.



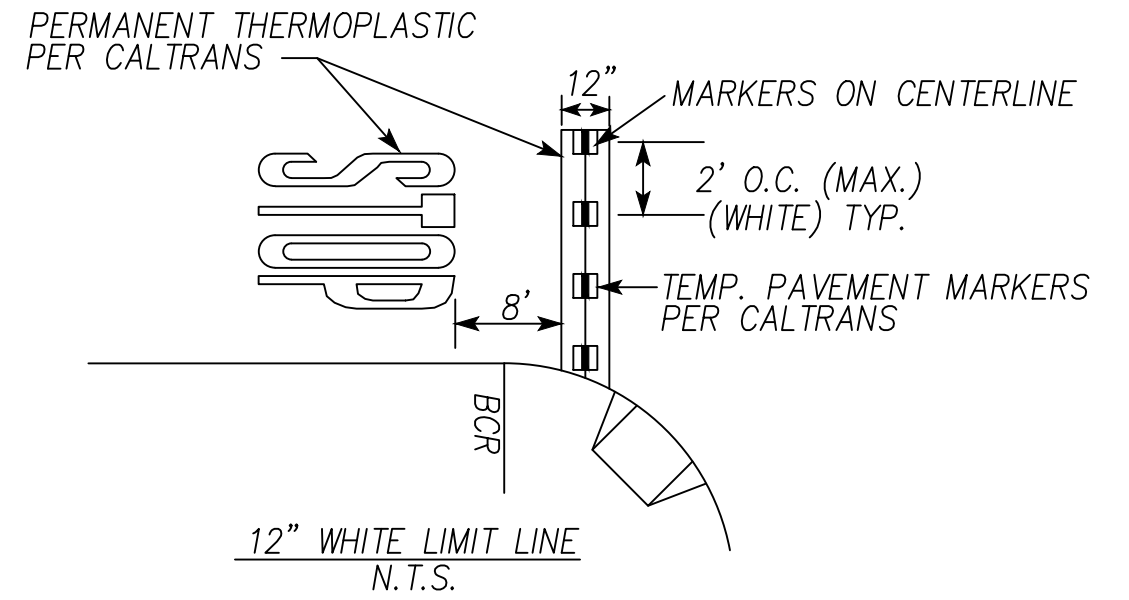
DETAIL: TYPICAL STRIPING AT INTERSECTION

N.T.S



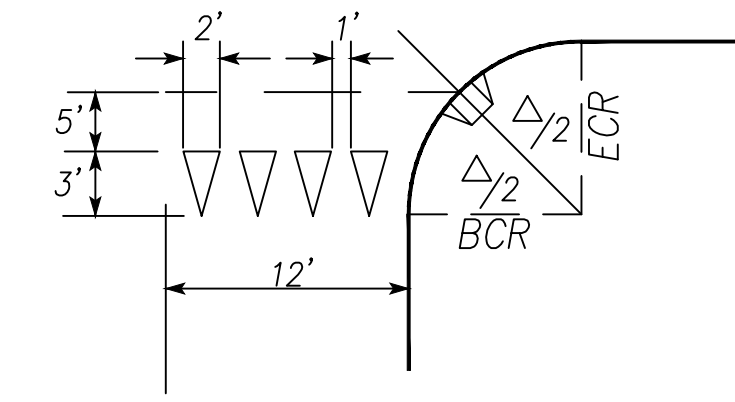
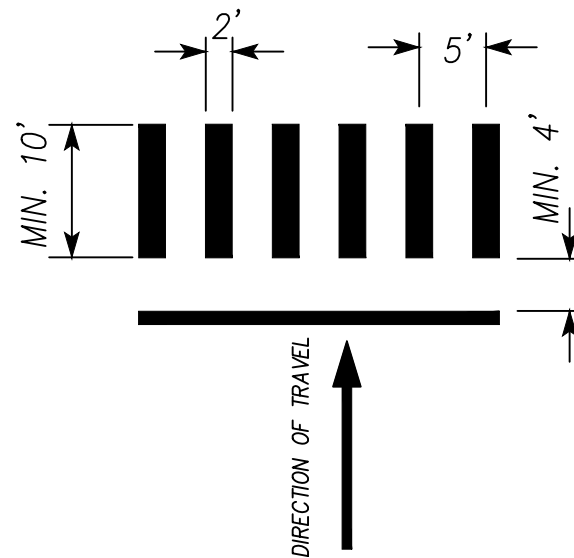
LEGEND:

- ☐ PERMANENT STRIPING PER CALTRANS STD. PLAN
☐ PERMANENT PAVEMENT MARKERS PER CALTRANS STD. PLAN
☒ TEMPORARY PAVEMENT MARKERS PER CALTRANS



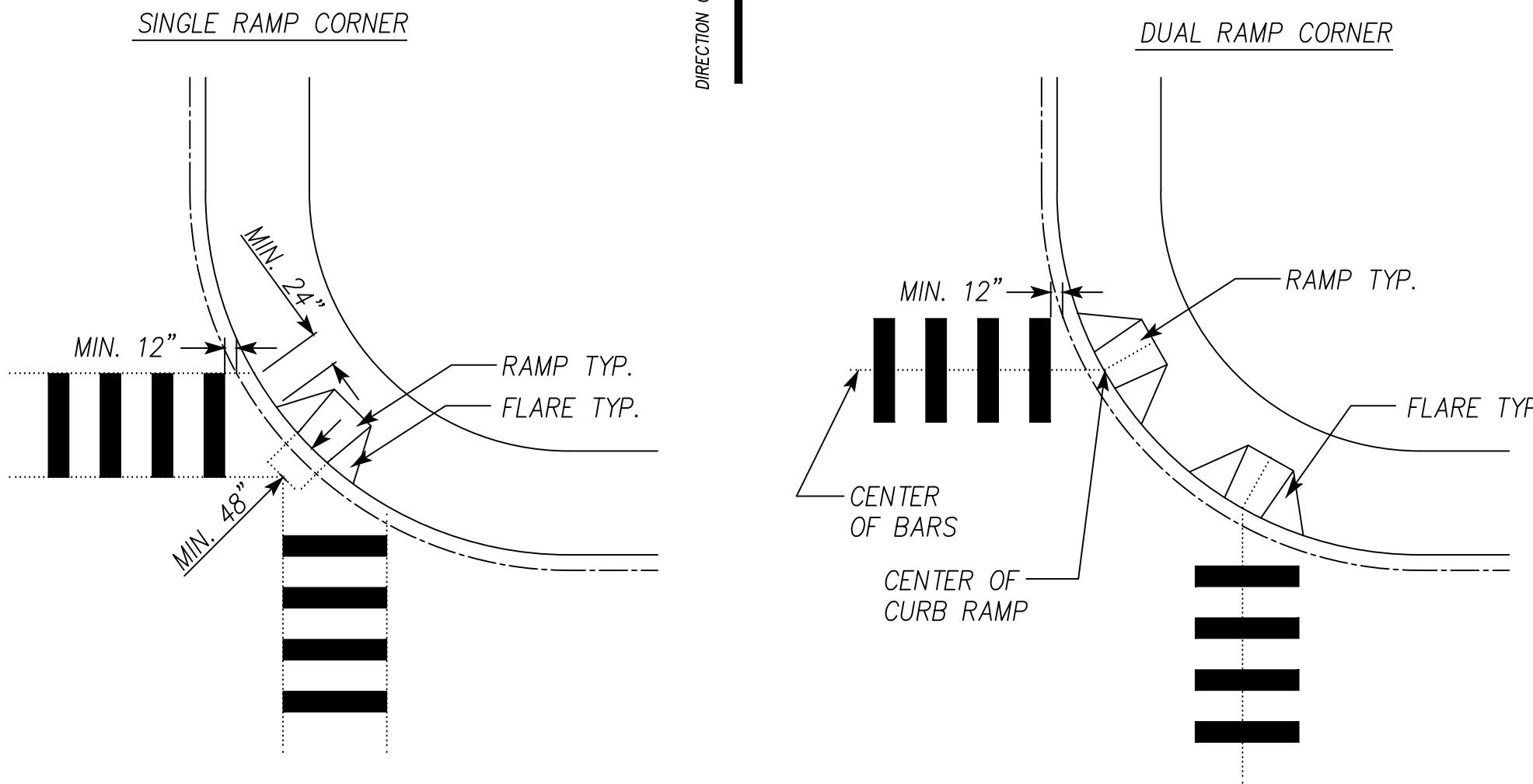
CONTINENTAL CROSSWALK NOTES

1. ALL MARKED CROSSWALKS SHALL HAVE CONTINENTAL MARKINGS UNLESS APPROVED OTHERWISE.
2. MARKED CROSSWALK LOCATIONS, CONSISTING OF BRICK PAVERS OR OTHER DECORATIVE PAVING SHALL BE PROVIDED WITH A LIMIT LINE ONLY.
3. SIGNALIZED INTERSECTIONS SHALL BE PROVIDED WITH A MARKED CROSSWALK ACROSS EACH LEG WHERE PEDESTRIANS ARE PERMITTED TO CROSS.
4. CONTINENTAL CROSSWALK MARKINGS SHALL BE ALIGNED PARALLEL TO THE DIRECTION OF VEHICULAR TRAVEL.
5. LIMIT LINES SHALL BE INSTALLED A MINIMUM OF 4 FEET IN ADVANCE OF MARKED CROSSWALKS FOR THE APPROACH LANES AT ALL CONTROLLED CROSSINGS.
6. MARKED CROSSWALKS SHOULD BE A MINIMUM OF 10 FEET IN WIDTH, PLACEMENT OF CONTINENTAL CROSSWALKS SHALL COMPLY WITH ACCESSIBILITY REGULATIONS PER THE MOST RECENT VERSION OF AMERICANS WITH DISABILITIES ACT (ADA) STANDARDS.
7. THE CROSSWALK BETWEEN A DUAL RAMP CORNER AND A SINGLE RAMP CORNER SHALL BE AT LEAST 10 FEET WIDE AND SATISFY THE MINIMUM OF 2 FEET BEYOND THE FLARE REQUIREMENT FOR THE SINGLE RAMP.
8. CONTINENTAL CROSSWALK BARS SHALL BE UNIFORM WITHIN THE SAME CROSSING. NO PARTIAL BARS SHALL BE INSTALLED.
9. A CROSSWALK BAR SHALL BE CENTERED IN THE CENTER OF THE CROSSING.
10. CROSSWALK MARKINGS SHALL BE CALIFORNIA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (CA-MUTCD) RETROREFLECTIVITY COMPLIANT AND SKID RESISTANT.



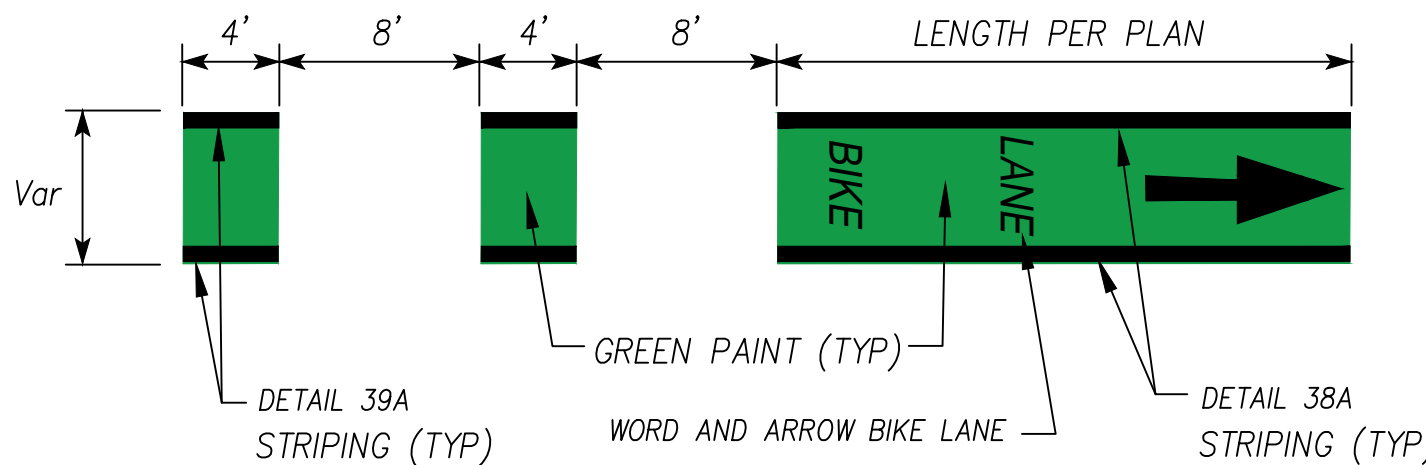
DETAIL C: TYPICAL YIELD LINE PLACEMENT

N.T.S



TYPICAL CONTINENTAL CROSSWALK MARKINGS

N.T.S



GREEN PAINT BIKE LANE

N.T.S

						SHEET 14	CITY OF CARLSBAD ENGINEERING DEPARTMENT	SHEETS 14
						2020-21 PAVEMENT OVERLAY STRIPING DETAILS		
						APPROVED HOSSEIN AJDEH 08/20/20		
						ENGINEERING MANAGER PE 75991 EXPIRES 6/30/22 DATE _____		
DATE	INITIAL					DATE	INITIAL	DWN BY: AC
ENGINEER OF WORK		REVISION DESCRIPTION				DATE	INITIAL	CHKD BY: EME
						OTHER APPROVAL	CITY APPROVAL	RWMD BY: JK
								PROJECT NO. 6001-200L
								DRAWING NO. 522-4

CITY OF CARLSBAD

San Diego County

California

**CONTRACT DOCUMENTS,
GENERAL PROVISIONS,
SUPPLEMENTAL PROVISIONS, AND
TECHNICAL SPECIFICATIONS**

FOR

2020-21 PAVEMENT OVERLAY

CONTRACT NO. 6001-200L

BID NO. PWS21-1232TRAN



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CITY OF CARLSBAD, CALIFORNIA NOTICE INVITING BIDS

Until 11 a.m. on _____, 2020, the City shall accept bids via electronic format via the City of Carlsbad Electronic Bidding Site, PlanetBids, which may be accessed at <https://www.carlsbadca.gov/services/depts/finance/contracting/default.asp>, for performing the work as follows: Cold mill, pave, and stripe various streets.

2020-21 PAVEMENT OVERLAY CONTRACT NO. 6001-200L BID NO. PWS21-1232TRAN

ELECTRONIC FORMAT RECEIPT AND OPENING OF BIDS: Bids will be received in electronic format (eBids) **EXCLUSIVELY** at the City of Carlsbad's electronic bidding (eBidding) site, at: <https://www.carlsbadca.gov/services/depts/finance/contracting/default.asp> and are due by the date and time shown on the cover of this solicitation.

BIDDERS MUST BE PRE-REGISTERED with the City's bidding system and possess a system-assigned Digital ID in order to submit an electronic bid.

The City's electronic bidding (eBidding) system will automatically track information submitted to the site including IP addresses, browsers being used and the URLs from which information was submitted. In addition, the City's bidding system will keep a history of every login instance including the time of login, and other information about the user's computer configuration such as the operating system, browser type, version, and more. Because of these security features, Bidders who disable their browsers' cookies will not be able to log in and use the City's bidding system.

The City's electronic bidding system is responsible for bid tabulations. Upon the bidder's or proposer's entry of their bid, the system will ensure that all required fields are entered. The system will not accept a bid for which any required information is missing. This includes all necessary pricing, subcontractor listing(s) and any other essential documentation and supporting materials and forms requested or contained in these solicitation documents.

BIDS REMAIN SEALED UNTIL DUE DATE AND TIME.

eBids are transmitted into the City's bidding system via hypertext transfer protocol secure (https) mechanism using SSL 128-256-bit security certificates issued from Verisign/Thawte which encrypts data being transferred from client to server. Bids submitted prior to the Due Date and Time are not available for review by anyone other than the submitter, who will have until the Due Date and Time to change, rescind or retrieve its bid should they desire to do so.

BIDS MUST BE SUBMITTED BY DUE DATE AND TIME.

Once the deadline is reached, no further submissions are accepted into the system. Once the Due Date and Time has passed, bidders, proposers, the general public, and City staff are able to immediately see the results online. City staff may then begin reviewing the submissions for responsiveness, compliance and other issues.



RECAPITULATION OF THE WORK.

Bids shall not contain any recapitulation of the Work. Conditional Bids may be rejected as being non-responsive. Alternative proposals will not be considered unless called for.

BIDS MAY BE WITHDRAWN by the Bidder prior to, but not after, the time set as Due Date and Time.

Important Note: Submission of the electronic bid into the system may not be instantaneous. Due to the speed and capabilities of the user's internet service provider (ISP), bandwidth, computer hardware and other variables, it may take time for the bidder's submission to upload and be received by the City's eBidding system. It is the bidder's sole responsibility to ensure their bids are received on time by the City's eBidding system. The City of Carlsbad is not responsible for bids that do not arrive by the Due Date and Time.

ELECTRONIC SUBMISSIONS CARRY FULL FORCE AND EFFECT.

The Bidder, by submitting their electronic proposal, agrees to and certifies under penalty of perjury under the laws of the State of California, that the certification, forms and affidavits submitted as part of this proposal are true and correct. The bidder, by submitting its electronic bid, acknowledges that doing so carries the same force and full legal effect as a paper submission with a longhand (wet) signature. By submitting an electronic bid, the bidder certifies that the bidder has thoroughly examined and understands the entire Contract Documents (which consist of the plans and specifications, drawings, forms, affidavits and the solicitation documents), and that by submitting the eBid as its bid proposal, the bidder acknowledges, agrees to and is bound by the entire Contract Documents, including any addenda issued thereto, and incorporated by reference in the Contract Documents.

BIDS ARE PUBLIC RECORDS

Upon receipt by the City, bids shall become public records subject to public disclosure. It is the responsibility of the Bidder to clearly identify any confidential, proprietary, trade secret or otherwise legally privileged information contained within the proposal's General references to sections of the California Public Records Act (PRA) will not suffice. If the Bidder does not provide applicable case law that clearly establishes that the requested information is exempt from the disclosure requirements of the PRA, the City shall be free to release the information when required in accordance with the PRA, pursuant to any other applicable law, or by order of any court or government agency, and the Bidder agrees to hold the City harmless for any such release of this information.

This bid and the terms of the Contract Documents and Supplemental Provisions constitute an irrevocable offer that shall remain valid and in full force for a period of 90 days and such additional time as may be mutually agreed upon by the City of Carlsbad and the Bidder.

INSTRUCTIONS TO BIDDERS AND BID REQUIREMENTS

This bid and the terms of the Contract Documents and General Provisions constitute an irrevocable offer that shall remain valid and in full force for a period of 90 days and such additional time as may be mutually agreed upon by the City of Carlsbad and the Bidder.

No bid will be received unless it is made on a proposal form furnished by the Purchasing Department. Each bid must be accompanied by security in a form and amount required by law. The bidder's security of the second and third next lowest responsive bidders may be withheld until the Contract has been fully executed. The security submitted by all other unsuccessful bidders shall be returned to them, or deemed void, within ten (10) days after the Contract is awarded. Pursuant to the provisions of law (Public Contract Code section 10263), appropriate securities



may be substituted for any obligation required by this notice or for any monies withheld by the City to ensure performance under this Contract. Section 10263 of the Public Contract Code requires monies or securities to be deposited with the City or a state or federally chartered bank in California as the escrow agent. The escrow agent shall maintain insurance to cover negligent acts and omissions of the agent in connection with the handling of retentions under this section in an amount not less than \$100,000 per contract.

The City of Carlsbad may disqualify a contractor or subcontractor from participating in bidding when a contractor or subcontractor has been debarred by the City of Carlsbad or another jurisdiction in the State of California as an irresponsible bidder.

The work shall be performed in strict conformity with the plans, provisions, and specifications as approved by the City Council of the City of Carlsbad on file with the City Clerk's Office at 1200 Carlsbad Village Drive, Carlsbad, CA 92008-7314. The specifications for the work include City of Carlsbad Technical Specifications and the Standard Specifications for Public Works Construction, Parts 2 & 3, current edition at time of bid opening and the supplements thereto as published by the "Greenbook" Committee of Public Works Standards, Inc., all hereinafter designated "SSPWC", as amended. Specification Reference is hereby made to the plans and specifications for full particulars and description of the work. The General Provisions (Part 1) to the SSPWC do not apply.

The City of Carlsbad encourages all bidders, suppliers, manufacturers, fabricators and contractors to utilize recycled and recyclable materials when available, appropriate and approved by the Engineer.

BID DOCUMENTS

The bid documents comprise the following documents which must be completed and properly executed including notarization, where indicated.

1. Contractor's Proposal
2. Bidder's Bond (At Time of Bid Submit PDF Copy via PlanetBids / All Bidders). Bid Bond (Original) Due By 5 PM Next Business Day After Bid Opening/ 5 Apparent Low Bidders.
3. Noncollusion Declaration
4. Designation of Subcontractor and Amount of Subcontractor's Bid
5. Bidder's Statement of Technical Ability and Experience
6. Acknowledgement of Addendum(a)
7. Certificate of Insurance. The riders covering the City, its officials, employees and volunteers may be omitted at the time of bid submittal but shall be provided by the Bidder prior to award of this contract.
8. Bidder's Statement Re Debarment
9. Bidder's Disclosure of Discipline Record
10. Escrow Agreement for Security Deposits - (optional, must be completed if the Bidder wishes to use the Escrow Agreement for Security)

BIDDER'S GUARANTEE OF GOOD FAITH (BID SECURITY)

At the time of bid submission, bidders must upload and submit an electronic PDF copy of the aforementioned bid security. Whether in the form of a cashier's check, a properly certified check or an approved corporate surety bond payable to the City of Carlsbad, the bid security must be uploaded to the City's eBidding system. By 5 p.m. the next business day after the bid opening date, the first five apparent low bidders must provide the City with the original bid security.



Failure to submit the electronic version of the bid security at the time of bid submission AND failure to provide the original by 5 p.m. the next business day after bid opening date shall cause the bid to be rejected and deemed **non-responsive**.

Original Bid Bond shall be submitted to:
Public Works Contract Administration
Attention: Graham Jordan, Contract Administrator
1635 Faraday Avenue
Carlsbad, California, 92008

ENGINEER'S ESTIMATE

All bids will be compared on the basis of the Engineer's Estimate. The estimated quantities are approximate and serve solely as a basis for the comparison of bids. The Engineer's Estimate is **\$4,732,000**.

TIME OF COMPLETION

The contractor shall complete the Work within the time set in the contract as defined in the General Provisions Section 6-7.

SPECIALTY CONTRACTORS: ACCEPTABLE LICENSE TYPES

Except as provided herein a bid submitted to the City by a Contractor who is not licensed as a contractor pursuant to the Business and Professions Code shall be considered nonresponsive and shall be rejected by the City. In all contracts where federal funds are involved, no bid submitted shall be invalidated by the failure of the bidder to be licensed in accordance with California law. Where federal funds are involved the contractor shall be properly licensed at the time the contract is awarded. In all other cases the contractor shall state their license number, expiration date and classification in the proposal, under penalty of perjury. This invitation to bid does not include federal funds. The following classifications are acceptable for this contract: **Classification A - General Engineering, or C12: Earthwork and Paving.**

ESCROW AGREEMENT

If the Contractor intends to utilize the escrow agreement included in the contract documents in lieu of the usual 5% retention from each payment, these documents must be completed and submitted with the signed contract. The escrow agreement may not be substituted at a later date.

OBTAINING PLANS AND SPECIFICATIONS

Sets of plans, various supplemental provisions, and Contract documents may be obtained from the City's website <http://www.carlsbadca.gov/services/depts/finance/contracting/bids.asp>. Paper copies will not be sold.

INTENT OF PLANS AND SPECIFICATIONS

Any prospective bidder who is in doubt as to the intended meaning of any part of the drawings, specifications or other contract documents, or finds discrepancies in or omissions from the drawings and specifications may submit to the Contract Administrator a written request for clarification or correction. Any response will be made only by a written addendum duly issued by the Contract Administrator and distributed via PlanetBids. No oral response will be made to such inquiry. **Prior to the award of the contract, no addition to, modification of or interpretation of any provision in the contract documents will be given by any agent, employee or contractor of the City of Carlsbad except as hereinbefore specified. No bidder may rely on**



directions given by any agent, employee or contractor of the City of Carlsbad except as hereinbefore specified.

REJECTION OF BIDS

The City of Carlsbad reserves the right to reject any or all bids and to waive any minor irregularity or informality in such bids.

PREVAILING WAGE TO BE PAID

The general prevailing rate of wages for each craft or type of worker needed to execute the Contract shall be those as determined by the Director of Industrial Relations pursuant to the sections 1770, 1773, and 1773.1 of the Labor Code. Pursuant to section 1773.2 of the Labor Code, a current copy of applicable wage rates is on file in the Office of the City Engineer. The Contractor to whom the Contract is awarded shall not pay less than the said specified prevailing rates of wages to all workers employed by him or her in the execution of the Contract.

The Prime Contractor shall be responsible for insuring compliance with provisions of section 1777.5 of the Labor Code and section 4100 et seq. of the Public Contracts Code, "Subletting and Subcontracting Fair Practices Act." The City Engineer is the City's "duly authorized officer" for the purposes of section 4107 and 4107.5.

The provisions of Part 7, Chapter 1, of the Labor Code commencing with section 1720 shall apply to the Contract for work.

A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code or engage in the performance of any contract for public work, unless currently registered and qualified to perform public work pursuant to Section 1725.5. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

The Prime Contractor and all subcontractors shall comply with Section 1776 of the Labor Code, which generally requires keeping accurate payroll records, verifying and certifying payroll records, and making them available for inspection. Contractor shall require all subcontractors to comply with Section 1776.

PRE-BID MEETING

A pre-bid meeting and tour of the project site **will not** be held.

UNIT PRICES AND COMPUTATION OF BIDS

All bids are to be computed on the basis of the given estimated quantities of work, as indicated in this proposal, times the unit price as submitted by the bidder. In case of a discrepancy between words and figures, the words shall prevail. In case of an error in the extension of a unit price, the corrected extension shall be calculated, and the bids will be computed as indicated above and compared on the basis of the corrected totals.

All prices must be in ink or typewritten. Changes or corrections may be crossed out and typed or written in with ink and must be initialed in ink by a person authorized to sign for the Contractor.



BIDDER'S INQUIRIES

Questions on the bid documents during the bid period shall be submitted in writing, via email, solely to:

Graham Jordan, Contract Administrator
graham.jordan@carlsbadca.gov

Questions shall be definite and certain and shall reference applicable drawing sheets, notes, details or specification sheets.

The cutoff date to submit questions regarding this project is **Wednesday, September xx, 2020**. No questions will be entertained after that date.

The answers to questions submitted during the bidding period will be published in an addendum and made available via PlanetBids by **Tuesday, September xx, 2020**.

ADDENDA

Bidders are advised to verify the issuance of all addenda and receipt thereof one day prior to bidding. Submission of bids without acknowledgment of addenda may be cause of rejection of bid.

BOND AND INSURANCE REQUIREMENTS

The Contractor shall provide bonds to secure faithful performance and warranty of the work in an amount equal to one hundred percent (100%) of the Contract price on this project. The Contractor shall provide bonds to secure payment of laborers and materials suppliers, in an amount equal to one hundred percent (100%) of the total amount payable by the terms of the contract. These bonds shall be kept in full force and effect during the course of this project and shall extend in full force and effect and be retained by the City until they are released as stated in the General Provisions section of this contract. All bonds are to be placed with a surety insurance carrier admitted and authorized to transact the business of insurance in California and whose assets exceed their liabilities in an amount equal to or in excess of the amount of the bond. The bonds are to be accompanied by the following documents:

- 1) An original, or a certified copy, of the unrevoked appointment, power of attorney, by laws, or other instrument entitling or authorizing the person who executed the bond to do so.
- 2) A certified copy of the certificate of authority of the insurer issued by the insurance commissioner.

If the bid is accepted, the City may require copies of the insurer's most recent annual statement and quarterly statement filed with the Department of Insurance pursuant to Article 10 (commencing with section 900) of Chapter 1 of Part 2 of Division 1 of the Insurance Code, within 10 calendar days of the insurer's receipt of a request to submit the statements.

Insurance is to be placed with insurers that:

- 1) Have a rating in the most recent Best's Key Rating Guide of at least A-:VII
- 2) Are admitted and authorized to transact the business of insurance in the State of California by the Insurance Commissioner.

Auto policies offered to meet the specification of this contract must:

- 1) Meet the conditions stated above for all insurance companies.



- 2) Cover any vehicle used in the performance of the contract, used onsite or offsite, whether owned, non-owned or hired, and whether scheduled or non-scheduled.

Workers' compensation insurance required under this contract must be offered by a company meeting the above standards with the exception that the Best's rating condition is waived. The City does accept policies issued by the State Compensation Fund meeting the requirement for workers' compensation insurance.

The Contractor shall be required to maintain insurance as specified in the Contract. Any additional cost of said insurance shall be included in the bid price.

The award of the contract by the City Council is contingent upon the Contractor submitting the required bonds and insurance, as described in the contract, within twenty days of bid opening. If the Contractor fails to comply with these requirements, the City may award the contract to the second or third lowest bidder and the bid security of the lowest bidder may be forfeited.

BUSINESS LICENSE

The prime contractor and all subcontractors are required to have and maintain a valid City of Carlsbad Business License for the duration of the contract.

Approved by the City Council of the City of Carlsbad, California, by Resolution No. 2020-XXX, adopted on the 25th day of August 2020.

August 26, 2020

Date

Graham Jordan, Deputy Clerk



CITY OF CARLSBAD

2020-21 PAVEMENT OVERLAY CONTRACT NO. 6001-200L

CONTRACTOR'S PROPOSAL

City Council
City of Carlsbad
1200 Carlsbad Village Drive
Carlsbad, California 92008

The undersigned declares he/she has carefully examined the location of the work, read the Notice Inviting Bids, examined the Plans, Specifications, General Provisions, Contract Documents, and addenda thereto, and hereby proposes to furnish all labor, materials, equipment, transportation, and services required to do all the work to complete Contract No. 6001-200L in accordance with the Plans, Specifications, General Provisions, Contract Documents, and addenda thereto and that he/she will take in full payment therefore the following unit prices for each item complete, to wit:

<u>Item No.</u>	<u>Description</u>	<u>Approximate Quantity And Unit</u>	<u>Unit Price (Figures)</u>	<u>Total Amount (Figures)</u>
1	Mobilization at <hr/> (Price in Words)	Stipulated	\$ <u>25,000</u>	\$ <u>25,000</u>
2	Public Notification of Work at <hr/> (Price in Words)	Lump Sum		\$ <u></u>
3	Traffic Control & Traffic Control Plan at <hr/> (Unit Price in Words)	Lump Sum		\$ <u></u>
4	2" Edge Mill and Header Mill and Disposal of Grindings at <hr/> (Unit Price in Words)	23,400 Square Feet	\$ <u></u>	\$ <u></u>



<u>Item No.</u>	<u>Description</u>	<u>Approximate Quantity And Unit</u>	<u>Unit Price (Figures)</u>	<u>Total Amount (Figures)</u>
5	3" AC Cold Milling and Disposal of Grindings at	1,313,495 Square Feet	\$ _____	\$ _____
	_____ (Price in Words)			
6	Cold-In-Place Recycling Mix Design at	Lump Sum		\$ _____
	_____ (Price in Words)			
7	4" Cold-In-Place Recycling at	80,240 Square Yard	\$ _____	\$ _____
	_____ (Price in Words)			
8	Emulsified Recycling Agent at	483 Tons Square Feet	\$ _____	\$ _____
	_____ (Price in Words)			
9	Portland Cement for CIR	80 Tons Square Feet	\$ _____	\$ _____
	_____ (Price in Words)			
10	2" PG 64-28PM C2 with Warm Mix Asphalt (WMA) Additive at	1,329 Tons	\$ _____	\$ _____
	_____ (Unit Price in Words)			
11	3" PG 64-28PM C2 with Warm Mix Asphalt (WMA) Additive at	18,703 Tons	\$ _____	\$ _____
	_____ (Unit Price in Words)			
12	Replace Traffic Signal Detector Loops Type E at	54 Each	\$ _____	\$ _____



<u>Item No.</u>	<u>Description</u>	<u>Approximate Quantity And Unit</u>	<u>Unit Price (Figures)</u>	<u>Total Amount (Figures)</u>
	_____ (Unit Price in Words)			
13	Install Blue Fire Hydrant Markers at	10 Each	\$ _____	\$ _____
	_____ (Unit Price in Words)			
14	Install Temporary Striping and Pavement Markers at	Lump Sum		\$ _____
	_____ (Unit Price in Words)			
15	Signing, Striping, Thermo, and RPM's per Plans and MUTCD at	Lump Sum		\$ _____
	_____ (Unit Price in Words)			
16	Replace Monument And Valve Boxes And Adjust To Grade at	4 Each	\$ _____	\$ _____
	_____ (Unit Price in Words)			
17	Adjust Manhole Frame And Cover To Final Grade at	30 Each	\$ _____	\$ _____
	_____ (Unit Price in Words)			
18	Lower monument and valve boxes during CIR, replace and adjust to final grade at	115 Each	\$ _____	\$ _____
	_____ (Unit Price in Words)			
19	Lower manhole frame and cover during CIR, and adjust to final grade at	49 Each	\$ _____	\$ _____



Item No.	Description	Approximate Quantity And Unit	Unit Price (Figures)	Total Amount (Figures)
	(Unit Price in Words)			

Total amount of bid in words (Item No.(s) 1-18): _____

Total amount of bid in numbers (Item No.(s) 1-18): \$_____

Price(s) given above are firm for 90 days after date of bid opening.

Addendum(a) No(s). _____ has/have been received and is/are included in this proposal.

The Undersigned has carefully checked all of the above figures and understands that the City will not be responsible for any error or omission on the part of the Undersigned in preparing this bid.

The Undersigned agrees that in case of default in executing the required Contract with necessary bonds and insurance policies within twenty (20) days from the date of award of Contract by the City Council of the City of Carlsbad, the City may administratively authorize award of the contract to the second or third lowest bidder and the bid security of the lowest bidder may be forfeited.

The Undersigned bidder declares, under penalty of perjury, that the undersigned is licensed to do business or act in the capacity of a contractor within the State of California, validly licensed under license number _____, classification _____ which expires on _____, and Department of Industrial Relations PWC registration number _____ which expires on _____, and that this statement is true and correct and has the legal effect of an affidavit.

A bid submitted to the City by a Contractor who is not licensed as a contractor pursuant to the Business and Professions Code shall be considered nonresponsive and shall be rejected by the City § 7028.15(e). In all contracts where federal funds are involved, no bid submitted shall be invalidated by the failure of the bidder to be licensed in accordance with California law. However, at the time the contract is awarded, the contractor shall be properly licensed.

The Undersigned bidder hereby represents as follows:

1. That no Council member, officer agent, or employee of the City of Carlsbad is personally interested, directly or indirectly, in this Contract, or the compensation to be paid hereunder; that no representation, oral or in writing, of the City Council, its officers, agents, or employees has inducted him/her to enter into this Contract, excepting only those contained in this form of Contract and the papers made a part hereof by its terms; and

2. That this bid is made without connection with any person, firm, or corporation making a bid for the same work, and is in all respects fair and without collusion or fraud.



Accompanying this proposal is _____ (Cash, Certified Check, Bond or Cashier's Check) for ten percent (10%) of the amount bid.

The Undersigned is aware of the provisions of section 3700 of the Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code and agrees to comply with such provisions before commencing the performance of the work of this Contract and continue to comply until the contract is complete.

The Undersigned is aware of the provisions of the Labor Code, Part 7, Chapter 1, Article 2, relative to the general prevailing rate of wages for each craft or type of worker needed to execute the Contract and agrees to comply with its provisions.

IF A SOLE OWNER OR SOLE CONTRACTOR SIGN HERE:

(1) Name under which business is conducted _____

(2) Signature (given and surname) of proprietor _____

(3) Place of Business _____
(Street and Number)
City and State _____

(4) Zip Code _____ Telephone No. _____

(5) E-Mail _____

IF A PARTNERSHIP, SIGN HERE:

(1) Name under which business is conducted _____

(2) Signature (given and surname and character of partner) (Note: Signature must be made by a general partner)

(3) Place of Business _____
(Street and Number)
City and State _____

(4) Zip Code _____ Telephone No. _____

(5) E-Mail _____



IF A CORPORATION, SIGN HERE:

(1) Name under which business is conducted _____

(2) _____
(Signature)

(Title)

Impress Corporate Seal here

(3) Incorporated under the laws of the State of _____

(4) Place of Business _____
(Street and Number)

City and State _____

(5) Zip Code _____ Telephone No. _____

(6) E-Mail _____

NOTARIAL ACKNOWLEDGMENT OF EXECUTION BY ALL SIGNATORIES MUST BE ATTACHED

List below names of president, vice president, secretary and assistant secretary, if a corporation; if a partnership, list names of all general partners, and managing partners:

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____



BID SECURITY FORM

(Check to Accompany Bid)

2020-21 PAVEMENT OVERLAY CONTRACT NO. 6001-200L

(NOTE: The following form shall be used if check accompanies bid.)

Accompanying this proposal is a *Certified *Cashiers check payable to the order of CITY OF
CARLSBAD, _____ in _____ the _____ sum _____ of

dollars
(\$_____),

this amount being ten percent (10%) of the total amount of the bid. The proceeds of this check shall become the property of the City provided this proposal shall be accepted by the City through action of its legally constituted contracting authorities and the undersigned shall fail to execute a contract and furnish the required Performance, Warranty and Payment Bonds and proof of insurance coverage within the stipulated time; otherwise, the check shall be returned to the undersigned. The proceeds of this check shall also become the property of the City if the undersigned shall withdraw his or her bid within the period of fifteen (15) days after the date set for the opening thereof, unless otherwise required by law, and notwithstanding the award of the contract to another bidder.

BIDDER

*Delete the inapplicable word.

(NOTE: If the Bidder desires to use a bond instead of check, the Bid Bond form on the following pages shall be executed--the sum of this bond shall be not less than ten percent (10%) of the total amount of the bid.)



BIDDER'S BOND TO ACCOMPANY PROPOSAL

KNOW ALL PERSONS BY THESE PRESENTS:

That we, _____, as Principal, and _____, as Surety are held and firmly bound unto the City of Carlsbad, California, in an amount as follows: (must be at least ten percent (10%) of the bid amount) _____ for which payment, well and truly made, we bind ourselves, our heirs, executors and administrators, successors or assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that if the proposal of the above-bounden Principal for:

**2020-21 PAVEMENT OVERLAY
CONTRACT NO. 6001-200L**

in the City of Carlsbad, is accepted by the City Council, and if the Principal shall duly enter into and execute a Contract including required bonds and insurance policies within twenty (20) days from the date of award of Contract by the City Council of the City of Carlsbad, being duly notified of said award, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect, and the amount specified herein shall be forfeited to the said City.

In the event Principal executed this bond as an individual, it is agreed that the death of Principal shall not exonerate the Surety from its obligations under this bond.

SIGNED AND SEALED, this _____ day of _____, 20____

_____(SEAL) _____(SEAL)
(Principal) (Surety)

By: _____ By: _____
(Signature) (Signature)

_____(Print Name/Title) _____(Print Name/Title)

(SEAL AND NOTARIAL ACKNOWLEDGEMENT OF SURETY – ATTACH ATTORNEY-IN-FACT CERTIFICATE)

APPROVED AS TO FORM:

CELIA A. BREWER
City Attorney

By: _____
Deputy City Attorney



GUIDE FOR COMPLETING THE “DESIGNATION OF SUBCONTRACTORS” FORM

REFERENCES Prior to preparation of the following “Subcontractor Disclosure Form” Bidders are urged to review the definitions in section 1-2 of the General Provisions to this Contract, especially, “Bid”, “Bidder”, “Contract”, “Contractor”, “Contract Price”, “Contract Unit Price”, “Engineer”, “Own Organization”, “Subcontractor”, and “Work”. Bidders are further urged to review sections 2-3 SUBCONTRACTS of the General Provisions.

CAUTIONS This form will be used by the Agency to determine the percentage of work that the Bidder proposes to perform. Bidders are cautioned that failure to provide complete and correct information may result in rejection of the bid as non-responsive. Any bid that proposes performance of more than 50 percent of the work by subcontractors or otherwise to be performed by forces other than the Bidder’s own organization will be rejected as non-responsive. Specialty items of work that may be so designated by the Engineer on the “Contractor’s Proposal” are not included in computing the percentage of work proposed to be performed by the Bidder.

INSTRUCTIONS The Bidder shall set forth the name and location of business of each and every subcontractor whom the Bidder proposes to perform work or labor or render service in or about the work or improvement, and every subcontractor licensed as a contractor by the State of California whom the Bidder proposes to specially fabricate and install any portion of the work or improvement according to detailed drawings contained in the plans and specifications in excess of one-half of one percent (0.5%) of the Bidder’s total bid or, in the case of bids or offers for the construction of streets and highways, including bridges, in excess of one-half of one percent (0.5%) or ten thousand dollars (\$10,000) whichever is greater. Said name(s) and location(s) of business of subcontractor(s) shall be set forth and included as an integral part of the bid offer.

The Designation of Subcontractors form must be submitted as a part of the Bidder’s sealed bid. Failure to provide complete and correct information may result in rejection of the bid as non-responsive.

Suppliers of materials from sources outside the limits of work are not subcontractors. The value of materials and transport of materials from sources outside the limits of work, as shown on the plans, shall be assigned to the Contractor or the Subcontractor as the case may be, that the Bidder proposes as installer of said materials. The value of material incorporated in any Subcontractor-installed bid item that is supplied by the Bidder shall be included as a part of the work that the Bidder proposes to be performed by the Subcontractor installing said item.

When a Subcontractor has a Carlsbad business license, the number must be entered on the proper form. If the Subcontractor does not have a valid business license, enter “NONE” in the appropriate space.

When the Bidder proposes using a Subcontractor to construct or install less than 100 percent of a bid item, the Bidder shall attach an explanation sheet to the Designation of Subcontractor form. The explanation sheet shall clearly apprise the City of the specific facts that show the Bidder proposes to perform no less than fifty percent (50%) of the work with its own forces.

Determination of the subcontract amounts for purposes of award of the contract shall be determined by the City Council in conformance with the provisions of the contract documents and the various supplemental provisions. The decision of the City Council shall be final.



Contractor is prohibited from performing any work on this project with a subcontractor who is ineligible to perform work on a public works project pursuant to Labor Code Sections 1771.1 or 1777.7.

Bidders shall make any additional copies of the disclosure forms as may be necessary to provide the required information. The page number and total number of additional form pages shall be entered in the location provided on each type of form so duplicated.



(To Accompany Proposal)

The Bidder certifies that it has used the sub-bid of the following listed subcontractors in preparing this bid for the Work and that the listed subcontractors will be used to perform the portions of the Work as designated in this list in accordance with applicable provisions of the specifications and section 4100 et seq. of the Public Contract Code, "Subletting and Subcontracting Fair Practices Act." The Bidder further certifies that no additional subcontractor will be allowed to perform any portion of the Work in excess of one-half of one percent (0.5%) of the Bidder's total bid, or in the case of bids or offers for construction of streets and highways, including bridges, in excess of one-half of one percent (0.5%) or ten thousand dollars (\$10,000), whichever is greater, and that no changes in the subcontractors listed work will be made except upon the prior approval of the Agency.

[illegible]

* Pursuant to section 4104 (a)(3)(A) California Public Contract Code, receipt of the information preceded by an asterisk may be submitted by the Bidder up to 24 hours after the deadline for submitting bids contained in the "Notice Inviting Bids."



BIDDER'S STATEMENT OF TECHNICAL ABILITY AND EXPERIENCE

(To Accompany Proposal)

2020-21 PAVEMENT OVERLAY CONTRACT NO. 6001-200L

The Bidder is required to state what work of a similar character to that included in the proposed Contract he/she has successfully performed and give references, with telephone numbers, which will enable the City to judge his/her responsibility, experience and skill. An attachment can be used.

Date Contract Completed	Name and Address of the Employer	Name and Phone No. of Person to Contract	Type of Work	Amount of Contract



**BIDDER'S CERTIFICATE OF INSURANCE FOR
GENERAL LIABILITY, EMPLOYERS' LIABILITY,
AUTOMOTIVE
LIABILITY AND WORKERS' COMPENSATION**

(To Accompany Proposal)

**2020-21 PAVEMENT OVERLAY
CONTRACT NO. 6001-20OL
PWS21-xxxTRAN**

As a required part of the Bidder's proposal the Bidder must attach either of the following to this page.

1) Certificates of insurance showing conformance with the requirements herein for each of:

- ☐ Comprehensive General Liability
- ☐ Automobile Liability
- ☐ Workers Compensation
- ☐ Employer's Liability

2) Statement with an insurance carrier's notarized signature stating that the carrier can, and upon payment of fees and/or premiums by the Bidder, will issue to the Bidder Policies of insurance for Comprehensive General Liability, Automobile Liability, Workers Compensation and Employer's Liability in conformance with the requirements herein and Certificates of insurance to the Agency showing conformance with the requirements herein.

All certificates of insurance and statements of willingness to issue insurance for auto policies offered to meet the specification of this contract must:

- 1) Meet the conditions stated in The Notice Inviting Bids and the General Provisions for this project for each insurance company that the Contractor proposes.
- 2) Cover any vehicle used in the performance of the contract, used onsite or offsite, whether owned, non-owned or hired, and whether scheduled or non-scheduled.



BIDDER'S STATEMENT RE DEBARMENT

(To Accompany Proposal)

2020-21 PAVEMENT OVERLAY CONTRACT NO. 6001-200L

- 1) Have you or any of your subcontractors ever been debarred as an irresponsible bidder by another jurisdiction in the State of California?

_____ yes _____ no

- 2) If yes, what was/were the name(s) of the agency(ies) and what was/were the period(s) of debarment(s)? Attach additional copies of this page to accommodate more than two debarments.

_____	_____
party debarred	party debarred
_____	_____
agency	agency
_____	_____
period of debarment	period of debarment

BY CONTRACTOR:

(name of Contractor)

By: _____
(sign here)

(print name/title)

Page _____ of _____ pages of this Re Debarment form



BIDDER'S DISCLOSURE OF DISCIPLINE RECORD

(To Accompany Proposal)

2020-21 PAVEMENT OVERLAY CONTRACT NO. 6001-200L

Contractors are required by law to be licensed and regulated by the Contractors' State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within 10 years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License board, P.O. Box 26000, Sacramento, California 95826.

- 1) Have you ever had your contractor's license suspended or revoked by the California Contractors' State license Board two or more times within an eight year period?

_____ _____
yes no

- 2) Has the suspension or revocation of your contractor's license ever been stayed?

_____ _____
yes no

- 3) Have any subcontractors that you propose to perform any portion of the Work ever had their contractor's license suspended or revoked by the California Contractors' State license Board two or more times within an eight year period?

_____ _____
yes no

- 4) Has the suspension or revocation of the license of any subcontractor's that you propose to perform any portion of the Work ever been stayed?

_____ _____
yes no

- 5) If the answer to either of 1. or 3. above is yes fully identify, in each and every case, the party disciplined, the date of and violation that the disciplinary action pertain to, describe the nature of the violation and the disciplinary action taken therefore.

(If needed attach additional sheets to provide full disclosure.)

Page _____ of _____ pages of this Disclosure of Discipline form



**NONCOLLUSION DECLARATION TO BE EXECUTED BY
BIDDER AND SUBMITTED WITH BID
PUBLIC CONTRACT CODE SECTION 7106**

**2020-21 PAVEMENT OVERLAY
CONTRACT NO. 6001-200L**

The undersigned declares:

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

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

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____,
20____ at _____ [city], _____ [state].

Signature of Bidder



CONTRACT PUBLIC WORKS

This agreement is made this _____ day of _____, 2020, by and between the City of Carlsbad, California, a municipal corporation, (hereinafter called "City"), and _____ whose principal place of business is _____ (hereinafter called "Contractor").

City and Contractor agree as follows:

1. Description of Work. Contractor shall perform all work specified in the Contract documents for:

2020-21 PAVEMENT OVERLAY CONTRACT NO. 6001-200L

(hereinafter called "project")

2. Provisions of Labor and Materials. Contractor shall provide all labor, materials, tools, equipment, and personnel to perform the work specified by the Contract Documents.

3. Contract Documents. The Contract Documents consist of this Contract, Notice Inviting Bids, Contractor's Proposal, Bidder's Bond, Noncollusion Declaration, Designation of Subcontractors, Technical Ability and Experience, Bidder's Statement Re Debarment, Escrow Agreement, Release Form, the Plans and Specifications, the General Provisions, addendum(s) to said Plans and Specifications and General Provisions, and all proper amendments and changes made thereto in accordance with this Contract or the Plans and Specifications, and all bonds for the project; all of which are incorporated herein by this reference.

Contractor, her/his subcontractors, and materials suppliers shall provide and install the work as indicated, specified, and implied by the Contract Documents. Any items of work not indicated or specified, but which are essential to the completion of the work, shall be provided at the Contractor's expense to fulfill the intent of said documents. In all instances through the life of the Contract, the City will be the interpreter of the intent of the Contract Documents, and the City's decision relative to said intent will be final and binding. Failure of the Contractor to apprise subcontractors and materials suppliers of this condition of the Contract will not relieve responsibility of compliance.

4. Payment. For all compensation for Contractor's performance of work under this Contract, City shall make payment to the Contractor per section 9-3 PAYMENT of the General Provisions section of this contract. The Engineer will close the estimate of work completed for progress payments on the last working day of each month. The City shall withhold retention as required by Public Contract Code Section 9203.

5. Independent Investigation. Contractor has made an independent investigation of the jobsite, the soil conditions at the jobsite, and all other conditions that might affect the progress of the work and is aware of those conditions. The Contract price includes payment for all work that



may be done by Contractor, whether anticipated or not, in order to overcome underground conditions. Any information that may have been furnished to Contractor by City about underground conditions or other job conditions is for Contractor's convenience only, and City does not warrant that the conditions are as thus indicated. Contractor is satisfied with all job conditions, including underground conditions and has not relied on information furnished by City.

6. Hazardous Waste or Other Unusual Conditions. If the contract involves digging trenches or other excavations that extend deeper than four feet below the surface Contractor shall promptly, and before the following conditions are disturbed, notify City, in writing, of any:

A. Hazardous Waste. Material that Contractor believes may be material that is hazardous waste, as defined in section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.

B. Differing Conditions. Subsurface or latent physical conditions at the site differing from those indicated.

C. Unknown Physical Conditions. Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the contract.

City shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in contractor's costs of, or the time required for, performance of any part of the work shall issue a change order under the procedures described in this contract.

In the event that a dispute arises between City and Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the contractor's cost of, or time required for, performance of any part of the work, contractor shall not be excused from any scheduled completion date provided for by the contract, but shall proceed with all work to be performed under the contract. Contractor shall retain any and all rights provided either by contract or by law which pertain to the resolution of disputes and protests between the contracting parties.

7. Immigration Reform and Control Act. Contractor certifies it is aware of the requirements of the Immigration Reform and Control Act of 1986 (8 USC sections 1101-1525) and has complied and will comply with these requirements, including, but not limited to, verifying the eligibility for employment of all agents, employees, subcontractors, and consultants that are included in this Contract.

8. Prevailing Wage. Pursuant to the California Labor Code, the director of the Department of Industrial Relations has determined the general prevailing rate of per diem wages in accordance with California Labor Code, section 1773 and a copy of a schedule of said general prevailing wage rates is on file in the office of the City Engineer and is incorporated by reference herein. Pursuant to California Labor Code, section 1775, Contractor shall pay prevailing wages. Contractor shall post copies of all applicable prevailing wages on the job site. Contractor shall comply with California Labor Code, section 1776, which generally requires keeping accurate payroll records, verifying and certifying payroll records, and making them available for inspection. Contractor shall require all subcontractors to comply with Section 1776.



9. Indemnification. Contractor shall assume the defense of, pay all expenses of defense, and indemnify and hold harmless the City, and its officers and employees, from all claims, loss, damage, injury and liability of every kind, nature and description, directly or indirectly arising from or in connection with the performance of the Contract or work; or from any failure or alleged failure of Contractor to comply with any applicable law, rules or regulations including those relating to safety and health; and from any and all claims, loss, damages, injury and liability, howsoever the same may be caused, resulting directly or indirectly from the nature of the work covered by the Contract, except for loss or damage caused by the sole or active negligence or willful misconduct of the City. The expenses of defense include all costs and expenses including attorneys' fees for litigation, arbitration, or other dispute resolution method.

Contractor shall also defend and indemnify the City against any challenges to the award of the contract to Contractor, and Contractor will pay all costs, including defense costs for the City. Defense costs include the cost of separate counsel for City, if City requests separate counsel.

Contractor shall also defend and indemnify the City against any challenges to the award of the contract to Contractor, arising in whole or in part from alleged inaccuracies or misrepresentation by the Contractor, whether intentional or otherwise, and Contractor will pay all costs, including defense costs for the City. Defense costs include the cost of separate counsel for City, if City requests separate counsel.

10. Insurance. Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damage 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. Said insurance shall meet the City's policy for insurance as stated in City Council Policy # 70.

(A) Coverages and Limits Contractor shall maintain the types of coverages and minimum limits indicated herein:

a. **Commercial General Liability (CGL) Insurance:** Insurance written on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

b. **Business Automobile Liability Insurance:** \$2,000,000 combined single limit per accident for bodily injury and property damage. In addition, the auto policy must cover any vehicle used in the performance of the contract, used onsite or offsite, whether owned, non-owned or hired, and whether scheduled or non-scheduled.

c. **Workers' Compensation and Employers' Liability Insurance:** Workers' compensation limits as required by the Labor Code of the State of California and Employers' Liability limits of \$1,000,000 per incident. Workers' compensation offered by the State Compensation Insurance Fund is acceptable to the City.

(B) Additional Provisions: Contractor shall ensure that the policies of insurance required under this agreement with the exception of Workers' Compensation and Business Automobile Liability Insurance contain, or are endorsed to contain, the following provisions.



a. The City, its officials, employees and volunteers are to be covered as additional insured as respects: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the contractor; premises owned, leased, hired or borrowed by the contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officials, employees or volunteers. All additional insured endorsements must be evidenced using separate documents attached to the certificate of insurance; one for each company affording general liability, and employers' liability coverage.

b. The Contractor's insurance coverage shall be primary insurance as respects the City, its officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officials, employees or volunteers shall be in excess of the contractor's insurance and shall not contribute with it.

c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its officials, employees or volunteers.

d. Coverage shall state that the contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(C) Notice of Cancellation. Each insurance policy required by this agreement shall be endorsed to state that coverage shall not be nonrenewed, suspended, voided, canceled, or reduced in coverage or limits except after ten (10) days' prior written notice has been sent to the City by certified mail, return receipt requested.

(D) Deductibles and Self-Insured Retention (S.I.R.) Levels. Any deductibles or self-insured retention levels 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 retention levels as respects the City, its officials and employees; or the contractor shall procure a bond guaranteeing payment of losses and related investigation, claim administration and defense expenses.

(E) Waiver of Subrogation. All policies of insurance required under this agreement shall contain a waiver of all rights of subrogation the insurer may have or may acquire against the City or any of its officials or employees.

(F) Subcontractors. Contractor shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. Coverages for subcontractors shall be subject to all of the requirements stated herein.

(G) Acceptability of Insurers. Insurance is to be placed with insurers that have a rating in Best's Key Rating Guide of at least A-:VII. Insurers must also be authorized to transact the business of insurance by the State of California Insurance Commissioner as admitted carriers as evidenced by a listing in the official publication of the Department of Insurance of the State of California and/or under the standards specified by City Council Policy # 70.

(H) Verification of Coverage. Contractor shall furnish the City with certificates of insurance and original endorsements affecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be in forms approved by the City and are to be received and approved by the City before the Contract is executed by the City.



(I) Cost of Insurance. The Cost of all insurance required under this agreement shall be included in the Contractor's bid.

11. Claims and Lawsuits. All claims by Contractor shall be resolved in accordance with Public Contract Code section 9204, which is incorporated by reference. A copy of Section 9204 is included in Section 3 of the General Provisions. In addition, all claims by Contractor for \$375,000 or less shall be resolved in accordance with the provisions in the Public Contract Code, Division 2, Part 3, Chapter 1, Article 1.5 (commencing with section 20104) which are incorporated by reference. A copy of Article 1.5 is included in Section 3 of the General Provisions. In the event of a conflict between Section 9204 and Article 1.5, Section 9204 shall apply. Notwithstanding the provisions of this section of the contract, all claims shall comply with the Government Tort Claim Act (section 900 et seq., of the California Government Code) for any claim or cause of action for money or damages prior to filing any lawsuit for breach of this agreement.

(A) Assertion of Claims. Contractor hereby agrees that any contract claim submitted to the City must be asserted as part of the contract process as set forth in this agreement and not in anticipation of litigation or in conjunction with litigation.

(B) False Claims. Contractor acknowledges that if a false claim is submitted to the City, it may be considered fraud and the Contractor may be subject to criminal prosecution.

(C) Government Code. Contractor acknowledges that California Government Code sections 12650 et seq., the False Claims Act, provides for civil penalties where a person knowingly submits a false claim to a public entity. These provisions include false claims made with deliberate ignorance of the false information or in reckless disregard of the truth or falsity of the information.

(D) Penalty Recovery. If the City of Carlsbad seeks to recover penalties pursuant to the False Claims Act, it is entitled to recover its litigation costs, including attorney's fees.

(E) Debarment for False Claims. Contractor hereby acknowledges that the filing of a false claim may subject the Contractor to an administrative debarment proceeding wherein the Contractor may be prevented from further bidding on public contracts for a period of up to five years.

(F) Carlsbad Municipal Code. The provisions of Carlsbad Municipal Code sections 3.32.025, 3.32.026, 3.32.027 and 3.32.028 pertaining to false claims are incorporated herein by reference.

(G) Debarment from Other Jurisdictions. Contractor hereby acknowledges that debarment by another jurisdiction is grounds for the City of Carlsbad to disqualify the Contractor or subcontractor from participating in future contract bidding.

(H) Jurisdiction. Contractor agrees and hereby stipulates that the proper venue and jurisdiction for resolution of any disputes between the parties arising out of this agreement is San Diego County, California.

I have read and understand all provisions of Section 11 above. _____ init _____ init

12. Maintenance of Records. Contractor shall maintain and make available at no cost to the City, upon request, records in accordance with sections 1776 and 1812 of Part 7, Chapter 1, Article 2, of the Labor Code. If the Contractor does not maintain the records at Contractor's



principal place of business as specified above, Contractor shall so inform the City by certified letter accompanying the return of this Contract. Contractor shall notify the City by certified mail of any change of address of such records.

13. Labor Code Provisions. The provisions of Part 7, Chapter 1, commencing with section 1720 of the Labor Code are incorporated herein by reference.

14. Security. Securities in the form of cash, cashier's check, or certified check may be substituted for any monies withheld by the City to secure performance of this contract for any obligation established by this contract. Any other security that is mutually agreed to by the Contractor and the City may be substituted for monies withheld to ensure performance under this Contract.

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

16. Provisions Required by Law Deemed Inserted. Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein and included herein, and if, through mistake or otherwise, any such provision is not inserted, or is not correctly inserted, then upon application of either party, the Contract shall forthwith be physically amended to make such insertion or correction.

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17. Additional Provisions. Any additional provisions of this agreement are set forth in the "General Provisions" or "Supplemental Provisions" attached hereto and made a part hereof.

NOTARIAL ACKNOWLEDGMENT OF EXECUTION BY ALL SIGNATORIES MUST BE ATTACHED

(CORPORATE SEAL)

CONTRACTOR:

CITY OF CARLSBAD a municipal corporation
of the State of California

(name of Contractor)

By: _____
Matt Hall, Mayor

By: _____
(sign here)

ATTEST:

(print name and title)

Barbara Engleson, City Clerk

By: _____
(sign here)

(print name and title)

President or vice-president **and** secretary or assistant secretary must sign for corporations. If only one officer signs, the corporation must attach a resolution certified by the secretary or assistant secretary under the corporate seal empowering that officer to bind the corporation.

APPROVED AS TO FORM:

CELIA A. BREWER
City Attorney

By: _____
Assistant City Attorney



LABOR AND MATEIRIALS BOND

WHEREAS, the City Council of the City of Carlsbad, State of California, has awarded to _____ (hereinafter designated as the "Principal"), a Contract for:

2020-21 PAVEMENT OVERLAY CONTRACT NO. 6001-200L

in the City of Carlsbad, in strict conformity with the drawings and specifications, and other Contract Documents now on file in the Office of the City Clerk of the City of Carlsbad and all of which are incorporated herein by this reference.

WHEREAS, Principal has executed or is about to execute said Contract and the terms thereof require the furnishing of a bond, providing that if Principal or any of their subcontractors shall fail to pay for any materials, provisions, provender or other supplies or teams used in, upon or about the performance of the work agreed to be done, or for any work or labor done thereon of any kind, the Surety on this bond will pay the same to the extent hereinafter set forth.

NOW, THEREFORE, WE, _____, as Principal, (hereinafter designated as the "Contractor"), and _____ as Surety, are held firmly bound unto the City of Carlsbad in the sum of _____

Dollars (\$_____), said sum being an amount equal to: One hundred percent (100%) of the total amount payable under the terms of the contract by the City of Carlsbad, and for which payment well and truly to be made we bind ourselves, our heirs, executors and administrators, successors, or assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if the Contractor or his/her subcontractors fail to pay for any materials, provisions, provender, supplies, or teams used in, upon, for, or about the performance of the work contracted to be done, or for any other work or labor thereon of any kind, consistent with California Civil Code section 9100, or for amounts due under the Unemployment Insurance Code with respect to the work or labor performed under this Contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the contractor and subcontractors pursuant to section 13020 of the Unemployment Insurance Code with respect to the work and labor, that the Surety will pay for the same, and, also, in case suit is brought upon the bond, reasonable attorney's fees, to be fixed by the court consistent with California Civil Code section 9554.

This bond shall inure to the benefit of any of the persons named in California Civil Code section 9100, so as to give a right of action to those persons or their assigns in any suit brought upon the bond.

Surety stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract, or to the work to be performed hereunder or the specifications accompanying the same shall affect its obligations on this bond, and it does hereby waive notice of any change, extension of time, alterations or addition to the terms of the contract or to the work or to the specifications.



In the event that Contractor is an individual, it is agreed that the death of any such Contractor shall not exonerate the Surety from its obligations under this bond.

SIGNED AND SEALED, this _____ day of _____, 20____

_____(SEAL)
(Principal)

_____(SEAL)
(Surety)

By: _____
(Signature)

By: _____
(Signature)

(Print Name & Title)

(Print Name & Title)

(SEAL AND NOTARIAL ACKNOWLEDGEMENT OF SURETY – ATTACH ATTORNEY-IN-FACT CERTIFICATE)

APPROVED AS TO FORM:

CELIA A. BREWER
City Attorney

By: _____
Assistant City Attorney



FAITHFUL PERFORMANCE/WARRANTY BOND

WHEREAS, the City Council of the City of Carlsbad, State of California, has awarded to _____, (hereinafter designated as the "Principal"), a Contract for:

2020-21 PAVEMENT OVERLAY CONTRACT NO. 6001-200L

in the City of Carlsbad, in strict conformity with the contract, the drawings and specifications, and other Contract Documents now on file in the Office of the City Clerk of the City of Carlsbad, all of which are incorporated herein by this reference.

WHEREAS, Principal has executed or is about to execute said Contract and the terms thereof require the furnishing of a bond for the faithful performance and warranty of said Contract;

NOW, THEREFORE, WE, _____, as Principal, (hereinafter designated as the "Contractor"), and _____ as Surety, are held firmly bound unto the City of Carlsbad in the sum of _____

Dollars (\$_____), said sum being an amount equal to: One hundred percent (100%) of the total amount payable under the terms of the contract by the City of Carlsbad, and for which payment well and truly to be made we bind ourselves, our heirs, executors and administrators, successors, or assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if the above bounden Contractor, their 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 and any alteration thereof made as therein provided on their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City of Carlsbad, its officers, employees and agents, as therein stipulated, then this obligation shall become null and void; otherwise it shall remain in full force and effect.

As a 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 attorney's fees, incurred by the City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

Surety stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract, or to the work to be performed there under or the specifications accompanying the same shall affect its obligations on this bond, and it does hereby waive notice of any change, extension of time, alterations or addition to the terms of the contract or to the work or to the specifications.



In the event that Contractor is an individual, it is agreed that the death of any such Contractor shall not exonerate the Surety from its obligations under this bond.

SIGNED AND SEALED, this _____ day of _____, 20____

_____(SEAL)
(Principal)

_____(SEAL)
(Surety)

By: _____
(Signature)

By: _____
(Signature)

(Print Name & Title)

(Print Name & Title)

(SEAL AND NOTARIAL ACKNOWLEDGEMENT OF SURETY – ATTACH ATTORNEY-IN-FACT CERTIFICATE)

APPROVED AS TO FORM:

CELIA A. BREWER
City Attorney

By: _____
Assistant City Attorney



OPTIONAL ESCROW AGREEMENT FOR SECURITY DEPOSITS IN LIEU OF RETENTION

This Escrow Agreement is made and entered into by and between the City of Carlsbad whose address is 1200 Carlsbad Village Drive, Carlsbad, California, 92008, hereinafter called "City" and _____ whose address is _____ hereinafter called "Contractor" and _____ whose address is _____ hereinafter called "Escrow Agent."

For the consideration hereinafter set forth, the City, Contractor and Escrow Agent agree as follows:

1. Pursuant to section 22300 of the Public Contract Code of the State of California, the Contractor has the option to deposit securities with the Escrow Agent as a substitute for retention earnings required to be withheld by the City pursuant to the Construction Contract entered into between the City and Contractor for

2020-21 PAVEMENT OVERLAY CONTRACT NO. 6001-200L

in the amount of _____ dated _____ (hereinafter referred to as the "Contract"). Alternatively, on written request of the Contractor, the City shall make payments of the retention earnings directly to the Escrow Agent. When the Contractor deposits the securities as a substitute for Contract earnings, the Escrow Agent shall notify the City within 10 days of the deposit. The market value of the securities at the time of the substitution shall be a least equal to the cash amount then required to be withheld as retention under the terms of the contract between the City and Contractor. Securities shall be held in the name of the City and shall designate the Contractor as the beneficial owner.

2. The City shall make progress payments to the Contractor for such funds which otherwise would be withheld from progress payments pursuant to the Contract provisions, provided that the Escrow Agent holds securities in the form and amount specified above.

3. When the City makes payment of retentions earned directly to the Escrow Agent, the Escrow Agent shall hold them for the benefit of the Contractor until such time as the escrow created under this contract is terminated. The Contractor may direct the investment of the payments into securities. All terms and conditions of this agreement and the rights and responsibilities of the parties shall be equally applicable and binding when the City pays the Escrow Agent directly.

4. The Contractor shall be responsible for paying all fees for the expenses incurred by the Escrow Agent in administering the Escrow Account and all expenses of the City. These expenses and payment terms shall be determined by the City, Contractor and Escrow Agent.

5. The interest earned on the securities or the money market accounts held in escrow and all interest earned on that interest shall be for the sole account of Contractor and shall be subject to withdrawal by Contractor at any time and from time to time without notice to the City.



6. Contractor shall have the right to withdraw all or any part of the principal in the Escrow Account only by written notice to Escrow Agent accompanied by written authorization from City to the Escrow Agent that City consents to the withdrawal of the amount sought to be withdrawn by Contractor.

7. The City shall have a right to draw upon the securities in the event of default by the Contractor. Upon seven days' written notice to the Escrow Agent from the City of the default, the Escrow Agent shall immediately convert the securities to cash and shall distribute the cash as instructed by the City.

8. Upon receipt of written notification from the City certifying that the Contract is final and complete and that the Contractor has complied with all requirements and procedures applicable to the Contract, the Escrow Agent shall release to Contractor all securities and interest on deposit less escrow fees and charges of the Escrow Account. The escrow shall be closed immediately upon disbursement of all moneys and securities on deposit and payments of fees and charges.

9. The Escrow Agent shall rely on the written notifications from the City and the Contractor pursuant to sections (1) to (8), inclusive, of this agreement and the City and Contractor shall hold Escrow Agent harmless from Escrow Agent's release, conversion and disbursement of the securities and interest as set forth above.

10. The names of the persons who are authorized to give written notices or to receive written notice on behalf of the City and on behalf of Contractor in connection with the foregoing, and exemplars of their respective signatures are as follows:

For City:

Title FINANCE DIRECTOR

Name _____

Signature _____

Address 1635 Faraday Avenue, Carlsbad, CA 92008

For Contractor:

Title _____

Name _____

Signature _____

Address _____

For Escrow Agent:

Title _____

Name _____

Signature _____

Address _____



At the time the Escrow Account is opened, the City and Contractor shall deliver to the Escrow Agent a fully executed counterpart of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement by their proper officers on the date first set forth above.

For City:

Title MAYOR

Name _____

Signature _____

Address 1200 Carlsbad Village Drive, Carlsbad, CA 92008

For Contractor:

Title _____

Name _____

Signature _____

Address _____

For Escrow Agent:

Title _____

Name _____

Signature _____

Address _____



**GENERAL PROVISIONS FOR
2020-21 PAVEMENT OVERLAY
CONTRACT NO. 6001-20OL**

CITY OF CARLSBAD

**BIDDERS ARE ADVISED THAT THIS SECTION REPLACES PART 1,
GENERAL PROVISIONS, OF THE STANDARD SPECIFICATIONS FOR
PUBLIC WORKS CONSTRUCTION**

**SECTION 1 -- TERMS, DEFINITIONS, ABBREVIATIONS, AND
SYMBOLS**

1-1 TERMS – Unless otherwise stated, the words directed, required, permitted, ordered, instructed, designated, considered necessary, prescribed, approved, acceptable, satisfactory, or words of like meaning, refer to actions, expressions, and prerogatives of the Engineer.

1-1.1 Reference to Drawings. Where words "shown", "indicated", "detailed", "noted", "scheduled", or words of similar import are used, it shall be understood that reference is made to the plans accompanying these provisions, unless stated otherwise.

1-1.2 Directions. Where words "directed", "designated", "selected", or words of similar import are used, it shall be understood that the direction, designation or selection of the Engineer is intended, unless stated otherwise. The word "required" and words of similar import shall be understood to mean "as required to properly complete the work as required and as approved by the Engineer," unless stated otherwise.

1-1.3 Equals and Approvals. Where the words "equal", "approved equal", "equivalent", and such words of similar import are used, it shall be understood such words are followed by the expression "in the opinion of the Engineer", unless otherwise stated. Where the words "approved", "approval", "acceptance", or words of similar import are used, it shall be understood that the approval, acceptance, or similar import of the Engineer is intended.

1-1.4 Perform. The word "perform" shall be understood to mean that the Contractor, at its expense, shall perform all operations, labor, tools and equipment, and further, including the furnishing and installing of materials that are indicated, specified or required to mean that the Contractor, at its expense, shall furnish and install the work, complete in place and ready to use, including furnishing of necessary labor, materials, tools, equipment, and transportation.

1-2 DEFINITIONS. The following words, or groups of words, shall be exclusively defined by the definitions assigned to them herein.

Addendum – Written or graphic instrument issued prior to the opening of Bids which clarifies, corrects, or changes the bidding or Contract Documents. The term Addendum shall include bulletins and all other types of written notices issued to potential bidders prior to opening of Bids.



Agency – The City of Carlsbad, California.

Agreement – See Contract.

Assessment Act Contract – A Contract financed by special assessments authorized under a State Act or procedural ordinance of a City or County.

Base – A layer of specified material of planned thickness placed immediately below the pavement or surfacing.

Bid – The offer or proposal of the Bidder submitted on the prescribed form setting forth the prices for the Work.

Bidder – Any individual, firm, partnership, corporation, or combination thereof, submitting a Bid for the Work, acting directly or through a duly authorized representative.

Board – The officer or body constituting the awarding authority of the Agency, which is the City Council for the City of Carlsbad or the Board of Directors of Carlsbad Municipal Water District.

Bond – Bid, performance, and payment bond or other instrument of security.

City Council – the City Council of the City of Carlsbad.

City Manager – the City Manager of the City of Carlsbad or his/her approved representative.

Cash Contract – A Contract financed by means other than special assessments.

Change Order – A written order to the Contractor signed by the Agency directing an addition, deletion, or revision in the Work, or an adjustment in the Contract Price or the Contract time issued after the effective date of the Contract. A Change Order may or may not also be signed by the Contractor.

Code – The terms Government Code, Labor Code, etc., refer to codes of the State of California.

Construction Manager– the Project Inspector’s immediate supervisor and first level of appeal for informal dispute resolution.

Contract – The written agreement between the Agency and the Contractor covering the Work.

Contract Documents – Including but not limited to; the Contract, any Addendum (which pertain to the contract documents), Notice Inviting Bids, Instructions to Bidders; Bid (including documentation accompanying the Bid and any post-bid documentation submitted prior to the Notice of Award) when attached as an exhibit to the Contract, the Bonds, the General Provisions, permits from other agencies, the Technical Specifications, the Supplemental Provisions, the Plans, Standard Plans, Standard Specifications, Reference Specifications, and all Modifications issued after the execution of the Contract.

Contractor – The individual, partnership, corporation, joint venture, or other legal entity having a Contract with the Agency to perform the Work. In the case of work being done under permit issued by the Agency, the permittee shall be constructed to be the Contractor. The term “prime contractor” shall mean Contractor.



Contract Price – The total amount of money for which the Contract is awarded.

Contract Unit Price – The amount stated in the Bid for a single unit of an item of work.

County Sealer – The Sealer of Weights and Measures of the county in which the Contract is let.

Days – Days shall mean consecutive calendar's days unless otherwise specified.

Deputy City Engineer, Construction Management & Inspection – The Construction Manager's immediate supervisor and second level of appeal for informal dispute resolution.

Dispute Board – Persons designated by the City Manager of the City of Carlsbad or Executive Manager of the Carlsbad Municipal Water District, to hear and advise the City Manager on claims submitted by the Contractor. The City Manager for the City of Carlsbad or the Executive Manager for the Carlsbad Municipal Water District is the last appeal level for informal dispute resolution.

Electrolier – Street light assembly complete, including foundation, standard, luminaire arm, luminaire, etc.

Engineer – The City Engineer of the City of Carlsbad or his/her approved representative. The Engineer is the third level of appeal for informal dispute resolution.

Geotextile – Synthetic fiber used in civil engineering applications, serving the primary functions of separation and filtration.

House Connection Sewer – A sewer, within a public street or right-of-way, proposed to connect any parcel, lot, or part of a lot with a mainline sewer.

House Sewer – A sewer, wholly within private property, proposed to connect any building to a house connection sewer.

Luminaire – The lamp housing including the optical and socket assemblies (and ballast if so specified).

Luminaire Arm – The structural member, bracket, or mast arm, which, mounted on the standard, supports the luminaire.

Minor Bid Item – A single contract item constituting less than 10 percent (10%) of the original Contract Price bid.

Modification – Includes Change Orders and Supplemental Agreements. A Modification may only be used after the effective date of the Contract.

Notice of Award – The written notice by the Agency to the successful Bidder stating that upon compliance by it with the required conditions, the Agency will execute the Contract.

Notice to Proceed – A written notice given by the Agency to the Contractor fixing the date on which the Contract time will start.



Own Organization - When used in Section 2-3.1 – Employees of the Contractor who are hired, directed, supervised and paid by the Contractor to accomplish the completion of the Work. Further, such employees have their employment taxes, State disability insurance payments, State and Federal income taxes paid and administered, as applicable, by the Contractor. When used in Section 2-3.1 “own organization” means construction equipment that the Contractor owns or leases and uses to accomplish the Work. Equipment that is owner operated or leased equipment with an operator is not part of the Contractor's Own Organization and will not be included for the purpose of compliance with Section 2-3.1.

Person – Any individual, firm, association, partnership, corporation, trust, joint venture, or other legal entity.

Plans – The drawings, profiles, cross sections, working drawings, and supplemental drawings, or reproductions thereof, approved by the Engineer, which show the location, character, dimensions, or details of the Work.

Private Contract – Work subject to Agency inspection, control, and approval, involving private funds, not administered by the Agency.

Project Inspector – The Engineer's designated representative for inspection, contract administration and first level for informal dispute resolution.

Proposal – See Bid.

Reference Specifications – Those bulletins, standards, rules, methods of analysis or test, codes, and specifications of other agencies, engineering societies, or industrial associations referred to in the Contract Documents. These refer to the latest edition, including amendments in effect and published at the time of advertising the project or issuing the permit, unless specifically referred to by edition, volume, or date.

Roadway – The portion of a street reserved for vehicular use.

Service Connection – Service connections are all or any portion of the conduit, cable, or duct, including meter, between a utility distribution line and an individual consumer.

Sewer – Any conduit intended for the reception and transfer of sewage and fluid industrial waste.

Specifications – General Provisions, Standard Specifications, Technical Specifications, Reference Specifications, Supplemental Provisions, and specifications in Supplemental Agreements between the Contractor and the Board.

Standard – The shaft or pole used to support street lighting luminaire, traffic signal heads, mast arms, etc.

Standard Plans – Details of standard structures, devices, or instructions referred to on the Plans or in Specifications by title or number.

Standard Specifications – The Standard Specifications for Public Works Construction (SSPWC), the “Greenbook”.

State – State of California.



Storm Drain – Any conduit and appurtenances intended for the reception and transfer of storm water.

Street – Any road, highway, parkway, freeway, alley, walk, or way.

Subbase – A layer of specified material of planned thickness between a base and the subgrade.

Subcontractor – An individual, firm, or corporation having a direct contract with the Contractor or with any other Subcontractor for the performance of a part of the Work.

Subgrade – For roadways, that portion of the roadbed on which pavement, surfacing, base, subbase, or a layer of other material is placed. For structures, the soil prepared to support a structure.

Supervision – Supervision, where used to indicate supervision by the Engineer, shall mean the performance of obligations, and the exercise of rights, specifically imposed upon and granted to the Agency in becoming a party to the Contract. Except as specifically stated herein, supervision by the Agency shall not mean active and direct superintendence of details of the Work.

Supplemental Agreement – A written amendment of the Contract Documents signed by both parties.

Supplemental Provisions – Additions and revisions to the Standard Specifications setting forth conditions and requirements peculiar to the work.

Surety – Any individual, firm, or corporation, bound with and for the Contractor for the acceptable performance, execution, and completion of the Work, and for the satisfaction of all obligations incurred.

Tonne – Also referred to as “metric ton”. Represents a unit of measure in the International System of Units equal to 1,000 kilograms.

Utility – Tracks, overhead or underground wires, pipeline, conduits, ducts, or structures, sewers, or storm drains owned, operated, or maintained in or across a public right of way or private easement.

Work – That which is proposed to be constructed or done under the Contract or permit, including the furnishing of all labor, materials, equipment, and services.

1-3 ABBREVIATIONS

1-3.1 General. The abbreviation herein, together with others in general use, are applicable to these Standard Specifications and to project Plans or other Contract Documents.

All abbreviations and symbols used on Plans for structural steel construction shall conform to those given by the “Manual of Steel Construction” published by the American Institute of Steel Construction, Inc.



1-3.2 Common Usage

Abbreviation

Word or Words

ABAN Abandon
 ABAND Abandoned
 ABS Acrylonitrile – butadiene – styrene
 AC Asphalt Concrete
 ACP Asbestos cement pipe
 ACWS Asphalt concrete wearing surface
 ALT Alternate
 APTS Apartment and Apartments
 AMER STD American Standard
 AWG American Wire Gage (nonferrous wire)
 BC Beginning of curve
 BCR Beginning of curb return
 BDRY Boundary
 BF Bottom of footing
 BLDG Building and Buildings
 BM Bench mark
 BVC Beginning of vertical curve
 B/W Back of wall
 C/C Center to center
 CAB Crushed aggregate base
 CAL/OSHA California Occupational Safety and Health Administration
 CalTrans California Department of Transportation
 CAP Corrugated aluminum pipe
 CB Catch Basin
 Cb Curb
 CBP Catch Basin Connection Pipe
 CBR California Bearing Ratio
 CCR California Code of Regulations
 CCTV Closed Circuit TV
 CES Carlsbad Engineering Standards
 CF Curb face
 CF Cubic foot
 C&G Curb and gutter
 CFR Code of Federal Regulations
 CFS Cubic Feet per Second
 CIP Cast iron pipe
 CIPP Cast-in place pipe
 CL Clearance, center line
 CLF Chain link fence
 CMB Crushed miscellaneous base
 CMC Cement mortar-coated
 CML Cement mortar-lined
 CMWD Carlsbad Municipal Water District
 CO Cleanout (Sewer)
 COL Column
 COMM Commercial
 CONC Concrete
 CONN Connection
 CONST Construct, Construction
 COORD Coordinate
 CSP Corrugated steel pipe
 CSD Carlsbad Standard Drawings
 CTB Cement treated base
 CV Check valve
 CY Cubic yard
 D Load of pipe
 dB Decibels

DBL Double
 DF Douglas fir
 DIA Diameter
 DIP Ductile iron pipe
 DL Dead load
 DR Dimension Ratio
 DT Drain Tile
 DWG Drawing
 DWY Driveway
 DWY APPR Driveway approach
 E Electric
 EA Each
 EC End of curve
 ECR End of curb return
 EF Each face
 EG Edge of gutter
 EGL Energy grade line
 EI Elevation
 ELC Electrolier lighting conduit
 ELT Extra long ton
 ENGR Engineer, Engineering
 EP Edge of pavement
 ESMT Easement
 ETB Emulsion-treated base
 EVC End of vertical curb
 EWA Encina Wastewater Authority
 EXC Excavation
 EXP JT Expansion joint
 EXST Existing
 F Fahrenheit
 F&C Frame and cover
 F&I Furnish and install
 FAB Fabricate
 FAS Flashing arrow sign
 FD Floor drain
 FDN Foundation
 FED SPEC Federal Specification
 FG Finished grade
 FH Fire hydrant
 FL Flow line
 FS Finished surface
 FT-LB Foot-pound
 FTG Footing
 FW Face of wall
 G Gas
 GA Gauge
 GAL Gallon and Gallons
 GALV Galvanized
 GAR Garage and Garages
 GIP Galvanized iron pipe
 GL Ground line or grade line
 GM Gas meter
 GNV Ground Not Visible
 GP Guy pole
 GPM gallons per minute
 GR Grade
 GRTG Grating
 GSP Galvanized steel pipe



HHigh or height
 HBHose bib
 HCHouse connection
 HDWLHeadwall
 HGLHydraulic grade line
 HORIZHorizontal
 HPHorsepower
 HPGHigh pressure gas
 HPSHigh pressure sodium (Light)
 HYDRHydraulic
 IEInvert Elevation
 IDInside diameter
 INCLIncluding
 INSPInspection
 INVInvert
 IPIron pipe
 JCJunction chamber
 JCTJunction
 JSJunction structure
 JTJoint
 LLength
 LABLaboratory
 LATLateral
 LBPound
 LDLocal depression
 LFLinear foot
 LHLamp hole
 LLLive load
 LOLLayout line
 LONGLongitudinal
 LPLamp post
 LPSLow pressure sodium (Light)
 LSLump sum
 LTSLime treated soil
 LWDLeucadia Wastewater District
 MAINTMaintenance
 MAXMaximum
 MCRMiddle of curb return
 MEASMeasure
 MHManhole, maintenance hole
 MIL SPECMilitary specification
 MISCMiscellaneous
 MODModified, modify
 MONMonument
 MSL.. Mean Sea Level (Reg. Standard Drawing M-12)
 MTBMMicrotunneling Boring Machine
 MULTMultiple
 MUTCDManual on Uniform Traffic Control Devices
 MVLMercury vapor light
 NCTDNorth County Transit District
 NRCPNonreinforced concrete pipe
 OBSObsolete
 OCOn center
 ODOutside diameter
 OEOuter edge
 OHEOverhead Electric
 OMWDOlivenhain Municipal Water District
 OPPOpposite
 ORIGOriginal
 PBPull box
 PCPoint of curvature
 PCCPortland cement concrete or port

of compound curvature
 PCVCPoint of compound vertical curve
 PEPolyethylene
 PIPoint of intersection
 PLProperty line
 PMBProcessed miscellaneous base
 POCPoint on curve
 POTPoint on tangent
 PPPower pole
 PRCPoint of reverse curve
 PRVCPoint of reverse vertical curve
 PSIPounds per square inch
 PTPoint of tangency
 PVCPolyvinyl chloride
 PVMTPavement
 PVT R/WPrivate right-of-way
 QRate of flow in cubic feet per second
 QUADQuadrangle, Quadrant
 RRadius
 R&ORock and oil
 R/WRight-of-way
 RARecycling agent
 RACRecycled asphalt concrete
 RAPReclaimed asphalt pavement
 RBACRubberized asphalt concrete
 RCReinforced concrete
 RCBReinforced concrete box
 RCERegistered civil engineer
 RCPReinforced concrete pipe
 RCVRemote control valve
 REFReference
 REINFReinforced or reinforcement
 RESReservoir
 RGERegistered geotechnical engineer
 ROWRight-of-Way
 RRRailroad
 RSERegistered structural engineer
 RTERegistered traffic engineer
 SSewer or Slope, as applicable
 SCCPSteel cylinder concrete pipe
 SDStorm drain
 SDNRSan Diego Northern Railway
 SDRStandard thermoplastic pipe dimension ratio
 (ratio of pipe O.D. to minimum wall thickness)
 SDRSDSan Diego Regional Standard Drawings
 SESand Equivalent
 SECSection
 SFSquare foot
 SFMSewer Force Main
 SIInternational System of Units (Metric)
 SPECSpecifications
 SPPWCStandard Plans for
 Public Works Construction
 ST HWYState highway
 STAStation
 STDStandard
 STRStraight
 STR GRStraight grade
 STRUCStructural/Structure
 SWSidewalk
 SWDSidewalk drain
 SYSquare yard



T.....Telephone
TAN.....Tangent
TC.....Top of curb
TEL.....Telephone
TF.....Top of footing
TOPO.....Topography
TR.....Tract
TRANS.....Transition
TS.....Traffic signal or transition structure
TSC.....Traffic signal conduit
TSS.....Traffic signal standard
TW.....Top of wall
TYP.....Typical
UE.....Underground Electric
USA.....Underground Service Alert

VAR.....Varies, Variable
VB.....Valve box
VC.....Vertical curve
VCP.....Vitrified clay pipe
VERT.....Vertical
VOL.....Volume
VWD.....Vallecitos Water District
W.....Water, Wider or Width, as applicable
WATCH.....Work Area Traffic Control Handbook
WI.....Wrought iron
WM.....Water meter
WPJ.....Weakened plane joint
XCONN.....Cross connection
XSEC.....Cross section

1-3.3 Institutions.

Abbreviation

AASHTO
AISC
ANSI
API
AREA
ASTM
AWPA
AWS
AWWA
FHWA
GRI
NEMA
NOAA
UL
USGS

American Association of State Highway and Transportation Officials
American Institute of Steel Construction
American National Standards Institute
American Petroleum Institute
American Railway Engineering Association
American Society for Testing and Materials
American Wood Preservers Association
American Welding Society
American Water Works Association
Federal Highway Administration
Geosynthetic Research Institute
National Electrical Manufacturers Association
National Oceanic and Atmospheric Administration (Dept. of Commerce)
Underwriters' Laboratories Inc.
United States Geological Survey

Word or Words

1-4 UNITS OF MEASURE.

1-4.1 General. U.S. Standard Measures, also called U.S. Customary System, are the principal measurement system in these specifications. However, certain material specifications and test requirements contained herein use SI units specifically and conversions to U.S. Standard Measures may or may not have been included in these circumstances. When U.S. Standard Measures are not included in parenthesis, then the SI units shall control. S.I. units and U.S. Standard Measures in parenthesis may or may not be exactly equivalent.

Reference is also made to ASTM E 380 for definitions of various units of the SI system and a more extensive set of conversion factors.



1-4.2 Units of Measure and Their Abbreviations.

U.S. Customary Unit (Abbreviations)

1 mil (=0.001 in)
1 inch (in)
1 inch (in)
1 foot (ft)
1 yard (yd)
1 mile (mi)
1 square foot (ft²)
1 square yard (yd²)
1 cubic foot (ft³)
1 cubic yard (yd³)
1 acre
1 U.S. gallon (gal)
1 fluid ounce (fl. oz.)
1 pound mass (lb) (avoirdupois)
1 ounce mass (oz)
1 Ton (=2000 lb avoirdupois)
1 Poise
1 centistoke (cs)

1 pound force (lbf)
1 pounds per square inch (psi)
1 pound force per foot (lbf/ft)

1 foot-pound force (ft-lbf)
1 foot-pound force per second ([ft-lbf]/s)
1 part per million (ppm)

(Equal To)

SI Unit (Abbreviations)

25.4 micrometer (μm)
25.4 millimeter (mm)
2.54 centimeter (cm)
0.3048 meter (m)
0.9144 meter (m)
1.6093 kilometer (km)
0.0929 square meter (m²)
0.8361 square meter (m²)
0.0283 cubic meter (m³)
0.7646 cubic meter (m³)
0.4047 hectare (ha)
3.7854 Liter (L)
29.5735 millileter (mL)
0.4536 kilogram (kg)
0.02835 kilogram (kg)
0.9072 Tonne (= 907 kg)
0.1 pascal · second (Pa · s)
1 square millimeters per
second (mm²/s)
4.4482 Newton (N)
6.8948 Kilopascal (kPa)
1.4594 Newton per
meter (N/m)
1.3558 Joules (J)
1.3558 Watt (W)
1 milligram/liter (mg/L)

Temperature Units and Abbreviations

Degree Fahrenheit (°F):

$$^{\circ}\text{F} = (1.8 \times ^{\circ}\text{C}) + 32$$

Degree Celsius (°C):

$$^{\circ}\text{C} = (^{\circ}\text{F} - 32)/1.8$$

SI Units (abbreviation) Commonly Used in Both Systems

1 Ampere (A)
1 Volt (V)
1 Candela (cd)
1 Lumen (lm)
1 second (s)

Common Metric Prefixes

kilo (k)	10 ³
centi (c)	10 ⁻²
milli (m)	10 ⁻³
micro (μ)	10 ⁻⁶
nano (n)	10 ⁻⁹
pico (p)	10 ⁻¹²



1-5 SYMBOLS

Δ	Delta, the central angle or angle between tangents
\angle	Angle
%	Percent
'	Feet or minutes
"	Inches or seconds
1	Number
/	per or (between words)
°	Degree
PL	Property line
CL	Centerline
SL	Survey line or station line



SECTION 2 – SCOPE AND CONTROL OF WORK

2-1 AWARD AND EXECUTION OF CONTRACT. Award and execution of Contract will be as provided for in the Specifications, Instruction to Bidders, or Notice Inviting Bids.

2-2 ASSIGNMENT. No Contract or portion thereof may be assigned without consent of the Board, except that the Contractor may assign money due or which will accrue to it under the Contract. If given written notice, such assignment will be recognized by the Board to the extent permitted by law. Any assignment of money shall be subject to all proper withholdings in favor of the Agency and to all deductions provided for in the Contract. All money withheld, whether assigned or not, shall be subject to being used by the Agency for completion of the Work, should the Contractor be in default.

2-3 SUBCONTRACTS.

2-3.1 General. Each Bidder shall comply with the Chapter of the Public Contract Code including Sections 4100 through 4113. The following excerpts or summaries of some of the requirements of this Chapter are included below for information:

The Bidder shall set forth in the Bid, as provided in 4104:

“(a) The name and 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 improvements, 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 prime contractor’s total bid, or, in the case of bids or offers for the construction of streets or highways, including bridges, in excess of one-half of 1 percent of the prime contractor’s total bid or ten thousand dollars (\$10,000), whichever is greater.”

“(b) The portion of the work which will be done by each such subcontractor under this act. The prime contractor shall list only one subcontractor for each such portion as is defined by the prime contractor in his bid.”

If the Contractor fails to specify a Subcontractor or specifies more than one Subcontractor for the same portion of the work to be performed under the Contract (in excess of one-half of 1 percent of the Contractor’s total Bid), the Contractor shall be qualified to perform that portion itself, and shall perform that portion itself, except as otherwise provided in the Code.

As provided in Section 4107, no Contractor whose Bid is accepted shall substitute any person as Subcontractor in place of the Subcontractor listed in the original Bid, except for causes and by procedures established in Section 4107.5. This section provides procedures to correct a clerical error in the listing of a Subcontractor.

Section 4110 provides that a Contractor violating any of the provisions of the Chapter violates the Contract and the Board may exercise the option either to cancel the Contract or assess the



Contractor a penalty in an amount of not more than 10 percent of the subcontract involved, after a public hearing.

Should the Contractor fail to adhere to the provisions requiring the Contractor to complete **50 percent** of the contract price with its own organization, the Agency may at its sole discretion elect to cancel the contract or deduct an amount equal to 10 percent of the value of the work performed in excess of **50 percent** of the contract price by other than the Contractor's own organization. The Board shall be the sole body for determination of a violation of these provisions. In any proceedings under this section, the prime contractor shall be entitled to a public hearing before the Board and shall be notified ten (10) days in advance of the time and location of said hearing. The determination of the City Council shall be final.

2-3.2 Additional Responsibility. The Contractor shall give personal attention to the fulfillment of the Contract and shall keep the Work under its control.

The Contractor shall perform, with its own organization, Contract work amounting to at least 50 percent of the Contract Price except that any designated "Specialty Items" may be performed by subcontract, and the amount of any such "Specialty Items" so performed may be deducted from the Contract Price before computing the amount required to be performed by the Contractor with its own organization. "Specialty Items" will be identified by the Agency in the Bid or Proposal. Where an entire item is subcontracted, the value of work subcontracted will be based on the Contract Unit Price. When a portion of an item is subcontracted, the value of work subcontracted will be based on the estimated percentage of the Contract Unit Price. This will be determined from information submitted by the Contractor, and subject to approval by the Engineer.

Before the work of any Subcontractor is started, the Contractor shall submit to the Engineer for approval a written statement showing the work to be subcontracted giving the name and business of each Subcontractor and description and value of each portion of the work to be so subcontracted.

2-3.3 Status of Subcontractors. Subcontractors shall be considered employees of the Contractor, and the Contractor shall be responsible for their work.

2-4 CONTRACT BONDS. Before execution of the Contract, the Bidder shall file surety bonds with the Agency to be approved by the Board in the amounts and for the purposes noted below. Bonds issued by a surety, who is authorized to issue bonds in California, and whose bonding limitation shown in said circular is sufficient to provide bonds in the amount required by the Contract shall be deemed to be approved unless specifically rejected by the Agency. Bonds from all other sureties shall be accompanied by all of the documents enumerated in Code of Civil Procedure 995.660 (a). The Bidder shall pay all bond premiums, costs, and incidentals.

Each bond shall incorporate, by reference, the Contract and be signed by both the Bidder and Surety and the signature of the authorized agent of the Surety shall be notarized.

The Contractor shall provide a faithful performance/warranty bond and payment bond (labor and materials bond) for this contract. The faithful performance/warranty bond shall be in a sum not less than one hundred percent of the total amount payable by the terms of this contract. The Contractor shall provide bonds to secure payment of laborers and materials suppliers in a sum not less than one hundred percent of the total amount payable by the terms of this contract.



Both bonds shall extend in full force and effect and be retained by the Agency during this project until they are released according to the provisions of this section.

The faithful performance/warranty bond will be reduced to 25 percent of the original amount 30 days after recordation of the Notice of Completion and will remain in full force and effect for the one year warranty period and until all warranty repairs are completed to the satisfaction of the Engineer. The bonds to secure payment of laborers and materials suppliers shall be released six months plus 30 days after recordation of the Notice of Completion if all claims have been paid.

All bonds are to be placed with a surety insurance carrier admitted and authorized to transact the business of insurance in California and whose assets exceed their liabilities in an amount equal to or in excess of the amount of the bond. The bonds are to contain the following documents:

- 1) An original, or a certified copy, of the un-revoked appointment, power of attorney, by laws, or other instrument entitling or authorizing the person who executed the bond to do so.
- 2) A certified copy of the certificate of authority of the insurer issued by the insurance commissioner.

If the bid is accepted, the Agency may require a financial statement of the assets and liabilities of the insurer at the end of the quarter calendar year prior to 30 days next preceding the date of the execution of the bond. The financial statement shall be made by an officer's certificate as defined in Section 173 of the Corporations Code. In the case of a foreign insurer, the financial statement may be verified by the oath of the principal officer or manager residing within the United States.

Should any bond become insufficient, the Contractor shall renew the bond within 10 days after receiving notice from the Agency.

Should any Surety at any time be unsatisfactory to the Board, notice will be given the Contractor to that effect. No further payments shall be deemed due or will be made under the contract until a new Surety shall qualify and be accepted by the Board.

Changes in the Work or extensions of time, made pursuant to the Contract, shall in no way release the Contractor or Surety from its obligations. Notice of such changes or extensions shall be waived by the Surety.

2-5 PLANS AND SPECIFICATIONS.

2-5.1 General. The Contractor shall keep at the Work site a copy of the Plans and Specifications, to which the Engineer shall have access at all times. The construction plans consist of one set. The plan set is designated as City of Carlsbad Drawing No. 522-4 and consists of 14 sheets.

The specifications for the work include the General Provisions, Supplemental Provisions, Carlsbad Engineering Standards (CES), Standard Specifications for Public Works Construction, (SSPWC), Part 2 & 3, and the latest supplements thereto, current edition at the time of bid opening as published by the "Greenbook" Committee of Public Works Standards, Inc., hereinafter designated "SSPWC", as amended.

The standard drawings used for this project are the latest edition of the San Diego Area Regional Standard Drawings, hereinafter designated SDRSD, as issued by the San Diego County Department of Public Works, together with the most recent editions of the City of Carlsbad



Engineering Standards and Carlsbad Standard Drawings, as issued by the City of Carlsbad and the Carlsbad Municipal Water District, hereinafter designated as CES and CSD, respectively.

The Plans, Specifications, and other Contract Documents shall govern the Work. The Contract Documents are intended to be complementary and cooperative. Anything specified in the Specifications and not shown on the Plans or shown on the Plans and not specified in the Specifications, shall be as though shown on or specified in both.

The Plans shall be supplemented by such working drawings and shop drawings as are necessary to adequately control the Work.

The Contractor shall ascertain the existence of any conditions affecting the cost of the Work through a reasonable examination of the Work site prior to submitting the Bid.

Existing improvements visible at the Work site, for which no specific disposition is made on the Plans, but which interfere with the completion of the Work, shall be removed and disposed of by the Contractor.

The Contractor shall, upon discovering any error or omission in the Plans or Specifications, immediately call it to the attention of the Engineer.

2-5.2 Precedence of Contract Documents.

If there is a conflict between Contract Documents, the document highest in precedence shall control. The precedence shall be the most recent edition of the following documents listed in order of highest to lowest precedence:

- 1) Permits from other agencies as may be required by law.
- 2) Change orders, whichever occurs last.
- 3) Contract addenda, whichever occurs last.
- 4) Contract
- 5) Carlsbad General Provisions, Technical Specifications, and Supplemental Provisions.
- 6) Plans.
- 7) Standards plans.
 - a) City of Carlsbad Standard Drawings.
 - b) Carlsbad Municipal Water District Standard Drawings.
 - c) City of Carlsbad modifications to the San Diego Area Regional Standard Drawings.
 - d) San Diego Area Regional Standard Drawings.
 - e) Traffic Signal Design Guidelines and Standards.
 - f) State of California Department of Transportation Standard Plans.
 - g) State of California Department of Transportation Standard Specifications.
 - h) California Manual on Uniform Traffic Control Devices (CA MUTCD).
- 8) Standard Specifications for Public Works Construction, as amended.
- 9) Reference Specifications.
- 10) Manufacturer's Installation Recommendations

Detail drawings shall take precedence over general drawings.

Plan details shall have precedence over general plans.



2-5.3 Submittals.

2-5.3.1 General. Submittals shall be provided, at the Contractor's expense, as required in 2-5.3.2, 2-5.3.3 and 2-5.3.4, when required by the Plans or Special Provisions, or when requested by the Engineer.

Materials shall neither be furnished nor fabricated, nor shall any work for which submittals are required be performed, before the required submittals have been reviewed and accepted by the Engineer. Neither review nor acceptance of submittals by the Engineer shall relieve the Contractor from responsibility for errors, omissions, or deviations from the Contract Documents, unless such deviations were specifically called to the attention of the Engineer in the letter of transmittal. The Contractor shall be responsible for the correctness of the submittals.

The Contractor shall allow a minimum of 20 working days for review of submittals unless otherwise specified in the Special Provisions. Each submittal shall be accompanied by a letter of transmittal.

Each submittal shall be consecutively numbered. Resubmittals shall be labeled with the number of the original submittal followed by an ascending alphabetical designation (e.g. The label '4-C' would indicate the third instance that the fourth submittal had been given to the Engineer). Each sheet of each submittal shall be consecutively numbered. Each set of shop drawings and submittals shall be accompanied by a letter of transmittal on the Contractor's letterhead. The Letter of Transmittal shall contain the following:

- 1) Project title and Agency contract number.
- 2) Number of complete sets.
- 3) Contractor's certification statement.
- 4) Specification section number(s) pertaining to material submitted for review.
- 5) Submittal number (Submittal numbers shall be consecutive including subsequent submittals for the same materials.)
- 6) Description of the contents of the submittal.
- 7) Identification of deviations from the contract documents.

When submitted for the Engineer's review, Shop Drawings shall bear the Contractor's certification that the Contractor has reviewed, checked, and approved the Shop Drawings and that they are in conformance with the requirements of the Contract Documents. The Contractor shall subscribe to and shall place the following certification on all submittals:

"I hereby certify that the (equipment, material) shown and marked in this submittal is that proposed to be incorporated into this Project, is in compliance with the Contract Documents, can be installed in the allocated spaces, and is submitted for approval."

By: _____ Title: _____

Date: _____

Company Name: _____

2-5.3.2 Working Drawings. Working drawings are drawings showing details not shown on the Plans which are required to be designed by the Contractor. Working drawings shall be of a size and scale to clearly show all necessary details.



Six copies and one reproducible shall be submitted. If no revisions are required, three of the copies will be returned to the Contractor. If revisions are required, the Engineer will return one copy along with the reproducible for resubmission. Upon acceptance, the Engineer will return two of the copies to the Contractor and retain the remaining copies and the reproducible.

Working drawings are required in the following sections:

TABLE 2-5.3.2 (A)

Item	Section Number	Title	Subject
1	7-10.4.1	Safety Orders	Trench Shoring
2	207-2.5	Joints	Reinforced Concrete Pipe
3	207-8.4	Joints	Vitrified Clay Pipe
4	207-10.2.1	General	Fabricated Steel Pipe
5	300-3.2	Cofferdams	Structure Excavation & Backfill
6	303-1.6.1	General	Falsework
7	303-1.7.1	General	Placing Reinforcement
8	303-3.1	General	Prestressed Concrete Construction
9	304-1.1.1	Shop Drawings	Structural Steel
10	304-1.1.2	Falsework Plans	Structural Steel
11	304-2.1	General	Metal Hand Railings
12	306-2.1	General	Jacking Operations
13	306-3.1	General	Tunneling Operations
14	306-3.4	Tunnel Supports	Tunneling Operations
15	306-6	Remodeling Existing Sewer Facilities	Polyethylene Liner Installation
16	306-8	Microtunneling	Microtunneling Operations
17	307-4.3	Controller Cabinet Wiring Diagrams	Traffic Signal Construction

Working drawings listed above as Items 5, 6, 8, 9, 10, 12, 13, 14 and 16 shall be prepared by a Civil or Structural Engineer registered by the State of California.

2-5.3.3 Shop Drawings. Shop drawings are drawings showing details of manufactured or assembled products proposed to be incorporated into the Work. Shop drawings required shall be as specified in the Special Provisions.

2-5.3.4 Supporting Information. Supporting information is information required by the Specifications for the purposes of administration of the Contract, analysis for verification of conformance with the Specifications, the operation and maintenance of a manufactured product or system to be constructed as part of the Work, and other information as may be required by the Engineer. Six copies of the supporting information shall be submitted to the Engineer prior to the start of the Work unless otherwise specified in the Special Provisions or directed by the Engineer. Supporting information for systems shall be bound together and include all manufactured items for the system. If resubmittal is not required, three copies will be returned to the Contractor. Supporting information shall consist of the following and is required unless otherwise specified in the Special Provisions:

- 1) List of Subcontractors per 2-3.2.
- 2) List of Materials per 4-1.4.
- 3) Certifications per 4-1.5.
- 4) Construction Schedule per 6-1.
- 5) Confined Space Entry Program per 7-10.4.4.
- 6) Concrete mix designs per 201-1.1.
- 7) Asphalt concrete mix designs per 203-6.1.



- 8) Data, including, but not limited to, catalog sheets, manufacturer's brochures, technical bulletins, specifications, diagrams, product samples, and other information necessary to describe a system, product or item. This information is required for irrigation systems, street lighting systems, and traffic signals, and may also be required for any product, manufactured item, or system.

2-5.4 Record Drawings. The Contractor shall provide and keep up-to-date a complete "as-built" record set of blue-line prints, which shall be corrected in red daily and show every change from the original drawings and specifications and the exact "as-built" locations, sizes and kinds of equipment, underground piping, valves, and all other work not visible at surface grade. Prints for this purpose may be obtained from the Agency at cost. This set of drawings shall be kept on the job and shall be used only as a record set and shall be delivered to the Engineer within ten (10) days of completion of the work. Payment for performing the work required by Section 2-5.4 shall be included in the various bid items and no additional payment will be made therefore.

2-6 WORK TO BE DONE. The Contractor shall perform all work necessary to complete the Contract in a satisfactory manner. Unless otherwise provided, the Contractor shall furnish all materials, equipment, tools, labor, and incidentals necessary to complete the Work.

2-7 SUBSURFACE DATA. All soil and test hole data, water table elevations, and soil analyses shown on the drawings or included in the Specifications apply only at the location of the test holes and to the depths indicated. Soil test reports for test holes which have been drilled are available for inspection at the office of the Engineer. Any additional subsurface exploration shall be done by Bidders or the Contractor at their own expense.

The indicated elevation of the water table is that which existed on the date when test hole data was determined. It is the Contractor's responsibility to determine and allow for the elevation of groundwater at the date of project construction. A difference in elevation between groundwater shown in soil boring logs and groundwater actually encountered during construction will not be considered as a basis for extra work.

2-8 RIGHT-OF-WAY. Rights-of-way, easements, or rights-of-entry for the Work will be provided by the Agency. Unless otherwise provided, the Contractor shall make arrangements, pay for, and assume all responsibility for acquiring, using, and disposing of additional work areas and facilities temporarily required. The Contractor shall indemnify and hold the Agency harmless from all claims for damages caused by such actions.

2-9 SURVEYING.

2-9.1 Permanent Survey Markers. The Contractor shall not cover or disturb permanent survey monuments or benchmarks without the consent of the Engineer. Where the Engineer concurs, in writing, with the Contractor that protecting an existing monument in place is impractical, the Contractor shall employ a licensed land surveyor or a registered civil engineer authorized to practice land surveying within the State of California, hereinafter Surveyor, to establish the location of the monument before it is disturbed. The Contractor shall have the monument replaced by the Surveyor no later than thirty (30) days after construction at the site of the replacement is completed. The Surveyor shall file corner record(s) as required by §§ 8772 and 8773, et seq. of the California Business and Professions Code.



When a change is made in the finished elevation of the pavement of any roadway in which a permanent survey monument is located, the Contractor shall adjust the monument frame and cover to the new grade within 7 days of paving unless the Engineer shall approve otherwise. Monument frames and covers shall be protected during street sealing or painting projects or be cleaned to the satisfaction of the Engineer.

2-9.2 Survey Service. The Contractor shall hire and pay for the services of a Surveyor, hereinafter Surveyor to perform all work necessary for establishing control, construction staking, records research and all other surveying work necessary to construct the work, provide surveying services as required herein and provide surveying, drafting and other professional services required to satisfy the requirements of the Land Surveyors Act. Surveyor shall be resident on the site during all surveying operations and shall personally supervise and certify the surveying work.

2-9.2.3 Payment for Survey, Payment for work performed to satisfy the requirements of Sections 2-9.1 through 2-9.2.2 shall be included in the actual bid items requiring the survey work and no additional payment will be made. Extension of unit prices for extra work shall include full compensation for attendant survey work and no additional payment will be made. Payment for the replacement of disturbed monuments and the filing of records of survey and/or corner records, including filing fees, shall be incidental to the work necessitating the disturbance of said monuments and no additional payment will be made.

2-9.3 Private Engineers. Surveying by private engineers on the Work shall conform to the quality and practice required by the Engineer.

2-9.4 Line and Grade. All work shall conform to the lines, elevations, and grades shown on the Plans.

Three consecutive points set on the same slope shall be used together so that any variation from a straight grade can be detected. Any such variation shall be reported to the Engineer. In the absence of such report, the Contractor shall be responsible for any error in the grade of the finished work.

Grades for underground conduits will be set at the surface of the ground. The Contractor shall transfer them to the bottom of the trench.

2-10 AUTHORITY OF BOARD AND ENGINEER. The Board has the final authority in all matters affecting the Work. Within the scope of the Contract, the Engineer has the authority to enforce compliance with the Plans and Specifications. The Contractor shall promptly comply with instructions from the Engineer or an authorized representative.

The decision of the Engineer is final and binding on all questions relating to: quantities; acceptability of material, equipment, or work; execution, progress or sequence of work; and interpretation of the Plans, Specifications, or other drawings. This shall be precedent to any payment under the Contract, unless otherwise ordered by the Board.

2-10.1 Availability of Records, The Contractor shall, at no charge to the Agency, provide copies of all records in the Contractor's or subcontractor's possession pertaining to the work that the Engineer may request.

2-10.2 Audit and Inspection, Contractor agrees to maintain and/or make available, to the Engineer, within San Diego County, accurate books and accounting records relative to all its



activities and to contractually require all subcontractors to this Contract to do the same. The Engineer shall have the right to monitor, assess, and evaluate Contractor's and its subcontractors' performance pursuant to this Agreement, said monitoring, assessments, and evaluations to include, but not be limited to, audits, inspection of premises, reports, contracts, subcontracts and interviews of Contractor's staff and the staff of all subcontractors to this contract. At any time during normal business hours and as often as the Engineer may deem necessary, upon reasonable advance notice, Contractor shall make available to the Engineer for examination, all of its, and all subcontractors to this contract, records with respect to all matters covered by this Contract and will permit the Engineer to audit, examine, copy and make excerpts or transcripts from such data and records, and to make audits of all invoices, materials, payrolls, records of personnel, and other data relating to all matters covered by this Contract. However, any such activities shall be carried out in a manner so as to not unreasonably interfere with Contractor's ongoing business operations. Contractor and all subcontractors to this contract shall maintain such data and records for as long as may be required by applicable laws and regulations.

2-11 INSPECTION. The Work is subject to inspection and approval by the Engineer. The Contractor shall notify the Engineer before noon of the working day before inspection is required. Work shall be done only in the presence of the Engineer, unless otherwise authorized. Any work done without proper inspection will be subject to rejection. The Engineer and any authorized representatives shall at all times have access to the Work during its construction at shops and yards as well as the project site. The Contractor shall provide every reasonable facility for ascertaining that the materials and workmanship are in accordance with these specifications. Inspection of the Work shall not relieve the Contractor of the obligation to fulfill all conditions of the Contract.



SECTION 3 – CHANGES IN WORK

3-1 CHANGES REQUESTED BY THE CONTRACTOR.

3-1.1 General. Changes in the Plans and Specifications, requested in writing by the Contractor, which do not materially affect the Work and which are not detrimental to the Work or to the interests of the Agency, may be granted by the Engineer. Nothing herein shall be construed as granting a right to the Contractor to demand acceptance of such changes.

3-1.2 Payment for Changes Requested by the Contractor. If such changes are granted, they shall be made at a reduction in cost or no additional cost to the Agency.

3-2 CHANGES INITIATED BY THE AGENCY.

3-2.1 General. The Agency may change the Plans, Specifications, character of the work, or quantity of work provided the total arithmetic dollar value of all such changes, both additive and deductive, does not exceed 25 percent of the Contract Price. Should it become necessary to exceed this limitation, the change shall be by written Supplemental Agreement between the Contractor and Agency, unless both parties agree to proceed with the change by Change Order.

Change Orders shall be in writing and state the dollar value of the change or established method of payment, any adjustment in contract time of completion, and when negotiated prices are involved, shall provide for the Contractor's signature indicating acceptance.

3-2.2 Payment.

3-2.2.1 Contract Unit Prices. If a change is ordered in an item of work covered by a Contract Unit Price, and such change does not involve substantial change in character of the work from that shown on the Plans or specified in the Specifications, then an adjustment in payment will be made. This adjustment will be based upon the increase or decrease in quantity and the Contract Unit Price.

If the actual quantity of an item of work covered by a Contract Unit Price and constructed in conformance with the Plans and Specifications varies from the Bid quantity by 50 percent or less, payment will be made at the Contract Unit Price. If the actual quantity of said item of work varies from the Bid quantity by more than 50 percent, payment will be made per Section 3-2.2.2 or 3-2.2.3 as appropriate.

If a change is ordered in an item of work covered by a Contract Unit Price, and such change does involve a substantial change in the character of the work from that shown on the Plans or specified in the Specifications, an adjustment in payment will be made per Section 3-2.4.

3-2.2.2 Increases of More Than 50 Percent. Should the actual quantity of an item of work covered by a Contract Unit Price and constructed in conformance with the Plans and Specifications, exceed the Bid quantity by more than 50 percent, payment for the quantity in excess of 150 percent of the Bid quantity will be made on the basis of an adjustment in the Contract Unit Price mutually agreed to by the Contractor and the Agency, or at the option of the Engineer, on the basis of Extra Work per Section 3-3. The Extra Work per Section 3-3, basis of



payment, shall not include fixed costs. Fixed costs shall be deemed to have been recovered by the Contractor through payment for 150 percent of the Bid quantity at the Contract Unit Price.

3-2.2.3 Decreases of More Than 50 Percent. Should the actual quantity of an item of work covered by a Contract Unit Price, and constructed in conformance with the Plans and Specifications, be less than 50 percent of the Bid quantity, an adjustment in payment will not be made unless so requested in writing by the Contractor. If the Contractor so requests, payment will be made on the basis of an adjustment in the Contract Unit Price mutually agreed to by the Contractor and the Agency, or at the option of the Engineer, on the basis of Extra Work per Section 3-3; however, in no case will payment be less than would be made for the actual quantity at the Contract Unit Price nor more than would be made for 50 percent of the Bid quantity at the Contract Unit Price.

3-2.3 Stipulated Unit Prices. Stipulated Unit Prices are unit prices established by the Agency in the Contract Documents as distinguished from Contract Unit Prices submitted by the Contractor. Stipulated Unit Prices may be used for the adjustment of Contract changes when so specified in the Special Provisions.

3-2.4 Agreed Prices. Agreed Prices are prices for new or unforeseen work, or adjustments in Contract Unit Prices per Section 3-2.2, established by mutual agreement between the Contractor and the Agency. If mutual agreement cannot be reached, the Engineer may direct the Contractor to proceed on the basis of Extra Work in accordance per Section 3-3, except as otherwise specified in Sections 3-2.2.2 and 3-2.2.3.

3.2.4.1 Schedule of Values. Prior to construction, Contractor shall provide a schedule of values for all lump sum bid items that shall be used for the purpose of progress payments. The prices shall be valid for the purpose of change orders to the project.

3.2.5 Eliminated Items. Should any Bid item be eliminated in its entirety, payment will be made to the Contractor for its actual costs incurred in connection with the eliminated item prior to notification in writing from the Engineer so stating its elimination. If material conforming to the Plans and Specifications is ordered by the Contractor for use in the eliminated item prior to the date of notification of elimination by the Engineer, and if the order for that material cannot be canceled, payment will be made to the Contractor for the actual cost of the material. In this case, the material shall become the property of the Agency. Payment will be made to the Contractor for its actual costs for any further handling. If the material is returnable, the material shall be returned and payment will be made to the Contractor for the actual cost of charges made by the supplier for returning the material and for handling by the Contractor. Actual costs, as used herein, shall be computed on the basis of Extra Work per Section 3-3.

3-3 EXTRA WORK.

3-3.1 General. New or unforeseen work will be classified as “extra work” when the Engineer determines that it is not covered by Contract Unit Prices or stipulated unit prices.

3-3.2 Payment.

3-3.2.1 General. When the price for the extra work cannot be agreed upon, the Agency will pay for the extra work based on the accumulation of costs as provided herein.



3-3.2.2 Basis for Establishing Costs.

(a) **Labor.** The costs of labor will be the actual cost for wages of workers performing the extra work at the time the extra work is done, plus employer payments of payroll taxes, workers compensation insurance, liability insurance, health and welfare, pension, vacation, apprenticeship funds, and other direct costs, resulting from Federal, State, or local laws, as well as assessments or benefits required by lawful collective bargaining agreements.

The use of a labor classification which would increase the extra work cost will not be permitted unless the Contractor establishes the necessity for such additional costs. Labor costs for equipment operators and helpers shall be reported only when such costs are not included in the invoice for equipment rental. The labor cost for foremen shall be proportioned to all of their assigned work and only that applicable to extra work will be paid.

Nondirect labor costs, including superintendence, shall be considered part of the markup of Section 3-3.2.3 (a).

(b) **Materials.** The cost of materials reported shall be at invoice or lowest current price at which such materials are locally available and delivered to the job site in the quantities involved, plus sales tax, freight, and delivery.

The Agency reserves the right to approve materials and sources of supply, or to supply materials to the Contractor if necessary for the progress of the Work. No markup shall be applied to any material provided by the Agency.

(c) **Tool and Equipment Rental.** No payment will be made for the use of tools which have a replacement value of \$200 or less.

Regardless of ownership, the rates and right-of-way delay factors to be used in determining rental and delay costs shall be the edition of the, "Labor Surcharge and Equipment Rental Rates" published by CALTRANS, current at the time of the actual use of the tool or equipment. The right-of-way delay factors therein shall be used as multipliers of the rental rates for determining the value of costs for delay to the Contractor and subcontractors, if any. The labor surcharge rates published therein are not a part of this contract.

The rental rates paid shall include the cost of fuel, oil, lubrication, supplies, small tools, necessary attachments, repairs and maintenance of any kind, depreciation, storage, insurance, and all incidentals. Necessary loading and transportation costs for equipment used on the extra work shall be included.

If equipment is used intermittently and, when not in use, could be returned to its rental source at less expense to the Agency than holding it at the Work site, it shall be returned, unless the Contractor elects to keep it at the Work site, at no expense to the Agency.

All equipment shall be acceptable to the Engineer, in good working condition, and suitable for the purpose for which it is to be used. Manufacturer's ratings and approved modifications shall be used to classify equipment and it shall be powered by a unit of at least the minimum rating recommended by the manufacturer.



The reported rental time for equipment already at the Work site shall be the duration of its use on the extra work. This time begins when equipment is first put into actual operation on the extra work, plus the time required to move it from its previous site and back, or to a closer site.

(d) **Other Items.** The Agency may authorize other items which may be required on the extra work, including labor, services, material, and equipment. These items must be different in their nature from those required for the Work and be of a type not ordinarily available from the Contractor or Subcontractors.

Invoices covering all such items in detail shall be submitted with the request for payment.

(e) **Invoices.** Vendors' invoices for material, equipment rental and other expenditures shall be submitted with the request for payment. If the request for payment is not substantiated by invoices or other documentation, the Agency may establish the cost of the item involved at the lowest price which was current at the time of the report.

3-3.2.3 Markup.

(a) **Work by Contractor.** The following percentages shall be added to the Contractor's costs and shall constitute the markup for all overhead and profits:

- 1) Labor 20
- 2) Materials 15
- 3) Equipment Rental 15
- 4) Other Items and Expenditures 15

To the sum of the costs and markups provided for in this section, 1 percent shall be added as compensation for bonding.

(b) **Work by Subcontractor.** When all or any part of the extra work is performed by a Subcontractor, the markup established in Section 3-3.2.3(a) shall be applied to the Subcontractor's actual cost of such work. A markup of 10 percent on the first \$5,000 of the subcontracted portion of the extra work and a markup of 5 percent on work added in excess of \$5,000 of the subcontracted portion of the extra work may be added by the Contractor.

3-3.3 Daily Reports by Contractor. When the price for the extra work cannot be agreed upon, the Contractor shall submit a daily report to the Engineer on forms approved by the Agency. Included are applicable delivery tickets, listing all labor, materials, and equipment involved for that day, and other services and expenditures when authorized. Payment for extra work will not be made until such time that the Contractor submits completed daily reports and all supporting documents to the Engineer. Failure to submit the daily report by the close of the next working day may waive any rights for that day. An attempt shall be made to reconcile the report daily, and it shall be signed by the Engineer and the Contractor. In the event of disagreement, pertinent notes shall be entered by each party to explain points which cannot be resolved immediately. Each party shall retain a signed copy of the report. Reports by Subcontractors or others shall be submitted through the Contractor.

The report shall:

- 1. Show names of workers, classifications, and hours worked.



2. Describe and list quantities of materials used.
3. Show type of equipment, size, identification number, and hours of operation, including loading and transportation, if applicable.
4. Describe other services and expenditures in such detail as the Agency may require.

3-4 CHANGED CONDITIONS. The Contractor shall promptly notify the Engineer of the following Work site conditions (hereinafter called changed conditions), in writing, upon their discovery and before they are disturbed:

1. Subsurface or latent physical conditions differing materially from those represented in the Contract;
2. Unknown physical conditions of an unusual nature differing materially from those ordinarily encountered and generally recognized as inherent in work of the character being performed; and
3. Material differing from that represented in the Contract which the Contractor believes may be hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.

The Engineer will promptly investigate conditions which appear to be changed conditions. If the Engineer determines that conditions are changed conditions and they will materially affect performance time, the Contractor, upon submitting a written request, will be granted an extension of time subject to the provisions of 6-6.

If the Engineer determines that the conditions do not justify an adjustment in compensation, the Contractor will be notified in writing. This notice will also advise the Contractor of its obligation to notify the Engineer in writing if the Contractor disagrees.

The Contractor's failure to give notice of changed conditions promptly upon their discovery and before they are disturbed shall constitute a waiver of all claims in connection therewith.

The Contractor shall not be entitled to the payment of any additional compensation for any act, or failure to act, by the Engineer, including failure or refusal to issue a change order, or for the happening of any event, thing, occurrence, or other cause, unless the Contractor shall have first given the Engineer due written notice of potential claim as hereinafter specified. Compliance with this section shall not be required as a prerequisite to notice provisions in Section 6-7.3 Contract Time Accounting, nor to any claim that is based on differences in measurement or errors of computation as to contract quantities. The written notice of potential claim for changed conditions shall be submitted by the Contractor to the Engineer upon their discovery and prior to the time that the Contractor performs the work giving rise to the potential claim. The Contractor's failure to give written notice of potential claim for changed conditions to the agency upon their discovery and before they are disturbed shall constitute a waiver of all claims in connection therewith.

The Contractor shall provide the City with a written document containing a description of the particular circumstances giving rise to the potential claim, the reasons for which the Contractor believes additional compensation may be due and nature of any and all costs involved within 20 working days of the date of service of the written notice of potential claim for changed conditions. Verbal notifications are disallowed.



The potential claim shall include the following certification relative to the California False Claims Act, Government Code Sections 12650-12655.

"The undersigned certifies that the above statements are made in full cognizance of the California False Claims Act, Government Code Sections 12650-12655. The undersigned further understands and agrees that this potential claim, unless resolved, must be restated as a claim in response to the City's proposed final estimate in order for it to be further considered."

By: _____ Title: _____

Date: _____

Company Name: _____

The Contractor's estimate of costs may be updated when actual costs are known. The Contractor shall submit substantiation of its actual costs to the Engineer within 20 working days after the affected work is completed. Failure to do so shall be sufficient cause for denial of any claim subsequently filed on the basis of said notice of potential claim.

It is the intention of this section that differences between the parties arising under and by virtue of the contract be brought to the attention of the Engineer at the earliest possible time in order that such matters be settled, if possible, or other appropriate action promptly taken.

3-5 DISPUTED WORK. The Contractor shall give the agency written notice of potential claim prior to commencing any disputed work. Failure to give said notice shall constitute a waiver of all claims in connection therewith. If the contractor and the agency are unable to reach agreement on disputed work, the Agency may direct the contractor to proceed with the work.

Prior to proceeding with dispute resolution pursuant to Public Contract Code provisions specified hereinafter, the contractor shall attempt to resolve all disputes informally through the following dispute resolution chain of command:

1. Project Inspector
2. Construction Manager
3. Deputy City Engineer, Construction Management & Inspection
4. City Engineer
5. City Manager

The Contractor shall submit a complete report within 20 working days after completion of the disputed work stating its position on the claim, the contractual basis for the claim, along with all documentation supporting the costs and all other evidentiary materials. At each level of claim or appeal of claim the City will, within 10 working days of receipt of said claim or appeal of claim, review the Contractor's report and respond with a position, request additional information or request that the Contractor meet and present its report. When additional information or a meeting is requested the City will provide its position within 10 working days of receipt of said additional information or Contractor's presentation of its report. The Contractor may appeal each level's position up to the City Manager after which the Contractor may proceed under the provisions of the Public Contract Code.



The authority within the dispute resolution chain of command is limited to recommending a resolution to a claim to the City Manager. Actual approval of the claim is subject to the change order provisions in the contract.

All claims by the -Contractor shall be resolved in accordance with Public Contract Code section 9204, which is set forth below:

9204. (a) The Legislature finds and declares that it is in the best interests of the state and its citizens to ensure that all construction business performed on a public works project in the state that is complete and not in dispute is paid in full and in a timely manner.

(b) Notwithstanding any other law, including, but not limited to, Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2, Chapter 10 (commencing with Section 19100) of Part 2, and Article 1.5 (commencing with Section 20104) of Chapter 1 of Part 3, this section shall apply to any claim by a contractor in connection with a public works project.

(c) For purposes of this section:

(1) "Claim" means a separate demand by a contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following:

(A) A time extension, including, without limitation, for relief from damages or penalties for delay assessed by a public entity under a contract for a public works project.

(B) Payment by the public entity of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public works project and payment for which is not otherwise expressly provided or to which the claimant is not otherwise entitled.

(C) Payment of an amount that is disputed by the public entity.

(2) "Contractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who has entered into a direct contract with a public entity for a public works project.

(3) (A) "Public entity" means, without limitation, except as provided in subparagraph (B), a state agency, department, office, division, bureau, board, or commission, the California State University, the University of California, a city, including a charter city, county, including a charter county, city and county, including a charter city and county, district, special district, public authority, political subdivision, public corporation, or nonprofit transit corporation wholly owned by a public agency and formed to carry out the purposes of the public agency.

(B) "Public entity" shall not include the following:

(i) The Department of Water Resources as to any project under the jurisdiction of that department.

(ii) The Department of Transportation as to any project under the jurisdiction of that department.

(iii) The Department of Parks and Recreation as to any project under the jurisdiction of that department.

(iv) The Department of Corrections and Rehabilitation with respect to any project under its jurisdiction pursuant to Chapter 11 (commencing with Section 7000) of Title 7 of Part 3 of the Penal Code.

(v) The Military Department as to any project under the jurisdiction of that department.

(vi) The Department of General Services as to all other projects.

(vii) The High-Speed Rail Authority.

(4) "Public works project" means the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind.

(5) "Subcontractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who either is in direct contract with a contractor or is a lower tier subcontractor.



(d) (1) (A) Upon receipt of a claim pursuant to this section, the public entity to which the claim applies shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the claimant a written statement identifying what portion of the claim is disputed and what portion is undisputed. Upon receipt of a claim, a public entity and a contractor may, by mutual agreement, extend the time period provided in this subdivision.

(B) The claimant shall furnish reasonable documentation to support the claim.

(C) If the public entity needs approval from its governing body to provide the claimant a written statement identifying the disputed portion and the undisputed portion of the claim, and the 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 public entity shall have up to three days following the next duly publicly noticed meeting of the governing body after the 45-day period, or extension, expires to provide the claimant a written statement identifying the disputed portion and the undisputed portion.

(D) Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. If the public entity fails to issue a written statement, paragraph (3) shall apply.

(2) (A) If the claimant disputes the public entity's written response, or if the public entity fails to respond to a claim issued pursuant to this section within the time prescribed, the claimant may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the public entity shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(B) 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 public entity shall provide the claimant 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 public entity 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 public entity and the claimant sharing the associated costs equally. The public entity and claimant shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to applicable procedures outside this section.

(C) 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.

(D) Unless otherwise agreed to by the public entity and the contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.

(E) This section does not preclude a public entity from requiring arbitration of disputes under private arbitration or the Public Works Contract Arbitration Program, if mediation under this section does not resolve the parties' dispute.

(3) Failure by the public entity to respond to a claim from a contractor within the time periods described in this subdivision or to otherwise meet the time requirements of this section shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the public entity's failure to have responded to a claim, or its failure to otherwise meet the time requirements



of this section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility or qualifications of the claimant.

(4) Amounts not paid in a timely manner as required by this section shall bear interest at 7 percent per annum.

(5) If a subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against a public entity because privity of contract does not exist, the contractor may present to the public entity a claim on behalf of a subcontractor or lower tier subcontractor. A subcontractor may request in writing, either on his or her own behalf or on behalf of a lower tier subcontractor, that the contractor present a claim for work which was performed by the subcontractor or by a lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the claim be presented to the public entity shall furnish reasonable documentation to support the claim. Within 45 days of receipt of this written request, the contractor shall notify the subcontractor in writing as to whether the contractor presented the claim to the public entity and, if the original contractor did not present the claim, provide the subcontractor with a statement of the reasons for not having done so.

(e) The text of this section or a summary of it shall be set forth in the plans or specifications for any public works project that may give rise to a claim under this section.

(f) A waiver of the rights granted by this section is void and contrary to public policy, provided, however, that (1) upon receipt of a claim, the parties may mutually agree to waive, in writing, mediation and proceed directly to the commencement of a civil action or binding arbitration, as applicable; and (2) a public entity may prescribe reasonable change order, claim, and dispute resolution procedures and requirements in addition to the provisions of this section, so long as the contractual provisions do not conflict with or otherwise impair the timeframes and procedures set forth in this section.

(g) This section applies to contracts entered into on or after January 1, 2017.

(h) Nothing in this section shall impose liability upon a public entity that makes loans or grants available through a competitive application process, for the failure of an awardee to meet its contractual obligations.

(i) This section shall remain in effect only until January 1, 2020, and as of that date is repealed, unless a later enacted statute, that is enacted before January 1, 2020, deletes or extends that date.

In addition, all claims by Contractor for \$375,000 or less shall be resolved in accordance with the procedures in the Public Contract Code, Division 2, Part 3, Chapter 1, Article 1.5 (commencing with Section 20104) which is set forth below

ARTICLE 1.5 RESOLUTION OF CONSTRUCTION CLAIMS

20104. (a)(1) This article applies to all public works claims of three hundred seventy-five thousand dollars (\$375,000) or less which arise between a contractor and a local agency.

(2) This article shall not apply to any claims resulting from a contract between a contractor and a public agency when the public agency has elected to resolve any disputes pursuant to Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2.

(b)(1) "Public work" has the same meaning as in Sections 3100 and 3106 of the Civil Code, except that "public work" does not include any work or improvement contracted for by the state or the Regents of the University of California.



(2) "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 for a public work and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled to, or (C) an amount the payment of which is disputed by the local agency.

(c) The provisions of this article or a summary thereof shall be set forth in the plans or specifications for any work which may give rise to a claim under this article.

This article applies only to contracts entered into on or after January 1, 1991.

20104.2. For any claim subject to this article, the following requirements apply:

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

(b)(1) For claims of less than fifty thousand dollars (\$50,000), the local agency shall respond in writing to any written claim within 45 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the local agency may have against the claimant.

(2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.

(3) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 15 days after receipt of the further documentation or within a period of time no greater than that taken by the claimant in producing the additional information, whichever is greater.

(c)(1) For claims of over fifty thousand dollars (\$50,000) and less than or equal to three hundred seventy-five thousand dollars (\$375,000), the local agency shall respond in writing to all written claims within 60 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the local agency may have against the claimant.

If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.

The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 30 days after receipt of the further documentation, or within a period of time no greater than that taken by the claimant in producing the additional information or requested documentation, whichever is greater.

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

(e) Following the meet and confer conference, if the claim or any portion remains in dispute, the claimant may file a claim as provided in 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. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the claimant submits his or her written claim pursuant to subdivision (a) until the time that claim is denied as a result of the meet and confer process, including any period of time utilized by the meet and confer process.

This article does not apply to tort claims and nothing in this article is intended nor shall be construed to change the time periods for filing tort claims or actions specified by 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.

20104.4. The following procedures are established for all civil actions filed to resolve claims subject to this article:

(a) 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. 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 or by stipulation of both parties. If the parties fail to select a mediator within the 15-day period, any party may petition the court to appoint the mediator.

(b)(1) If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of that code. The Civil Discovery Act of 1986 (Article 3 (commencing with Section 2016) of Chapter 3 of Title 3 of Part 4 of the Code of Civil procedure) shall apply to any proceeding brought under the subdivision consistent with the rules pertaining to judicial arbitration.

(2) Notwithstanding any other provision of law, upon stipulation of the parties, arbitrators appointed for purposes of this article shall be experienced in construction law, and, upon stipulation of the parties, mediators and arbitrators shall be paid necessary and reasonable hourly rates of pay not to exceed their customary rate, and such fees and expenses shall be paid equally by the parties, except in the case of arbitration where the arbitrator, for good cause, determines a different division. In no event shall these fees or expenses be paid by state or county funds.

(3) In addition to Chapter 2.5 (commencing with Section 1141.10) Title 3 of Part 3 of the Code of Civil Procedure, any party who after receiving an arbitration award requests a trial de novo but does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, pay the attorney's fees of the other party arising out of the trial de novo.

The court may, upon request by any party, order any witnesses to participate in the mediation or arbitration process.

20104.6. (a) No local agency shall fail to pay money as to any portion of a claim which is undisputed except as otherwise provided in the contract.

(b) In any suit filed under Section 20104.4, the local agency shall pay interest at the legal rate on any arbitration award or judgment. The interest shall begin to accrue on the date the suit is filed in a court of law.

Although not to be construed as proceeding under extra work provisions, the Contractor shall keep and furnish records of disputed work in accordance with Section 3-3.



SECTION 4 – CONTROL OF MATERIALS

4-1 MATERIALS AND WORKMANSHIP.

4-1.1 General. All materials, parts, and equipment furnished by the Contractor in the Work shall be new, high grade, and free from defects. Quality of work shall be in accordance with the generally accepted standards. Material and work quality shall be subject to the Engineer's approval.

Materials and work quality not conforming to the requirements of the Specifications shall be considered defective and will be subject to rejection. Defective work or material, whether in place or not, shall be removed immediately from the site by the Contractor, at its expense, when so directed by the Engineer.

If the Contractor fails to replace any defective or damaged work or material after reasonable notice, the Engineer may cause such work or materials to be replaced. The replacement expense will be deducted from the amount to be paid to the Contractor.

Used or secondhand materials, parts, and equipment may be used only if permitted by the Specifications.

4-1.2 Protection of Work and Materials. The Contractor shall provide and maintain storage facilities and employ such measures as will preserve the specified quality and fitness of materials to be used in the Work. Stored materials shall be reasonably accessible for inspection. The Contractor shall also adequately protect new and existing work and all items of equipment for the duration of the Contract.

The Contractor shall not, without the Agency's consent, assign, sell, mortgage, hypothecate, or remove equipment or materials which have been installed or delivered and which may be necessary for the completion of the Contract.

4-1.3 Inspection Requirements.

4-1.3.1 General. Unless otherwise specified, inspection is required at the source for such typical materials and fabricated items as bituminous paving mixtures, structural concrete, metal fabrication, metal casting, welding, concrete pipe manufacture, protective coating application, and similar shop or plant operations.

Steel pipe in sizes less than 18 inches and vitrified clay and cast iron pipe in all sizes are acceptable upon certification as to compliance with the Specifications, subject to sampling and testing by the Agency. Standard items of equipment such as electric motors, conveyors, elevators, plumbing fixtures, etc., are subject to inspection at the job site only. Special items of equipment such as designed electrical panel boards, large pumps, sewage plant equipment, etc., are subject to inspection at the source, normally only for performance testing. The Specifications may require inspection at the source for other items not typical of those listed in this section.

The Contractor shall provide the Engineer free and safe access to any and all parts of work at any time. Such free and safe access shall include means of safe access and egress, ventilation, lighting, shoring, dewatering and all elements pertaining to the safety of persons as contained in



the State of California, California Code of Regulations, Title 8, Industrial Relations, Chapter 4, Division of Industrial Safety, Subchapter 4, Construction Safety Orders and such other safety regulations as may apply. Contractor shall furnish Engineer with such information as may be necessary to keep the Engineer fully informed regarding progress and manner of work and character of materials. Inspection or testing of the whole or any portion of the work or materials incorporated in the work shall not relieve Contractor from any obligation to fulfill this Contract.

4-1.3.2 Inspection of Materials Not Locally Produced. When the Contractor intends to purchase materials, fabricated products, or equipment from sources located more than 50 miles outside the geographical limits of the Agency, an inspector or accredited testing laboratory (approved by the Engineer), shall be engaged by the Contractor at its expense, to inspect the materials, equipment or process. This approval shall be obtained before producing any material or equipment. The inspector or representative of the testing laboratory shall judge the materials by the requirements of the Plans and Specifications. The Contractor shall forward reports required by the Engineer. No material or equipment shall be shipped nor shall any processing, fabrication or treatment of such materials be done without proper inspection by the approved agent. Approval by said agent shall not relieve the Contractor of responsibility for complying with the Contract requirements.

4-1.3.3 Inspection by the Agency. The Agency will provide all inspection and testing laboratory services within 50 miles of the geographical limits of the Agency. For private contracts, all costs of inspection at the source, including salaries and mileage costs, shall be paid by the permittee.

4-1.4 Test of Material. Before incorporation in the Work, the Contractor shall submit samples of materials, as the Engineer may require, at no cost to the Agency. The Contractor, at its expense, shall deliver the materials for testing to the place and at the time designated by the Engineer. Unless otherwise provided, all initial testing will be performed under the direction of the Engineer, and at no expense to the Contractor. If the Contractor is to provide and pay for testing, it will be stated in the Specifications. For private contracts, the testing expense shall be borne by the permittee.

The Contractor shall notify the Engineer in writing, at least 15 days in advance, of its intention to use materials for which tests are specified, to allow sufficient time to perform the tests. The notice shall name the proposed supplier and source of material.

If the notice of intent to use is sent before the materials are available for testing or inspection or is sent so far in advance that the materials on hand at the time will not last but will be replaced by a new lot prior to use on the Work, it will be the Contractor's responsibility to renotify the Engineer when samples which are representative may be obtained.

Except as specified in these Provisions, the Agency will bear the cost of testing of locally produced materials and/or on-site workmanship where the results of such tests meet or exceed the requirements indicated in the Standard Specifications, Technical Specification, and any Supplemental Provisions. The cost of all other tests shall be borne by the Contractor.

At the option of the Engineer, the source of supply of each of the materials shall be approved by the Engineer before the delivery is started. All materials proposed for use may be inspected or tested at any time during their preparation and use. If, after incorporating such materials into the Work, it is found that sources of supply that have been approved do not furnish a uniform product, or if the product from any source proves unacceptable at any time, the Contractor shall furnish approved material from other approved sources. If any product proves unacceptable after



improper storage, handling or for any other reason it shall be rejected, not incorporated into the work and shall be removed from the project site all at the Contractor's expense.

Compaction or any tests may be made by the Engineer and all costs for tests that meet or exceed the requirements of the specifications shall be borne by the Agency. Said tests may be made at any place along the work as deemed necessary by the Engineer. The costs of any retests made necessary by noncompliance with the specifications shall be borne by the Contractor.

If the Contractor chooses to dispute the Agency's test results, the Contractor shall conduct additional testing of their own, at no additional cost to the Agency. The additional testing shall be done by a third-party certified testing lab agreed upon by the Agency and the Contractor, and at project locations selected by the Agency. Testing and sampling shall be conducted in the presence of the Engineer or designee.

4-1.5 Certification. The Engineer may waive materials testing requirements of the Specifications and accept the manufacturer's written certification that the materials to be supplied meet those requirements. Material test data may be required as part of the certification.

4-1.6 Trade Names or Equals. The Contractor may supply any of the materials specified or offer an equivalent. The Engineer shall determine whether the material offered is equivalent to that specified. Adequate time shall be allowed for the Engineer to make this determination.

Whenever any particular material, process, or equipment is indicated by patent, proprietary or brand name, or by name of manufacturer, such wording is used for the purpose of facilitating its description and shall be deemed to be followed by the words **or equal**. A listing of materials is not intended to be comprehensive, or in order of preference. The Contractor may offer any material, process, or equipment considered to be equivalent to that indicated. The substantiation of offers shall be submitted as provided in the contract documents.

If the Contractor wishes to use any different products, materials or methods other than those specified in this contract, the Contractor shall submit those in a Request for Information (RFI) form for consideration by the City during the advertisement period only. If the Contractor wishes to use any different products, materials or methods after the contract has been awarded, the City has sole discretion whether to consider them. The Contractor shall, at its expense, furnish data concerning items offered by it as equivalent to those specified. The Contractor shall have the material tested as required by the Engineer to determine that the quality, strength, physical, chemical, or other characteristics, including durability, finish, efficiency, dimensions, service, and suitability are such that the item will fulfill its intended function.

Test methods shall be subject to the approval of the Engineer. Test results shall be reported promptly to the Engineer, who will evaluate the results and determine if the substitute item is equivalent. The Engineer's findings shall be final. Installation and use of a substitute item shall not be made until approved by the Engineer.

If a substitute offered by the Contractor is not found to be equal to the specified material, the Contractor shall furnish and install the specified material.

The specified Contract completion time shall not be affected by any circumstance developing from the provisions of this section.



The Contractor is responsible for the satisfactory performance of substituted items. If, in the sole opinion of the Engineer, the substitution is determined to be unsatisfactory in performance, appearance, durability, compatibility with associated items, availability of repair parts and suitability of application the Contractor shall remove the substituted item and replace it with the originally specified item at no cost to the Agency.

4-1.7 Weighing and Metering Equipment. All scales and metering equipment used for proportioning materials shall be inspected for accuracy and certified within the past 12 months by the State of California Bureau of Weights and Measures, by the County Director or Sealer of Weights and Measures, or by a scale mechanic registered with or licensed by the County.

The accuracy of the work of a scale service agency, except as stated herein, shall meet the standards of the California Business and Professions Code and the California Code of Regulations pertaining to weighing devices. A certificate of compliance shall be presented, prior to operation, to the Engineer for approval and shall be renewed whenever required by the Engineer at no cost to the Agency.

All scales shall be arranged so they may be read easily from the operator's platform or area. They shall indicate the true net weight without the application of any factor. The figures of the scales shall be clearly legible. Scales shall be accurate to within 1 percent when tested with the plant shut down. Weighing equipment shall be so insulated against vibration or moving of other operating equipment in the plant area that the error in weighing with the entire plant running will not exceed 2 percent for any setting nor 1.5 percent for any batch.

4-1.8 Calibration of Testing Equipment. Testing equipment, such as, but not limited to pressure gages, metering devices, hydraulic systems, force (load) measuring instruments, and strain-measuring devices shall be calibrated by a testing agency acceptable to the Engineer at intervals not to exceed 12 months and following repairs, modification, or relocation of the equipment. Calibration certificates shall be provided when requested by the Engineer.

4-1.9 Construction Materials Dispute Resolution (Soils, Rock Materials, Concrete, Mortar and Related Materials, Masonry Materials, Bituminous Materials, Rock Products, and Modified Asphalts). In the interest of safety and public value, whenever credible evidence arises to contradict the test values of materials, the Agency and the Contractor will initiate an immediate and cooperative investigation. Test values of materials are results of the materials' tests, as defined by these Specifications or by the special provisions, required to accept the Work. Credible evidence is process observations or test values gathered using industry accepted practices. A contradiction exists whenever test values or process observations of the same or similar materials are diverse enough such that the work acceptance or performance becomes suspect. The investigation shall allow access to all test results, procedures, and facilities relevant to the disputed work and consider all available information and, when necessary, gather new and additional information in an attempt to determine the validity, the cause, and if necessary, the remedy to the contradiction. If the cooperative investigation reaches any resolution mechanism acceptable to both the Agency and the Contractor, the contradiction shall be considered resolved and the cooperative investigation concluded. Whenever the cooperative investigation is unable to reach resolution, the investigation may then either conclude without resolution or continue by written notification of one party to the other requesting the implementation of a resolution process by committee. The continuance of the investigation shall be contingent upon recipient's agreement and acknowledged in writing within 3 calendar days after receiving a request. Without acknowledgement, the investigation shall conclude without resolution. The committee shall consist of three State of California Registered Civil Engineers. Within 7 calendar days after the



written request notification, the Agency and the Contractor will each select one engineer. Within 14 calendar days of the written request notification, the two selected engineers will select a third engineer. The goal in selection of the third member is to complement the professional experience of the first two engineers. Should the two engineers fail to select the third engineer, the Agency and the Contractor shall each propose 2 engineers to be the third member within 21 calendar days after the written request notification. The first two engineers previously selected shall then select one of the four proposed engineers in a blind draw. The committee shall be a continuance of the cooperative investigation and will re-consider all available information and if necessary gather new and additional information to determine the validity, the cause, and if necessary, the remedy to the contradiction. The committee will focus upon the performance adequacy of the material(s) using standard engineering principles and practices and to ensure public value, the committee may provide engineering recommendations as necessary. Unless otherwise agreed, the committee will have 30 calendar days from its formation to complete their review and submit their findings. The final resolution of the committee shall be by majority opinion, in writing, stamped and signed. Should the final resolution not be unanimous, the dissenter may attach a written, stamped, and signed minority opinion. Once started, the resolution process by committee shall continue to full conclusion unless:

1. Within 7 days of the formation of the committee, the Agency and the Contractor reach an acceptable resolution mechanism; or
2. Within 14 days of the formation of the committee, the initiating party withdraws its written notification and agrees to bear all investigative related costs thus far incurred; or
3. At any point by the mutual agreement of the Agency and the Contractor. Unless otherwise agreed, the Contractor shall bear and maintain a record for all the investigative costs until resolution. Should the investigation discover assignable causes for the contradiction, the assignable party, the Agency or the Contractor, shall bear all costs associated with the investigation. Should assignable causes for the contradiction extended to both parties, the investigation will assign costs cooperatively with each party or when necessary, equally. Should the investigation substantiate a contradiction without assignable cause, the investigation will assign costs cooperatively with each party or when necessary, equally. Should the investigation be unable to substantiate a contradiction, the initiator of the investigation shall bear all investigative costs. All claim notification requirements of the contract pertaining to the contradiction shall be suspended until the investigation is concluded.

4-2 MATERIALS TRANSPORTATION, HANDLING AND STORAGE. The Contractor shall order, purchase, transport, coordinate delivery, accept delivery, confirm the quantity and quality received, prepare storage area(s), store, handle, protect, move, relocate, remove and dispose excess of all materials used to accomplish the Work. Materials shall be delivered to the site of the work only during working hours, as defined in Section 6-7.2, and shall be accompanied by bills of lading that shall clearly state for each delivery: the name of the Contractor as consignee, the project name and number, address of delivery and name of consignor and a description of the material(s) shipped. Prior to storage of any materials which have been shipped to or by the Contractor to any location within the Agency's boundaries the Contractor shall provide the Engineer a copy of lease agreements for each property where such materials are stored. The lease agreement shall clearly state the term of the lease, the description of materials allowed to be stored and shall provide for the removal of the materials and restoration of the storage site within the time allowed for the Work. All such storage shall conform to all laws and ordinances that may pertain to the materials stored and to preparation of the storage site and the location of the site on which the materials are stored. Loss, damage or deterioration of all stored materials



shall be the Contractor's responsibility. Conformance to the requirements of this section, both within and outside the limits of work are a part of the Work. The Engineer shall have the right to verify the suitability of materials and their proper storage at any time during the Work.



SECTION 5 – UTILITIES

5-1 LOCATION. The Agency and affected utility companies have, by a search of known records, endeavored to locate and indicate on the Plans, all utilities which exist within the limits of the work. However, the accuracy and/or completeness of the nature, size and/or location of utilities indicated on the Plans is not guaranteed.

Where underground main distribution conduits such as water, gas, sewer, electric power, telephone, or cable television are shown on the Plans, the Contractor shall assume that every property parcel will be served by a service connection for each type of utility.

As provided in Section 4216 of the California Government Code, at least 2 working days prior to commencing any excavation, the Contractor shall contact the regional notification center (Underground Service Alert of Southern California) and obtain an inquiry identification number.

The California Department of Transportation is not required by Section 4216 to become a member of the regional notification center. The Contractor shall contact it for location of its subsurface installations.

The Contractor shall determine the location and depth of all utilities, including service connections, which have been marked by the respective owners and which may affect or be affected by its operations. If no pay item is provided in the Contract for this work, full compensation for such work shall be considered as included in the prices bid for other items of work.

5-2 PROTECTION. The Contractor shall not interrupt the service function or disturb the support of any utility without authority from the owner or order from the Agency. All valves, switches, vaults, and meters shall be maintained readily accessible for emergency shutoff.

Where protection is required to ensure support of utilities located as shown on the Plans or in accordance with Section 5-1, the Contractor shall, unless otherwise provided, furnish and place the necessary protection at its expense.

Upon learning of the existence and location of any utility omitted from or shown incorrectly on the Plans, the Contractor shall immediately notify the Engineer in writing. When authorized by the Engineer, support or protection of the utility will be paid for as provided in Section 3-2.2.3 or 3-3.

The Contractor shall immediately notify the Engineer and the utility owner if any utility is disturbed or damaged. The Contractor shall bear the costs of repair or replacement of any utility damaged if located as noted in Section 5-1.

When placing concrete around or contiguous to any non-metallic utility installation, the Contractor shall at its expense:

1. Furnish and install a 2 inch cushion of expansion joint material or other similar resilient material; or
2. Provide a sleeve or other opening which will result in a 2 inch minimum-clear annular space between the concrete and the utility; or
3. Provide other acceptable means to prevent embedment in or bonding to the concrete.



Where concrete is used for backfill or for structures which would result in embedment, or partial embedment, of a metallic utility installation; or where the coating, bedding or other cathodic protection system is exposed or damaged by the Contractor's operations, the Contractor shall notify the Engineer and arrange to secure the advice of the affected utility owner regarding the procedures required to maintain or restore the integrity of the system.

5-3 REMOVAL. Unless otherwise specified, the Contractor shall remove all interfering portions of utilities shown on the Plans or indicated in the Bid documents as "abandoned" or "to be abandoned in place". Before starting removal operations, the Contractor shall ascertain from the Agency whether the abandonment is complete, and the costs involved in the removal and disposal shall be included in the Bid for the items of work necessitating such removals.

5-4 RELOCATION. When feasible, the owners responsible for utilities within the area affected by the Work will complete their necessary installations, relocations, repairs, or replacements before commencement of work by the Contractor. When the Plans or Specifications indicate that a utility installation is to be relocated, altered, or constructed by others, the Agency will conduct all negotiations with the owners and work will be done at no cost to the Contractor, except for manhole frame and cover sets to be brought to grade as provided in the Standard Specifications for Public Works Construction, Section 301-1.6, 2012 Edition, and the supplements thereto. Utilities which are relocated in order to avoid interference shall be protected in their position and the cost of such protection shall be included in the Bid for the items of work necessitating such relocation.

After award of the Contract, portions of utilities which are found to interfere with the Work will be relocated, altered or reconstructed by the owners, or the Engineer may order changes in the Work to avoid interference. Such changes will be paid for in accordance with Section 3-2.

When the Plans or Specifications provide for the Contractor to alter, relocate, or reconstruct a utility, all costs for such work shall be included in the Bid for the items of work necessitating such work. Temporary or permanent relocation or alteration of utilities requested by the Contractor for its convenience shall be its responsibility and it shall make all arrangements and bear all costs.

The utility owner will relocate service connections as necessary within the limits of the Work or within temporary construction or slope easements. When directed by the Engineer, the Contractor shall arrange for the relocation of service connections as necessary between the meter and property line, or between a meter and the limits of temporary construction or slope easements. The relocation of such service connections will be paid for in accordance with provisions of Section 3-3. Payment will include the restoration of all existing improvements which may be affected thereby. The Contractor may agree with the owner of any utility to disconnect and reconnect interfering service connections. The Agency will not be involved in any such agreement.

In conformance with Section 5-6 the Contractor shall coordinate the work with utility agencies and companies. Prior to the installation of any and all utility structures within the limits of work by any utility agency or company, or its contractor, the Contractor shall place all curb or curb and gutter that is a part of the work and adjacent to the location where such utility structures are shown on the plans and are noted as being located, relocated or are otherwise shown as installed by others. In order to minimize delays to the Contractor caused by the failure of other parties to relocate utilities that interfere with the construction, the Contractor, upon the Engineer's approval, may be permitted to temporarily omit the portion of work affected by the utility. If such temporary omission is approved by the Engineer the Contractor shall place survey or other physical control markers sufficient to locate the curb or curb and gutter to the satisfaction of the utility agency or company.



Such temporary omission shall be for the Contractor's convenience and no additional compensation will be allowed therefore or for additional work, materials or delay associated with the temporary omission. The portion thus omitted shall be constructed by the Contractor immediately following the relocation of the utility involved unless otherwise directed by the Engineer.

5-5 DELAYS. The Contractor shall notify the Engineer of its construction schedule insofar as it affects the protection, removal, or relocation of utilities. Said notification shall be included as a part of the construction schedule required in Section 6-1. The Contractor shall notify the Engineer in writing of any subsequent changes in the construction schedule which will affect the time available for protection, removal, or relocation of utilities.

The Contractor will not be entitled to damages or additional payment for delays attributable to utility relocations or alterations if correctly located, noted, and completed in accordance with Section 5-1.

The Contractor may be given an extension of time for unforeseen delays attributable to unreasonably protracted interference by utilities in performing work correctly shown on the Plans.

The Agency will assume responsibility for the timely removal, relocation, or protection of existing main or trunkline utility facilities within the area affected by the Work if such utilities are not identified in the Contract Documents. The Contractor will not be assessed liquidated damages for any delay caused by failure of Agency to provide for the timely removal, relocation, or protection of such existing facilities.

If the Contractor sustains loss due to delays attributable to interferences, relocations, or alterations not covered by Section 5-1, which could not have been avoided by the judicious handling of forces, equipment, or plant, there shall be paid to the Contractor such amount as the Engineer may find to be fair and reasonable compensation for such part of the Contractor's actual loss as was unavoidable and the Contractor may be granted an extension of time.

5-6 COOPERATION. When necessary, the Contractor shall so conduct its operations as to permit access to the Work site and provide time for utility work to be accomplished during the progress of the Work.



SECTION 6 – PROSECUTION, PROGRESS AND ACCEPTANCE OF THE WORK

6-1 CONSTRUCTION SCHEDULE AND COMMENCEMENT OF WORK. Except as otherwise provided herein and unless otherwise prohibited by permits from other agencies as may be required by law the Contractor shall begin work within seven (7) calendar days after receipt of the "Notice to Proceed".

6-1.1 Preconstruction Meeting. After, or upon, notification of contract award, the Engineer will set the time and location for the Preconstruction Meeting. Attendance of the Contractor's management personnel responsible for the management, administration, and execution of the project is mandatory for the meeting to be convened. Failure of the Contractor to have the Contractor's responsible project personnel attend the Preconstruction Meeting will be grounds for default by Contractor per Section 6-4. No separate payment will be made for the Contractor's attendance at the meeting. The notice to proceed will only be issued on or after the completion of the Preconstruction Meeting.

A technical representative for the Warm Mix Asphalt (WMA) additive technology must attend the Preconstruction Meeting.

6-1.1.1 Baseline Construction Schedule Submittal. The Contractor shall submit the Baseline Construction Schedule per the submittal requirements of Section 2-5.3. The submittal of the Baseline Construction Schedule shall include each item and element of Sections 6-1.2 through 6-1.2.9 and shall be on hard (paper) copy and electronic media conforming to Section 6-1.3.3 Electronic Media.

6-1.2 Preparation and Review of the Baseline Construction Schedule. The Contractor shall prepare the Baseline Construction Schedule as a Critical Path Method (CPM) Schedule in the precedence diagram method (activity-on-node) format. The Baseline Construction Schedule shall depict a workable plan showing the sequence, duration, and interdependence of all activities required to represent the complete performance of all project work as well as periods where work is precluded. The Baseline Construction Schedule shall begin with the projected date of issuance of the notice to proceed and conclude with the date of final completion per the contract duration. The Baseline Construction Schedule shall include detail of all project phasing, staging, and sequencing, including all milestones necessary to define beginning and ending of each phase or stage.

6-1.2.1 Time-Scaled Network Diagram. As a part of the Baseline Construction Schedule the Contractor shall prepare and submit to the Engineer a complete time-scaled network diagram showing all of the activities, logic relationships, and milestones comprising the schedule.

6-1.2.2 Tabular Listing. As a part of the Baseline Construction Schedule the Contractor shall prepare and submit to the Engineer a tabular listing of all of the activities, showing for each activity the identification number, the description, the duration, the early start, the early finish, the late start, the late finish, the total float, and all predecessor and successor activities for the activity described.

6-1.2.3 Bar Chart. As a part of the Baseline Construction Schedule the Contractor shall prepare and submit to the Engineer a chart showing individual tasks and their durations arranged with the



tasks on the vertical axis and duration on the horizontal axis. The bar chart shall use differing texture patterns or distinctive line types to show the critical path.

6-1.2.5 Schedule Activities. Except for submittal activities, activity durations shall not be shorter than 1 working day nor longer than 15 working days, unless specifically and individually allowed by the Engineer. The Baseline Construction Schedule shall include between 100 and 500 activities, including submittals, interfaces between utility companies and other agencies, project milestones and equipment and material deliveries. The number of activities will be sufficient, in the judgment of the Engineer, to communicate the Contractor's plan for project execution, to accurately describe the project work, and to allow monitoring and evaluation of progress and of time impacts. Each activity's description shall accurately define the work planned for the activity and each activity shall have recognizable beginning and end points.

6-1.2.6 Float. Float or slack time within the schedule is available without charge or compensation to whatever party or contingency first exhausts it.

6-1.2.7 Restraints to Activities. Any submittals, utility interfaces, or any furnishing of Agency supplied materials, equipment, or services, which may impact any activity's construction shall be shown as a restraint to those activities. Time periods to accommodate the review and correction of submittals shall be included in the schedule.

6-1.2.8 Late Completion. A Baseline Construction Schedule showing a project duration longer than the specified contract duration will not be acceptable and will be grounds for determination of default by Contractor, per Section 6-4.

6-1.2.9 Early Completion. The Baseline Construction Schedule will show the Contractor's plan to support and maintain the project for the entire contractual time span of the project. Should the Contractor propose a project duration shorter than contract duration, a complete Baseline Construction Schedule must be submitted, reflecting the shorter duration, in complete accordance with all schedule requirements of Section 6-1. The Engineer may choose to accept the Contractor's proposal of a project duration shorter than the duration specified; provided the Agency is satisfied the shortened Baseline Construction Schedule is reasonable and the Agency and all other entities, public and private, which interface with the project are able to support the provisions of the shortened Baseline Construction Schedule. The Agency's acceptance of a shortened duration project will be confirmed through the execution of a contract change order revising the project duration and implementing all contractual requirements including liquidated damages in accordance with the revised duration.

6-1.2.10 Engineer's Review. The Construction Schedule is subject to the review of the Engineer. The Engineer's determination that the Baseline Construction Schedule proposed by the Contractor complies with the requirements of these supplemental provisions shall be a condition precedent to issuance of the Notice to Proceed by the Engineer. If the Engineer determines that the Construction Schedule does not meet the requirements of these specifications the Contractor shall correct the Construction Schedule to meet these specifications and resubmit it to the Engineer. Failure of the Contractor to obtain the Engineer's determination that the initial Construction Schedule proposed by the Contractor complies with the requirements of these supplemental provisions within thirty (30) working days after the date of the Preconstruction Meeting shall be grounds for termination of the contract per Section 6-4. Days used by the Engineer to review the initial Construction Schedule will not be included in the 30 working days.



The Engineer will review and return to the Contractor, with any comments, the Baseline Construction Schedule within 15 working days of submittal. The Baseline Construction Schedule will be returned marked as per Sections 6-1.2.10.1 through 6-1.2.10.3.

6-1.2.10.1 “Accepted.” The Contractor may proceed with the project work upon issuance of the Notice to Proceed, and will receive payment for the schedule in accordance with Section 6-1.8.1.

6-1.2.10.2 “Accepted with Comments.” The Contractor may proceed with the project work upon issuance of the Notice to Proceed. The Contractor must resubmit the schedule incorporating the comments prior to receipt of payment per Section 6-1.8.1.

6-1.2.10.3 “Not Accepted.” The Contractor must resubmit the schedule incorporating the corrections and changes of the comments prior to receipt of payment per Section 6-1.8.1. The Notice to Proceed will not be issued by the Engineer if the changes of the comments are not submitted as required hereinbefore and marked “Accepted” or “Accepted with Comments” by the Engineer. The Contractor, at the sole option of the Engineer, may be considered as having defaulted the contract under the provisions of Section 6-4 DEFAULT BY CONTRACTOR if the changes of the comments are not submitted as required hereinbefore and marked “Accepted” by the Engineer.

6-1.3 Preparation of Schedule Updates and Revisions. The Contractor shall meet with the Engineer during the last week of each month to agree upon each activity’s schedule status and shall submit monthly updates of the Baseline Construction Schedule confirming the agreements no later than the fifth working day of the following month. The monthly update will be submitted on hard (paper) copy and electronic media conforming to Section 6-1.3.3 Electronic Media per the submittal requirements of Section 2-5.3 and will include each item and element of Sections 6-1.2 through 6-1.2.9 and 6-1.3.1 through 6-1.3.7.

6-1.3.1 Actual Activity Dates. The actual dates each activity was started and/or completed during the month. After first reporting an actual date, the Contractor shall not change that actual date in later updates without specific notification to the Engineer with the update.

6-1.3.2 Activity Percent Complete. For each activity underway at the end of the month, the Contractor shall report the percentage determined by the Engineer as complete for the activity.

6-1.3.3 Electronic Media. The schedule data disk shall be a CD-ROM, labeled with the project name and number, the Contractor’s name and the date of preparation of the schedule data disk. The schedule data disk shall be readable by the software specified in Section 6-1.2.4 “Schedule Software” and shall be free of file locking, encryption or any other protocol that would impede full access of all data stored on it.

6-1.3.4 List of Changes. A list of all changes made to the activities or to the interconnecting logic, with an explanation for each change.

6-1.3.5 Change Orders. Each monthly update will include the addition of the network revisions reflecting the change orders approved in the previous month. The network revisions will be as agreed upon during the review and acceptance of the Contractor’s change orders.

6-1.3.6 Bar Chart. Each monthly update will include a chart showing individual tasks and their durations arranged with the tasks on the vertical axis and duration on the horizontal axis. The bar chart shall use differing texture patterns or distinctive line types to show the critical path.



6-1.4 Engineer's Review of Updated Construction Schedule. The Engineer will review and return the Updated Construction Schedule to the Contractor, with any comments, within 5 working days of submittal. The Updated Construction Schedule will be returned marked as per Sections 6-1.4.1 through 6-1.4.3. Any Updated Construction Schedule marked "Accepted with Comments" or "Not Accepted" by the Engineer will be returned to the Contractor for correction. Upon resubmittal the Engineer will review and return the resubmitted Updated Construction Schedule to the Contractor, with any comments, within 5 working days. Failure of the Contractor to submit a monthly updated construction schedule will invoke the same consequences as the Engineer returning a monthly updated construction schedule marked "Not Accepted".

6-1.4.1 "Accepted." The Contractor may proceed with the project work and will receive payment for the schedule in accordance with Section 6-1.8.2.

6-1.4.2 "Accepted with Comments." The Contractor may proceed with the project work. The Contractor must resubmit the Updated Construction Schedule to the Engineer incorporating the corrections and changes noted in the Engineer's comments prior to receipt of payment per Section 6-1.8.2.

6-1.4.3 "Not Accepted." The Contractor must resubmit the Updated Construction Schedule to the Engineer incorporating the corrections and changes noted in the Engineer's comments prior to receipt of payment per Section 6-1.8.2. The Contractor, at the sole option of the Engineer, may be considered as having defaulted the contract under the provisions of Section 6-4 DEFAULT BY CONTRACTOR if the changes of the comments are not submitted and marked "Accepted" by the Engineer before the last day of the month in which the Updated Construction Schedule is due. If the Contractor fails to submit the corrected Updated Construction Schedule as required herein the Contractor may elect to proceed with the project at its own risk. Should the Contractor elect not to proceed with the project, any resulting delay, impact, or disruption to the project will be the Contractor's responsibility.

6-1.5 Late Completion or Milestone Dates. Should the Schedule Update indicate a completion or contractually required milestone date later than the properly adjusted contract or milestone duration, the Agency may withhold Liquidated Damages for the number of days late. Should a subsequent "Accepted" Schedule Update remove all or a portion of the delay, all or the allocated portion of the previously held Liquidated Damages shall be released in the monthly payment to the Contractor immediately following the "Accepted" schedule.

6-1.6 Interim Revisions. Should the actual or projected progress of the work become substantially different from that depicted in the Project Schedule, independently of and prior to the next monthly update, the Contractor will submit a revised Baseline Construction Schedule, with a list and explanation of each change made to the schedule. The Revised Construction Schedule will be submitted per the submittal requirements of Section 2-5.3 and per the schedule review and acceptance requirements of Section 6-1, including but not limited to the acceptance and payment provisions. As used in this section "substantially different" means a time variance greater than 5 percent of the number of days of duration for the project.

6-1.7 Final Schedule Update. The Contractor shall prepare and submit a final schedule update when one hundred percent of the construction work is completed. The Contractor's Final Schedule Update must accurately represent the actual dates for all activities. The final schedule update shall be prepared and reviewed per Sections 6-1.3 Preparation of Schedule Updates and Revisions and 6-1. 4 Engineer's Review of Updated Construction Schedule. Acceptance of the



final schedule update is required for completion of the project and release of any and all funds retained per Section 9-3.2.

6-1.8 Measurement and Payment of Construction Schedule. The Contractor's preparation, revision and maintenance of the Construction Schedule are incidental to the work and no separate payment will be made therefore.

6-2 PROSECUTION OF WORK. To minimize public inconvenience and possible hazard and to restore street and other work areas to their original condition and state of usefulness as soon as practicable, the Contractor shall diligently prosecute the Work to completion. If the Engineer determines that the Contractor is failing to prosecute the Work to the proper extent, the Contractor shall, upon orders from the Engineer, immediately take steps to remedy the situation. All costs of prosecuting the Work as described herein shall be included in the Contractor's Bid. Should the Contractor fail to take the necessary steps to fully accomplish said purposes, after orders of the Engineer, the Engineer may suspend the work in whole or part, until the Contractor takes said steps.

As soon as possible under the provisions of the Specifications, the Contractor shall backfill all excavations and restore to usefulness all improvements existing prior to the start of the Work.

If Work is suspended through no fault of the Agency, all expenses and losses incurred by the Contractor during such suspensions shall be borne by the Contractor. If the Contractor fails to properly provide for public safety, traffic, and protection of the Work during periods of suspension, the Agency may elect to do so, and deduct the cost thereof from monies due the Contractor. Such actions will not relieve the Contractor from liability.

6-2.1 Order of Work. The work to be done shall consist of furnishing all labor, equipment and materials, and performing all operations necessary to complete the Project Work as shown on the Project Plans and as specified in the Specifications.

6-2.3 Project Meetings. The Engineer will establish the time and location of Project Meetings whenever necessary. The Contractor's Representative shall attend each Project Meeting. The Project Representative shall be the individual determined under Section 7-6, "The Contractor's Representative". No separate payment for attendance of the Contractor, the Contractor's Representative or any other employee or subcontractor or subcontractor's employee at these meetings will be made.

6-3 SUSPENSION OF WORK.

6-3.1 General. The Work may be suspended in whole or in part when determined by the Engineer that the suspension is necessary in the interest of the Agency. The Contractor shall comply immediately with any written order of the Engineer. Such suspension shall be without liability to the Contractor on the part of the Agency except as otherwise specified in Section 6-6.3.

6-3.2 Archaeological and Paleontological Discoveries. If discovery is made of items of archaeological or paleontological interest, the Contractor shall immediately cease excavation in the area of discovery and shall not continue until ordered by the Engineer. When resumed, excavation operations within the area of discovery shall be as directed by the Engineer.

Discoveries which may be encountered may include, but not be limited to, dwelling sites, stone implements or other artifacts, animal bones, human bones, and fossils.



The Contractor shall be entitled to an extension of time and compensation in accordance with the provisions of Section 6-6.

6-4 DEFAULT BY CONTRACTOR. If the Contractor fails to begin delivery of material and equipment, to commence the Work within the time specified, to maintain the rate of delivery of material, to execute the Work in the manner and at such locations as specified, or fails to maintain the Work schedule which will insure the Agency's interest, or, if the Contractor is not carrying out the intent of the Contract, the Agency may serve written notice upon the Contractor and the Surety on its Faithful Performance Bond demanding satisfactory compliance with the Contract.

The Contract may be canceled by the Board without liability for damage, when in the Board's opinion the Contractor is not complying in good faith, has become insolvent, or has assigned or subcontracted any part of the Work without the Board's consent. In the event of such cancellation, the Contractor will be paid the actual amount due based on Contract Unit Prices or lump sums bid and the quantity of the Work completed at the time of cancellation, less damages caused to the Agency by acts of the Contractor. The Contractor, in having tendered a Bid, shall be deemed to have waived any and all claims for damages because of cancellation of Contract for any such reason. If the Agency declares the Contract canceled for any of the above reasons, written notice to that effect shall be served upon the Surety. The Surety shall, within five (5) days, assume control and perform the Work as successor to the Contractor.

If the Surety assumes any part of the Work, it shall take the Contractor's place in all respects for that part and shall be paid by the Agency for all work performed by it in accordance with the Contract. If the Surety assumes the entire Contract, all money due the Contractor at the time of its default shall be payable to the Surety as the Work progresses, subject to the terms of the Contract.

If the Surety does not assume control and perform the Work within 5 days after receiving notice of cancellation, or fails to continue to comply, the Agency may exclude the Surety from the premises. The Agency may then take possession of all material and equipment and complete the Work by Agency forces, by letting the unfinished Work to another Contractor, or by a combination of such methods. In any event, the cost of completing the Work shall be charged against the Contractor and its Surety and may be deducted from any money due or becoming due from the Agency. If the sums due under the Contract are insufficient for completion, the Contractor or Surety shall pay to the Agency within 5 days after the completion, all costs in excess of the sums due.

The provisions of this section shall be in addition to all other rights and remedies available to the Agency under law.

6-5 TERMINATION OF CONTRACT. The Board may terminate the Contract at its own discretion or when conditions encountered during the Work make it impossible or impracticable to proceed, or when the Agency is prevented from proceeding with the Contract by act of God, by law, or by official action of a public authority.

6-6 DELAYS AND EXTENSIONS OF TIME.

6-6.1 General. If delays are caused by unforeseen events beyond the control of the Contractor, such delays will entitle the Contractor to an extension of time as provided herein, but the



Contractor will not be entitled to damages or additional payment due to such delays, except as provided in 6-6.3. Such unforeseen events may include: war, government regulations, labor disputes, strikes, fires, floods, adverse weather or elements necessitating cessation of work, inability to obtain materials, labor or equipment, required extra work, or other specific events as may be further described in the Specifications.

No extension of time will be granted for a delay caused by the Contractor's inability to obtain materials unless the Contractor furnishes to the Engineer documentary proof. The proof must be provided in a timely manner in accordance with the sequence of the Contractor's operations and the approved construction schedule.

If delays beyond the Contractor's control are caused by events other than those mentioned above, the Engineer may deem an extension of time to be in the best interests of the Agency. The Contractor will not be entitled to damages or additional payment due to such delays, except as provided in Section 6-6.3.

If delays beyond the Contractor's control are caused solely by action or inaction by the Agency, such delays will entitle the Contractor to an extension of time as provided in Section 6-6.2.

6-6.2 Extensions of Time. Extensions of time, when granted, will be based upon the effect of delays to the Work. They will not be granted for noncontrolling delays to minor portions of the Work unless it can be shown that such delays did or will delay the progress of the Work.

6-6.3 Payment for Delays to Contractor. The Contractor will be compensated for damages incurred due to delays for which the Agency is responsible. Such actual costs will be determined by the Engineer. The Agency will not be liable for damages which the Contractor could have avoided by any reasonable means, such as judicious handling of forces, equipment, or plant. The determination of what damages the Contractor could have avoided will be made by the Engineer.

6-6.4 Written Notice and Report. The Contractor shall provide written notice to the Engineer within two hours of the beginning of any period that the Contractor has placed any workers or equipment on standby for any reason that the Contractor has determined to be caused by the Agency or by any organization that the Agency may otherwise be obligated by. The Contractor shall provide continuing daily written notice to the Engineer, each working day, throughout the duration of such period of delay. The initial and continuing written notices shall include the classification of each workman and supervisor and the make and model of each piece of equipment placed on standby, the cumulative duration of the standby, the Contractor's opinion of the cause of the delay and a cogent explanation of why the Contractor could not avoid the delay by reasonable means. Should the Contractor fail to provide the notice(s) required by this section the Contractor agrees that no delay has occurred and that it will not submit any claim(s) therefore.

6-7 TIME OF COMPLETION.

6-7.1 General. The Contractor shall complete the Work within the time set forth in the Contract. The Contractor shall complete each portion of the Work within such time as set forth in the Contract for such portion. The time of completion of the Contract shall be expressed working days. The Contractor shall diligently prosecute the work to completion within **seventy (70)** working days after the starting date specified in the Notice to Proceed.



6-7.2 Working Day. A working day is any day within the period between the start of the Contract time as defined in Section 6-1 and the date provided for completion, or upon field acceptance by the Engineer for all work provided for in the Contract, whichever occurs first, other than:

1. Saturday,
2. Sunday,
3. any day designated as a holiday by the Agency,
4. any other day designated as a holiday in a Master Labor Agreement entered into by the Contractor or on behalf of the Contractor as an eligible member of a contractor association,
5. any day the Contractor is prevented from working at the beginning of the workday for cause as defined in Section 6-6.1,
6. any day the Contractor is prevented from working during the first 5 hours with at least 60 percent of the normal work force for cause as defined in Section 6-6.1.

Unless superseded by the above paragraph or the approved Traffic Control Plan, the normal hours of work shall be between the hours of 8:30 a.m. and 3:30 p.m. on Mondays through Friday, excluding Agency holidays. The Contractor shall obtain the written approval of the Engineer if the Contractor desires to work outside said hours, night work, or at any time during weekends and/or holidays. This written permission must be obtained at least 48 hours prior to such work. The Engineer may approve work outside the hours and/or days stated herein when, in his/her sole opinion, such work conducted by the Contractor is beneficial to the best interests of the Agency. The Contractor shall pay the inspection costs of such work. The Contractor shall submit a schedule including a daily work plan to the Engineer reflecting the specified working hours and approved traffic control plan.

The Contractor shall incorporate the dates, areas and types of work prohibited in this section in the Construction Schedule required by Section 6.1. No additional payment, adjustment of bid prices or adjustment of contract time of completion will be allowed as a consequence of the prohibition of work being performed within the dates, areas and/or types of work prohibited in this section.

6-7.3 Contract Time Accounting. The Engineer will make a daily determination of each working day to be charged against the Contract time. These determinations will be discussed and the Contractor will be furnished a periodic statement showing allowable number of working days of Contract time, as adjusted, at the beginning of the reporting period. The statement will also indicate the number of working days charged during the reporting period and the number of working days of Contract time remaining. If the Contractor does not agree with the statement, it shall file a written protest within 15 days after receipt, setting forth the facts of the protest. Otherwise, the statement will be deemed to have been accepted.

6-8 COMPLETION, ACCEPTANCE, AND WARRANTY. The Work will be inspected by the Engineer for acceptance upon receipt of the Contractor's written assertion that the Work has been completed.

The Engineer will not accept the Work or any portion of the Work before all of the Work is completed and all outstanding deficiencies that may exist are corrected by the Contractor and the Engineer is satisfied that all the materials and workmanship, and all other features of the Work, meet the requirements of all of the specifications for the Work. Use, temporary, interim or permanent, of all, or portions of, the Work does not constitute acceptance of the Work. If, in the Engineer's judgment, the Work has been completed and is ready for acceptance the Engineer will so certify to the Board. Upon such certification by the Engineer the Board may accept the



completed Work. Upon the Board's acceptance of the Work the Engineer will cause a "Notice of Completion" to be filed in the office of the San Diego County Recorder. The date of recordation shall be the date of completion of the Work.

All work shall be warranted for one (1) year after recordation of the "Notice of Completion" and any faulty work or materials discovered during the warranty period shall be repaired or replaced by the Contractor, at its expense. Twenty-five percent of the faithful performance bond shall be retained as a warranty bond for the one year warranty period. The Contractor shall replace or repair any such defective work in a manner satisfactory to the Engineer, after notice to do so from the Engineer, and within the time specified in the notice. If the Contractor fails to make such replacement or repairs within the time specified in the notice, the Agency may perform this work and the Contractor's sureties shall be liable for the cost thereof.

6-9 LIQUIDATED DAMAGES. Failure of the Contractor to complete the Work within the time allowed will result in damages being sustained by the Agency. For each consecutive calendar day in excess of the time specified for completion of Work, as adjusted in accordance with Section 6-6, the Contractor shall pay the Agency, or have withheld monies due it, the sum of one thousand two hundred and fifty dollars (\$1,250). Such sum is liquidated damages and shall not be construed as a penalty and may be deducted from payments due the Contractor if such delay occurs.

Execution of the Contract shall constitute agreement by the Agency and Contractor that one thousand two hundred and fifty dollars (\$1,250) per day is the minimum value of costs and actual damages caused by the Contractor to complete the Work within the allotted time. Any progress payments made after the specified completion date shall not constitute a waiver of this paragraph or of any damages.

With respect to the public right-of-way, failure of the Contractor to restore and open all travel lanes within designated working hours shall result in damages being sustained by the Agency. For every 15-minute increment (or portion of time thereof) beyond the hours of work stated in the Contract Documents or superseded by the approved traffic control plans, the Contractor shall pay to the Agency, or have monies due to it, the sum of one thousand Dollars (\$1,000). Such sum is liquidated damages and shall not be construed as a penalty and will be deducted from monthly progress payments due the Contractor if such delay occurs.

6-10 USE OF IMPROVEMENT DURING CONSTRUCTION. The Agency reserves the right to take over and utilize all or part of any completed facility or appurtenance. The Contractor will be notified in writing in advance of such action. Such action by the Agency will relieve the Contractor of responsibility for injury or damage to said completed portions of the improvement resulting from use by public traffic or from the action of the elements or from any other cause, except Contractor operations or negligence. The Contractor will not be required to reclean such portions of the improvement before field acceptance, except for cleanup made necessary by its operations. Nothing in this section shall be construed as relieving the Contractor from full responsibility for correcting defective work or materials.

In the event the Agency exercises its right to place into service and utilize all or part of any completed facility or appurtenance, the Agency will assume the responsibility and liability for injury to persons or property resulting from the utilization of the facility or appurtenance so placed into service, except for any such injury to persons or property caused by any willful or negligent act or omission by the Contractor, Subcontractor, their officers, employees, or agents.



SECTION 7 – RESPONSIBILITIES OF THE CONTRACTOR

7-1 CONTRACTOR'S EQUIPMENT AND FACILITIES. The Contractor shall furnish and maintain in good condition all equipment and facilities as required for the proper execution and inspection of the Work. Such equipment and facilities shall meet all requirements of applicable ordinances and laws.

7-2 LABOR.

7-2.1 General. Only competent workers shall be employed on the Work. Any person employed who is found to be incompetent, intemperate, troublesome, disorderly, or otherwise objectionable, or who fails or refuses to perform work properly and acceptably, shall be immediately removed from the Work by the Contractor and not be reemployed on the Work.

7-2.2 Laws. The Contractor, its agents, and employees shall be bound by and comply with applicable provisions of the Labor Code and Federal, State, and local laws related to labor.

The Contractor shall strictly adhere to the provisions of the Labor Code regarding minimum wages; the 8-hour day and 40-hour week; overtime; Saturday, Sunday, and holiday work; and nondiscrimination because of race, color, national origin, sex, or religion. The Contractor shall forfeit to the Agency the penalties prescribed in the Labor Code for violations.

In accordance with the Labor Code, the Board has on file and will publish a schedule of prevailing wage rates for the types of work to be done under the Contract. The Contractor shall not pay less than these rates.

Each worker shall be paid subsistence and travel as required by the collective bargaining agreement on file with the State of California Department of Industrial Relations.

The Contractor's attention is directed to Section 1776 of the Labor Code which imposes responsibility upon the Contractor for the maintenance, certification, and availability for inspection of such records for all persons employed by the Contractor or Subcontractor in connection with the project. The Contractor shall agree through the Contract to comply with this Section and the remaining provisions of the Labor Code.

7-3 LIABILITY INSURANCE. Insurance shall be required as specified in section 10 of the Public Works Contract.

The cost of this insurance shall be included in the Contractor's Bid.

7-4 WORKERS' COMPENSATION INSURANCE. Before execution of the Contract by the Board, the Contractor shall file with the Engineer the following signed certification:

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



The Contractor shall also comply with Section 3800 of the Labor Code by securing, paying for, and maintaining in full force and effect for the duration of the contract, complete Workers' Compensation Insurance, and shall furnish a Certificate of Insurance to the Engineer before execution of the Contract. The Agency, its officers, or employees, will not be responsible for any claims in law or equity occasioned by failure of the Contractor to comply with this paragraph.

All compensation insurance policies shall bear an endorsement or shall have attached a rider whereby it is provided that, in the event of expiration or proposed cancellation of such policies for any reason whatsoever, the Agency shall be notified by registered mail not less than 30 days before expiration or cancellation is effective.

All insurance is to be placed with insurers that are admitted and authorized to conduct business in the state of California and are listed in the official publication of the Department of Insurance of the State of California. Policies issued by the State Compensation Fund meet the requirement for workers' compensation insurance.

7-5 PERMITS. Except as specified herein the Contractor will obtain, at no cost to the Contractor all City of Carlsbad encroachment, right-of-way, grading and building permits necessary to perform work for this contract on Agency property, streets, or other rights-of-way. Contractor shall not begin work until all permits incidental to the work are obtained. The Contractor shall obtain and pay for all permits for the disposal of all materials removed from the project. The cost of said permit(s) shall be included in the price bid for the appropriate bid item and no additional compensation will be allowed therefore. The Contractor shall obtain and pay for all costs incurred for permits necessitated by its operations such as, but not limited to, those permits required for night work, overload, blasting, and demolition. For private contracts, the Contractor shall obtain all permits incidental to the Work or made necessary by its operations, and pay all costs incurred by the permit requirements.

The Contractor shall pay all business taxes or license fees that are required for the work.

7-5.1 Resource Agency Permits. No Resource agency permits are required for the work.

7-6 THE CONTRACTOR'S REPRESENTATIVE. Before starting work, the Contractor shall designate in writing a representative who shall have complete authority to act for it. An alternative representative may be designated as well. The representative or alternate shall be present at the Work site whenever work is in progress or whenever actions of the elements necessitate its presence to take measures necessary to protect the Work, persons, or property. Any order or communication given to this representative shall be deemed delivered to the Contractor. A joint venture shall designate only one representative and alternate. In the absence of the Contractor or its representative, instructions or directions may be given by the Engineer to the superintendent or person in charge of the specific work to which the order applies. Such order shall be complied with promptly and referred to the Contractor or its representative.

In order to communicate with the Agency, the Contractor's representative, superintendent, or person in charge of specific work shall be able to speak, read, and write the English language.

7-7 COOPERATION AND COLLATERAL WORK. The Contractor shall be responsible for ascertaining the nature and extent of any simultaneous, collateral, and essential work by others. The Agency, its workers and contractors and others, shall have the right to operate within or adjacent to the Work site during the performance of such work.



The Agency, the Contractor, and each of such workers, contractors and others, shall coordinate their operations and cooperate to minimize interference.

The Contractor shall include in its Bid all costs involved as a result of coordinating its work with others. The Contractor will not be entitled to additional compensation from the Agency for damages resulting from such simultaneous, collateral, and essential work. If necessary to avoid or minimize such damage or delay, the Contractor shall redeploy its work force to other parts of the Work.

Should the Contractor be delayed by the Agency, and such delay could not have been reasonably foreseen or prevented by the Contractor, the Engineer will determine the extent of the delay, the effect on the project, and any extension of time.

7-7.1 Coordination. The Contractor shall coordinate and cooperate with all the utility companies during the relocation or construction of their lines. The Contractor may be granted a time extension if, in the opinion of the Engineer, a delay is caused by the utility company. No additional compensation will be made to the Contractor for any such delay.

7-8 PROJECT SITE MAINTENANCE.

7-8.1 Cleanup and Dust Control. Throughout all phases of construction, including suspension of work, and until the final acceptance, the Contractor shall keep the site clean and free from rubbish and debris. The Contractor shall also abate dust nuisance by cleaning, sweeping and sprinkling with water, or other means as necessary. The use of water resulting in mud on public streets will not be permitted as a substitute for sweeping or other methods.

When required by the Plans or Specifications, the Contractor shall furnish and operate a self-loading motor sweeper with spray nozzles at least once each working day for the purpose of keeping paved areas acceptably clean wherever construction, including restoration, is incomplete.

Materials and equipment shall be removed from the site as soon as they are no longer necessary. Before the final inspection, the site shall be cleared of equipment, unused materials, and rubbish so as to present a satisfactory clean and neat appearance. All cleanup costs shall be included in the Contractor's Bid.

Care shall be taken to prevent spillage on haul routes. Any such spillage shall be removed immediately and the area cleaned.

Excess excavation material from catch basins or similar structures shall be removed from the site immediately. Sufficient material may remain for use as backfill if permitted by the Specifications. Forms and form lumber shall be removed from the site as soon as practicable after stripping.

Failure of the Contractor to comply with the Engineer's cleanup orders may result in an order to suspend work until the condition is corrected. No additional compensation will be allowed as a result of such suspension.

Cleanup and dust control required herein shall also be executed on weekends and other non-working days when needed to preserve the health safety or welfare of the public. The Contractor shall conduct effective cleanup and dust control throughout the duration of the



Contract. The Engineer may require increased levels of cleanup and dust control that, in his/her sole discretion, are necessary to preserve the health, safety and welfare of the public. Cleanup and dust control shall be considered incidental to the items of work that they are associated with and no additional payment will be made therefore.

7-8.2 Air Pollution Control. The Contractor shall not discharge smoke, dust, or any other air contaminants into the atmosphere in such quantity as will violate the regulations of any legally constituted authority.

7-8.3 Vermin Control. At the time of acceptance, structures entirely constructed under the Contract shall be free of rodents, insects, vermin, and pests. Necessary extermination work shall be arranged and paid for by the Contractor as part of the Work within the Contract time and shall be performed by a licensed exterminator in accordance with requirements of governing authorities. The Contractor shall be liable for injury to persons or property and responsible for the elimination of offensive odors resulting from extermination operations.

7-8.4 Sanitation. The Contractor shall provide and maintain enclosed toilets for the use of employees engaged in the Work. These accommodations shall be maintained in a neat and sanitary condition. They shall also comply with all applicable laws, ordinances, and regulations pertaining to public health and sanitation of dwellings and camps.

Wastewater shall not be interrupted. Should the Contractor disrupt existing sewer facilities, sewage shall be conveyed in closed conduits and disposed of in a sanitary sewer system. Sewage shall not be permitted to flow in trenches or be covered by backfill.

7-8.5 Temporary Light, Power, and Water. The Contractor shall furnish, install, maintain, and remove all temporary light, power, and water at its own expense. These include piping, wiring, lamps, and other equipment necessary for the Work. The Contractor shall not draw water from any fire hydrant (except to extinguish a fire), without obtaining permission from the water agency concerned. The Contractor shall obtain a construction meter for water used for the construction, plant establishment, maintenance, cleanup, testing and all other work requiring water related to this contract. The Contractor shall contact the appropriate water agency for requirements. The Contractor shall pay all costs of temporary light, power and water including hookup, service, meter and any, and all, other charges, deposits and/or fees therefore. Said costs shall be considered incidental to the items of work that they are associated with and no additional payment will be made therefore.

7-8.6 Water Pollution Control. The Contractor shall exercise every reasonable precaution to protect channels, storm drains, and bodies of water from pollution. It shall conduct and schedule operations so as to minimize or avoid muddying and silting of said channels, drains, and waters. Water pollution control work shall consist of constructing those facilities which may be required to provide prevention, control, and abatement of water pollution.

The Contractor shall comply with the California State Water Resources Control Board (SWRCB) Order Number 99-08-DWQ, National Pollutant Discharge Elimination System (NPDES) General Permit Number CAS000002, Waste Discharge Requirements (WDR's) for Discharges of Stormwater Runoff associated with Construction Activity (General Permit) and subsequent adopted modifications and with all requirements of the Storm Water Pollution Prevention and Monitoring Plans for this project in accordance with these regulations.



7-8.7 Drainage Control. The Contractor shall maintain drainage within and through the work areas. Earth dams will not be permitted in paved areas. Temporary dams of sandbags, asphaltic concrete, or other acceptable material will be permitted when necessary. Such dams shall be removed from the site as soon as their use is no longer necessary.

7-8.8 Noise Control. All internal combustion engines used in the construction shall be equipped with mufflers in good repair when in use on the project with special attention to the City Noise Control Ordinance, Carlsbad Municipal Code Chapter 8.48.

7-9 PROTECTION AND RESTORATION OF EXISTING IMPROVEMENTS. The Contractor shall be responsible for the protection of public and private property adjacent to the Work and shall exercise due caution to avoid damage to such property.

The Contractor shall repair or replace all existing improvements within the right-of-way which are not designated for removal (e.g., curbs, sidewalks, driveways, fences, walls, signs, utility installations, pavement, structures, etc.) which are damaged or removed as a result of its operations. When a portion of a sprinkler system within the right-of-way must be removed, the remaining lines shall be capped. Repairs and replacements shall be at least equal to existing improvements and shall match them in finish and dimension.

Maintenance of street and traffic signal systems that are damaged, temporarily removed or relocated shall be done in conformance with 307-1.5.

Trees, lawns, and shrubbery that are not to be removed shall be protected from damage or injury. If damaged or removed due to Contractor's operations, they shall be restored or replaced in as nearly the original condition and location as is reasonably possible. Lawns shall be reseeded and covered with suitable mulch.

The Contractor shall give reasonable notice to occupants or owners of adjacent property to permit them to salvage or relocate plants, trees, fences, sprinklers, and other improvements, within the right-of-way which are designated for removal and would be destroyed because of the Work.

All costs to the Contractor for protecting, removing, and restoring existing improvements shall be included in the Bid.

7-10 PUBLIC CONVENIENCE AND SAFETY.

7-10.1 Traffic and Access. The Contractor's operations shall cause no unnecessary inconvenience. The access rights of the public shall be considered at all times. Unless otherwise authorized, traffic shall be permitted to pass through the Work, or an approved detour shall be provided.

Safe and adequate pedestrian and vehicular access shall be provided and maintained to: fire hydrants; commercial and industrial establishments; churches, schools and parking lots; service stations and motels; hospitals; police and fire stations; and establishments of similar nature. Access to these facilities shall be continuous and unobstructed unless otherwise approved by the Engineer.

Safe and adequate pedestrian zones and public transportation stops, as well as pedestrian crossings of the Work at intervals not exceeding 90 m (300 feet), shall be maintained unless otherwise approved by the Engineer.



Vehicular access to residential driveways shall be maintained to the property line except when necessary construction precludes such access for reasonable periods of time. If backfill has been completed to the extent that safe access may be provided, and the street is opened to local traffic, the Contractor shall immediately clear the street and driveways and provide and maintain access.

The work shall be conducted by the Contractor in a manner to provide a satisfactory surface for traffic.

The Contractor shall cooperate with the various parties involved in the delivery of mail and the collection and removal of trash and garbage to maintain existing schedules for these services.

The Contractor shall schedule the work so as to prevent damage by all traffic, including but not limited to mail delivery. The Contractor shall not schedule work so as to conflict with trash pickup. The trash hauling schedule can be obtained by calling the City's contracted waste disposal company, Coast Waste Management at 760-929-9417.

During overlay operations, the Contractors schedule for overlay application shall be designated to provide residents and business owners whose streets are to be overlaid sufficient paved parking within an 800 feet distance from their homes or businesses.

Public Notification of Work:

See Section 302-4.4 "Public Convenience and Traffic Control" for details about the notification letter to residences and businesses which is required to be mailed at least 2 weeks prior to the work. In addition to the two-week notification letter, a 72-hr notification door hanger shall be given to all residences and businesses on the affected streets at least 72 hours prior to resurfacing.

Seventy-two (72) hours prior to the start of any construction in the public right-of-way that affects vehicular traffic and/or parking or pedestrian routes, the Contractor shall give written notification of the impending disruption. For a full street closure, all residences and/or businesses on the affected street or alley shall be notified. For partial street closures, or curb, sidewalk and driveway repairs, the residences and/or businesses directly affected by the work shall be notified.

The notification shall be hand delivered and shall state the date and time the work will begin and its anticipated duration. The notification shall list two telephone numbers that may be called to obtain additional information. One number shall be the Contractor's permanent office or field office and the other number shall be a 24-hour number answered by someone who is knowledgeable about the project. At least one of the phone numbers shall be in the (760) area code. An answering machine shall not be connected to either number. The notification shall also give a brief description of the work and simple instructions to the home or business owner on what they need to do to facilitate the construction. The Contractor shall submit the contents of the notification to the Engineer for approval. Notices shall not be distributed until approved by the Engineer.

For residences, the notification shall be pre-cut in a manner that enables it to be affixed to a doorknob without adhesives. It shall be a minimum size of 3-1/2 inches by 8-1/2 inches and shall be brightly colored with contrasting printing. The material shall be equivalent in strength and durability to 65 lb. card stock. The printing on the notice shall be no smaller than 12 points. An example of such notice is provided in Appendix "A".

In addition to the notifications, the contractor shall post no parking signs **72 hours** in advance of the work being performed. The no parking signs shall state the date and time of parking restriction



for a duration not to exceed the time necessary to complete the work at that location. Failure of the contractor to meet the posted date requires re-posting the no parking signs **72 hours** in advance of the rescheduled work. If the work is delayed or rescheduled the no parking signs shall be removed and re-posted **72 hours** in advance of the rescheduled work.

The preparation, materials, printing and distribution of the notifications shall be included in the contract price bid for traffic control and the Contractor will not be entitled to any additional compensation for printing and distributing these notices.

The contractor shall replace all street markings and striping damaged by construction activities.

The Contractor shall include in its Bid all costs for the above requirements.

7-10.2 Storage of Equipment and Materials in Public Streets. Construction materials shall not be stored in streets, roads, or highways for more than 5 days after unloading. All materials or equipment not installed or used in construction within 5 days after unloading shall be stored elsewhere by the Contractor at its expense unless authorized additional storage time.

Construction equipment shall not be stored at the Work site before its actual use on the Work nor for more than 5 days after it is no longer needed. Time necessary for repair or assembly of equipment may be authorized by the Engineer.

Excavated material, except that which is to be used as backfill in the adjacent trench, shall not be stored in public streets unless otherwise permitted. After placing backfill, all excess material shall be removed immediately from the site.

The Contractor shall secure approval, in advance, from authorities concerned for the use of any bridges proposed by it for public use. Temporary bridges shall be clearly posted as to load limit, with signs and posting conforming to current requirements covering "signs" as set forth in the Traffic Manual published by the California Department of Transportation. This manual shall also apply to the street closures, barricades, detours, lights, and other safety devices required.

All costs involved shall be included in the Bid.

Traffic controls shall be in accordance with the plans, The California Manual on Uniform Traffic Control Devices (FHWA MUTCD 2003 Revision 1, as amended for use in California) and these provisions. If any component in the traffic control system is damaged, displaced, or ceases to operate or function as specified, from any cause, during the progress of the work, the Contractor shall immediately repair said component to its original condition or replace said component and shall restore the component to its original location. In the event that the Contractor fails to install and/or maintain barricades or such other traffic signs, markings, delineation or devices as may be required herein, the Engineer may, at his/her sole option, install the traffic signs, markings, delineation or devices and charge the Contractor twenty-five dollars (\$25.00) per day per traffic sign or device, or the actual cost of providing such traffic control facility, whichever is the greater.

7-10.3.1 Construction Area Signs and Control Devices. All construction traffic signs and control devices shall be maintained throughout the duration of work in good order and according to the approved traffic control plan. All construction area signs shall conform to the provisions of Section 206-7.2 et seq. All temporary reflective pavement markers shall conform to the provisions of Section 214-5.1 et seq. All temporary reflective channelizers shall conform to the provisions of Section 214-5.2 et seq. All paint for temporary traffic striping, pavement marking, and curb



marking shall conform to the provisions of Section 210-1.6 et seq. except that all temporary paint shall be rapid dry water borne conforming to Section 210-1.6 for materials and Section 310-5 et seq. For workmanship. Warning and advisory signs, lights and devices installed or placed to provide traffic control, direction and/or warning shall be furnished, installed and maintained by the Contractor. Warning and advisory signs, lights and devices shall be promptly removed by the Contractor when no longer required. Warning and advisory signs that remain in place overnight shall be stationary mounted signs. Stationary signs that warn of non-existent conditions shall be removed from the traveled way and from the view of motorists in the traveled way or shielded from the view of the traveling public during such periods that their message does not pertain to existing conditions. Care shall be used in performing excavation for signs in order to protect underground facilities. All excavation required to install stationary construction area signs shall be performed by hand methods without the use of power equipment. Warning and advisory signs that are used only during working hours may be portable signs. Portable signs shall be removed from the traveled way and shielded from the view of the traveling public during non-working hours. During the hours of darkness, as defined in Division 1, Section 280, of the California Vehicle Code, portable signs shall be illuminated or, at the option of the Contractor, shall be in conformance with the provisions in Section 206-7.2 et seq. If illuminated traffic cones rather than post-type delineators are used during the hours of darkness, they shall be affixed or covered with reflective cone sleeves as specified in CALTRANS "Standard Specifications", except the sleeves shall be 7" long. Personal vehicles of the Contractor's employees shall not be parked within the traveled way, including any Section closed to public traffic. Whenever the Contractor's vehicles or equipment are parked on the shoulder within 6' 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 not less than 25' intervals to a point not less than 25' past the last vehicle or piece of equipment. A minimum of nine (9) cones or portable delineators shall be used for the taper. A W20-1 (Road Work Ahead) or C24 (Shoulder Work Ahead) sign shall be mounted, as required herein, on a signpost or telescoping flag tree with flags. The signpost or flag tree shall be placed where directed by the Engineer.

7-10.3.2 Maintaining Traffic. The Contractor's personnel shall maintain a safe buffer distance from any traffic lane occupied by traffic. The Contractor's equipment shall maintain a safe distance from any traffic or pedestrians.

A minimum of one (1) paved traffic lane shall remain open and unobstructed for use by public traffic in each direction of travel at all times. If this is not possible due to road width constraints in certain areas, the Contractor shall submit a traffic control plan to the Engineer for review and approval prior to implementation. For the cold in-place recycling (CIR) project limits, the contractor shall CIR all cold-milled areas within the same work day. For the cold-mill and overlay project limits, the contractor shall pave all cold-milled areas within the same work day. The contractor shall not allow public traffic to drive on the cold-milled surface. See Section 6-7 for details on working hours and traffic control.

7-10.3.3 Traffic Control System for Lane Closure. A traffic control system consists of closing traffic lanes or pedestrian walkways in accordance with the details shown on the plans, California Manual on Uniform Traffic Control Devices (FHWA MUTCD 2003 Revision 1, as amended for use in California) and provisions under "Maintaining Traffic" elsewhere in these Provisions. The provisions in this section will not relieve the Contractor from its responsibility to provide such additional devices or take such measures as may be necessary to maintain public safety.

When lanes are closed for only the duration of work periods, all components of the traffic control system, except portable delineators placed along open trenches or excavation adjacent to the



traveled way, shall be removed from the traveled way and shoulder at the end work period. If the Contractor so elects, said components may be stored at selected central locations, approved by the Engineer, within the limits of the right-of-way.

7-10.3.4 Traffic Control for Permanent and Temporary Traffic Striping. During traffic stripe operations, traffic shall be controlled with lane closures, as provided for under "Traffic Control System for Lane Closure" of these Supplemental Provisions or by use of an alternative traffic control plan proposed by the Contractor and approved by the Engineer. The Contractor shall not start traffic striping operations using an alternative plan until the Contractor has submitted its plan to the Engineer and has received the Engineer's written approval of said plan.

7-10.3.5 Temporary Pavement Delineation. Temporary pavement delineation shall be furnished, placed, maintained and removed in accordance with the minimum standards specified in the California Manual on Uniform Traffic Control Devices (FHWA MUTCD 2012 as amended for use in California) published by CALTRANS. Whenever the work causes obliteration of pavement delineation, temporary or permanent pavement delineation shall be in place prior to opening the traveled way to public traffic. Lane line or centerline pavement delineation shall be provided at all times for traveled ways open to public traffic. All work necessary, including any required lines or marks, to establish the alignment of temporary pavement delineation shall be performed by the Contractor. When temporary pavement delineation is removed, all lines and marks used to establish the alignment of the temporary pavement delineation shall be removed by grinding.

Surfaces to receive temporary pavement delineation shall be dry and free of dirt and loose material. Temporary pavement delineation shall not be applied over existing pavement delineation or other temporary pavement delineation. Temporary pavement delineation shall be maintained until superseded or replaced with permanent pavement delineation.

Temporary pavement delineation shall be removed when, as determined by the Engineer, the temporary pavement delineation conflicts with the permanent pavement delineation or with a new traffic pattern for the area and is no longer required for the direction of public traffic. When temporary pavement delineation is required to be removed, all lines and marks used to establish the alignment of the temporary pavement delineation shall be removed.

7-10.3.6 Preparation of New, or Modifications and Additions to Existing, Traffic Control Plan Sheets. If no traffic control plans (TCP) or Traffic Control Staging plans (TCP) are included in the project plans, or if the Contractor elects to modify TCP included in the project plans, the Contractor shall have such new or modified TCP prepared and submitted as a part of the Work for any and all construction activities that are located within the traveled way. The Contractor shall have TCP prepared and submitted as a part of the Work for any construction activities that are a part of this project that are not included in the project plans. The Contractor must submit the TCP for the Engineer's review in conformance with the requirements of Section 2-5.3, et seq. and obtain the Engineer's approval of the TCP prior to implementing them. The minimum 20-day review period specified in Section 2-5.3.1 for shop drawings and submittals shall pertain to each submittal of TCP, new, modified or added to, for the Engineer's review. New or revised TCP submittals shall include all TCP needed for the entire duration of the Work. Each phase of the TCP shall be shown in sufficient scale and detail to show the lane widths, transition lengths, curve radii, stationing of features affecting the traffic control plan and the methodology proposed to transition to the subsequent TCP phase. When the vertical alignment of the traveled surface differs from the finished pavement elevation vertical curves must also be shown. Such modifications, supplements and/or new design of TCP shall meet the requirements of the Engineer and the California Manual on Uniform Traffic Control Devices (FHWA MUTCD 2012, as



amended for use in California as published by CALTRANS. Such modification, addition, supplement, and/or new design of TCP shall be prepared by a registered professional engineer appropriately registered in the State of California. The Engineer shall be the sole judge of the suitability and quality of any such modifications, supplements, and/or new designs to TCP. The Engineer may approve any such modifications, supplements, and/or new designs to the TCP when, in the Engineer's sole opinion, such modifications, supplements, and/or new designs to the TCP prepared by the registered professional engineer retained by the Contractor will be beneficial to the best interests of the Agency. Such modification, addition, supplement, and/or new design shall not be implemented and no work shall be commenced that is contingent on such approval until the changed TCP are approved by the Engineer. The preparation of such modification, addition, supplement, and/or new designs of TCP shall not presuppose their approval or obligate the Agency in any fashion. Submittal and review requirements for such modifications, supplements, and/or new designs to TCP shall conform to the requirements of Section 2-5.3 Shop Drawings and Submittals.'

7-10.3.7 Payment. The Contractor shall provide traffic control at the contract lump sum price bid. The contract lump sum price paid for "traffic control" shall include full compensation for furnishing all labor (including flagging costs), materials (including signs), tools, equipment and incidentals, and for doing all the work involved in preparation, reproduction and changing of traffic control plans, placing, applying traffic stripes and pavement markers with bituminous adhesive, removing, storing, maintaining, moving to new locations, replacing, and disposing of the components of the traffic control system as shown on the plans and approved additions and modifications, as specified in these supplemental provisions, and as directed by the Engineer. All expenses and time to prepare and review modifications, additions, supplements and/or new TCP designs shall be included in the lump sum bid for traffic control and no additional payment will be made therefore. Flagging costs will be paid for as a part of the Lump Sum Amount for "Traffic Control." The cost of labor and material for portable concrete barriers will be paid for at the unit price bid. When there is no bid item the cost of labor and material for portable concrete barriers they will be paid as an incidental to the work being performed and no additional payment will be made therefore. Progress payments for "Traffic Control" will be based on the percentage of the improvement work completed.

7-10.4 Safety.

7-10.4.1 Safety Orders. The Contractor shall have at the Work site, copies or suitable extracts of: Construction Safety Orders, Tunnel Safety Orders and General Industry Safety Orders issued by the State Division of Industrial Safety. The Contractor shall comply with provisions of these and all other applicable laws, ordinances, and regulations.

Before excavating any trench 5 feet or more in depth, the Contractor shall submit a detailed plan to the Agency showing the design of shoring, bracing, sloping, or other provisions to be made for the workers' protection from the hazard of caving ground during the excavation of such trench. If the plan varies from the shoring system standards, the plan shall be prepared by a registered Civil Engineer. No excavation shall start until the Engineer has accepted the plan and the Contractor has obtained a permit from the State Division of Industrial Safety. A copy of the permit shall be submitted to the Engineer.

Payment for performing all work necessary to provide safety measures shall be included in the prices bid for other items of work except where separate bid items for excavation safety are provided or required by law.



7-10.4.2 Use of Explosives. Explosives may be used only when authorized in writing by the Engineer, or as otherwise stated in the Specifications. Explosives shall be handled, used, and stored in accordance with all applicable regulations.

The Engineer's approval of the use of explosives shall not relieve the Contractor from liability for claims caused by blasting operations.

7-10.4.3 Special Hazardous Substances and Processes. Materials that contain hazardous substances or mixtures may be required on the Work. A Material Safety Data Sheet as described in Section 5194 of the California Code of Regulations shall be requested by the Contractor from the manufacturer of any hazardous products used.

Material usage shall be accomplished with strict adherence to California Division of Industrial Safety requirements and all manufacturer warnings and application instructions listed on the Material Safety Data Sheet and on the product container label.

The Contractor shall notify the Engineer if a specified product cannot be used under safe conditions.

7-10.4.4 Confined Spaces.

(a) Confined Space Entry Program. The Contractor shall be responsible for implementing, administering and maintaining a confined space entry program (CSEP) in accordance with Sections 5156, 5157 and 5158, Title 8, CCR.

Prior to starting the Work, the Contractor shall prepare and submit its comprehensive CSEP to the Engineer. The CSEP shall address all potential physical and environmental hazards and contain procedures for safe entry into confined spaces, including, but not limited to the following:

1. Training of personnel
2. Purging and cleaning the space of materials and residue
3. Potential isolation and control of energy and material inflow
4. Controlled access to the space
5. Atmospheric testing of the space
6. Ventilation of the space
7. Special hazards consideration
8. Personal protective equipment
9. Rescue plan provisions

The Contractor's submittal shall include the names of its personnel, including subcontractor personnel, assigned to the project who will have CSEP responsibilities, their CSEP training, and their specific assignment and responsibility in carrying out the CSEP.

(b) Permit-Required Confined Spaces. Entry into permit-required confined spaces as defined in Section 5157, Title 8, CCR may be required as a part of the Work. All manholes, tanks, vaults, pipelines, excavations, or other enclosed or partially enclosed spaces shall be considered permit-required confined spaces until the pre-entry procedures demonstrate otherwise. The Contractor shall implement a permit space program prior to performing any work in a permit-required confined space. A copy of the permit shall be available at all times for review by Contractor and Agency personnel at the Work site.



(c) Payment. Payment for implementing, administering, and providing all equipment and personnel to perform the CSEP shall be included in the bid items for which the CSEP is required.

7-10.4.5 Safety and Protection of Workers and Public. The Contractor shall take all necessary precautions for the safety of employees on the work and shall comply with all applicable provisions of Federal, State and Municipal safety laws and building codes to prevent accidents or injury to persons on, about, or adjacent to the premises where the work is being performed. The Contractor shall erect and properly maintain at all times, as required by the conditions and progress of the work, all necessary safeguards for the protection of workers and public and shall use danger signs warning against hazards created by such features of construction as protruding nails, hoists, well holes, and falling materials.

7-11 PATENT FEES OR ROYALTIES. The Contractor shall absorb in its Bid the patent fees or royalties on any patented article or process furnished or used in the Work. The Contractor shall indemnify and hold the Agency harmless from any legal action that may be brought for infringement of patents.

7-12 ADVERTISING. The names, addresses and specialties of Contractors, Subcontractors, architects, or engineers may be displayed on removable signs. The size and location shall be subject to the Engineer's approval.

Commercial advertising matter shall not be attached to or painted on the surfaces of buildings, fences, canopies, or barricades.

7-13 LAWS TO BE OBSERVED. The Contractor shall keep fully informed of State and National laws and County and Municipal ordinances and regulations which in any manner affect those employed in the Work or the materials used in the Work or in any way affect the conduct of the Work. The Contractor shall at all times observe and comply with such laws, ordinances, and regulations. Municipal ordinances that affect this work include Chapter 11.06. Excavation and Grading. If this notice specifies locations or possible materials, such as borrow pits or gravel beds, for use in the proposed construction project which would be subject to Section 1601 or Section 1603 of the Fish and Game Code, the conditions established pursuant to Section 1601 et seq. of the Fish and Game Code shall become conditions of the contract.

7-14 ANTITRUST CLAIMS. Section 7103.5 of the Public Contract Code provides:

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



SECTION 8 – FACILITIES FOR AGENCY PERSONNEL

8-1 GENERAL. Facilities are not required for agency personnel.

SECTION 9 – MEASUREMENT AND PAYMENT

9-1 MEASUREMENT OF QUANTITIES FOR UNIT PRICE WORK.

9-1.1 General. Unless otherwise specified, quantities of work shall be determined from measurements or dimensions in horizontal planes. However, linear quantities of pipe, piling, fencing and timber shall be considered as being the true length measured along longitudinal axis.

Unless otherwise provided in Specifications, volumetric quantities shall be the product of the mean area of vertical or horizontal sections and the intervening horizontal or vertical dimension. The planimeter shall be considered an instrument of precision adapted to measurement of all areas.

9-1.2 Methods of Measurement. Materials and items of work which are to be paid for on basis of measurement shall be measured in accordance with methods stipulated in the particular sections involved.

9-1.3 Certified Weights. When payment is to be made on the basis of weight, the weighing shall be done on certified platform scales or, when approved by the Engineer, on a completely automated weighing and recording system. The Contractor shall furnish the Engineer with duplicate licensed weighmaster's certificates showing actual net weights. The Agency will accept the certificates as evidence of weights delivered.

9-1.4 Units of Measurement. The system of measure for this contract shall be the U.S. Standard Measures.

9-2 LUMP SUM WORK. Items for which quantities are indicated "Lump Sum", "L.S.", or "Job", shall be paid for at the price indicated in the Bid. Such payment shall be full compensation for the items of work and all work appurtenant thereto.

When required by the Specifications or requested by the Engineer, the Contractor shall submit to the Engineer within 15 days after award of Contract, a detailed schedule in triplicate, to be used only as a basis for determining progress payments on a lump sum contract or designated lump sum bid item. This schedule shall equal the lump sum bid and shall be in such form and sufficiently detailed as to satisfy the Engineer that it correctly represents a reasonable apportionment of the lump sum.

9-3 PAYMENT.

9-3.1 General. The quantities listed in the Bid schedule will not govern final payment. Payment to the Contractor will be made only for actual quantities of Contract items constructed in accordance with the Plans and Specifications. Upon completion of construction, if the actual



quantities show either an increase or decrease from the quantities given in the Bid schedule, the Contract Unit Prices will prevail subject to the provisions of Section 3-2.2.1.

The unit and lump sum prices to be paid shall be full compensation for the items of work and all appurtenant work, including furnishing all materials, labor, equipment, tools, and incidentals.

Payment will not be made for materials wasted or disposed of in a manner not called for under the Contract. This includes rejected material not unloaded from vehicles, material rejected after it has been placed, and material placed outside of the Plan lines. No compensation will be allowed for disposing of rejected or excess material.

Payment for work performed or materials furnished under an Assessment Act Contract will be made as provided in particular proceedings or legislative act under which such contract was awarded.

Whenever any portion of the Work is performed by the Agency at the Contractor's request, the cost thereof shall be charged against the Contractor, and may be deducted from any amount due or becoming due from the Agency.

Whenever immediate action is required to prevent injury, death, or property damage, and precautions which are the Contractor's responsibility have not been taken and are not reasonably expected to be taken, the Agency may, after reasonable attempt to notify the Contractor, cause such precautions to be taken and shall charge the cost thereof against the Contractor, or may deduct such cost from any amount due or becoming due from the Agency. Agency action or inaction under such circumstances shall not be construed as relieving the Contractor or its Surety from liability.

Payment shall not relieve the Contractor from its obligations under the Contract; nor shall such payment be construed to be acceptance of any of the Work. Payment shall not be construed as the transfer of ownership of any equipment or materials to the Agency. Responsibility of ownership shall remain with the Contractor who shall be obligated to store any fully or partially completed work or structure for which payment has been made; or replace any materials or equipment required to be provided under the Contract which may be damaged, lost, stolen or otherwise degraded in any way prior to acceptance of the Work, except as provided in Section 6-10.

Guarantee periods shall not be affected by any payment but shall commence on the date of recordation of the "Notice of Completion."

If, within the time fixed by law, a properly executed notice to stop payment is filed with the Agency, due to the Contractor's failure to pay for labor or materials used in the Work, all money due for such labor or materials will be withheld from payment to the Contractor in accordance with applicable laws.

At the expiration of 35 days from the date of acceptance of the Work by the Board, or as prescribed by law, the amount deducted from the final estimate and retained by the Agency will be paid to the Contractor except such amounts as are required by law to be withheld by properly executed and filed notices to stop payment, or as may be authorized by the Contract to be further retained.

9-3.2 Partial and Final Payment. The Engineer will, after award of Contract, establish a closure date for the purpose of making monthly progress payments. The Contractor may request in writing



that such monthly closure date be changed. The Engineer may approve such request when it is compatible with the Agency's payment procedure.

Each month, the Engineer will make an approximate measurement of the work performed to the closure date as basis for making monthly progress payments. The estimated value will be based on contract unit prices, completed change order work and as provided for in Section 9-2 of these General Provisions. Progress payments shall be made no later than thirty (30) calendar days after the closure date. Five (5) working days following the closure date, the Engineer shall complete the detailed progress pay estimate and submit it to the Contractor for the Contractor's information. Should the Contractor assert that additional payment is due, the Contractor shall within ten (10) days of receipt of the progress estimate, submit a supplemental payment request to the Engineer with adequate justification supporting the amount of supplemental payment request. Upon receipt of the supplemental payment request, the Engineer shall, as soon as practicable after receipt, determine whether the supplemental payment request is a proper payment request. If the Engineer determines that the supplemental payment request is not proper, then the request shall be returned to the Contractor as soon as practicable, but not later than seven (7) days after receipt. The returned request shall be accompanied by a document setting forth in writing the reasons why the supplemental payment request was not proper. In conformance with Public Contract Code Section 20104.50, the City shall make payments within thirty (30) days after receipt of an undisputed and properly submitted supplemental payment request from the Contractor. If payment of the undisputed supplemental payment request is not made within thirty (30) days after receipt by the Engineer, then the City shall pay interest to the Contractor equivalent to the legal rate set forth in subdivision (a) of Section 685.010 of the Code of Civil Procedure.

From each progress estimate, 5 percent will be deducted and retained by the Agency, and the remainder less the amount of all previous payments will be paid. After 50 percent of the Work has been completed and if progress on the Work is satisfactory, the deduction to be made from remaining progress estimates and from the final estimate may be limited to \$500 or 5 percent of the first half of total Contract amount, whichever is greater.

No progress payment made to the Contractor or its sureties will constitute a waiver of the liquidated damages under 6-9.

As provided in Section 22300 of the California Public Contract Code, the Contractor may substitute securities for any monies withheld by the Agency to ensure performance under the Contract.

After final inspection, the Engineer will make a Final Payment Estimate and process a corresponding payment. This estimate will be in writing and shall be for the total amount owed the Contractor as determined by the Engineer and shall be itemized by the contract bid item and change order item with quantities and payment amounts and shall show all deductions made or to be made for prior payments and amounts to be deducted under provisions of the contract. All prior estimates and progress payments shall be subject to correction in the Final Payment Estimate.

The Contractor shall have 30 calendar days from receipt of the Final Payment Estimate to make written statement disputing any bid item or change order item quantity or payment amount. The Contractor shall provide all documentation at the time of submitting the statement supporting its position. Should the Contractor fail to submit the statement and supporting documentation within the time specified, the Contractor acknowledges that full and final payment has been made for all contract bid items and change order items.



If the Contractor submits a written statement with documentation in the aforementioned time, the Engineer will review the disputed item within 30 calendar days and make any appropriate adjustments on the Final Payment. Remaining disputed quantities or amounts not approved by the Engineer will be subject to resolution as specified in Section 3-5, Disputed Work.

The written statement filed by the Contractor shall be in sufficient detail to enable the Engineer to ascertain the basis and amount of said disputed items. The Engineer will consider the merits of the Contractor's claims. It will be the responsibility of the Contractor to furnish within a reasonable time such further information and details as may be required by the Engineer to determine the facts or contentions involved in its claims. Failure to submit such information and details will be sufficient cause for denying payment for the disputed items.

9-3.2.1 Payment for Claims. Except for those final payment items disputed in the written statement required in Section 9-3.2 all claims of any dollar amount shall be submitted in a written statement by the Contractor no later than the date of receipt of the final payment estimate. Those final payment items disputed in the written statement required in Section 9-3.2 shall be submitted no later than 30 days after receipt of the Final Payment estimate. No claim will be considered that was not included in this written statement, nor will any claim be allowed for which written notice or protest is required under any provision of this contract including Sections 3-4 Changed Conditions, 3-5 Disputed Work, 6-6.3 Payment for Delays to Contractor, 6-6.4 Written Notice and Report, or 6-7.3 Contract Time Accounting, unless the Contractor has complied with notice or protest requirements.

The claims filed by the Contractor shall be in sufficient detail to enable the Engineer to ascertain the basis and amount of said claims. The Engineer will consider and determine the Contractor's claims and it will be the responsibility of the Contractor to furnish within a reasonable time such further information and details as may be required by the Engineer to determine the facts or contentions involved in its claims. Failure to submit such information and details will be sufficient cause for denying the claims.

Payment for claims shall be processed within 30 calendar days of their resolution for those claims approved by the Engineer. The Contractor shall proceed with informal dispute resolution under Section 3-5, Disputed Work, for those claims remaining in dispute.

9-3.3 Delivered Materials. When provided for in the Specifications, and subject to the limitation and conditions therein, the cost of materials and equipment delivered but not incorporated into the Work will be included in the progress estimate.

9-3.3.1 Delivered Materials. The cost of materials and equipment delivered but not incorporated into the work will not be included in the progress estimate.

9-3.4.1 Mobilization and Preparatory Work. Payment for Mobilization and preparatory work will be made at the stipulated lump-sum price of \$25,000 and includes full compensation for furnishing all insurance, bonds, licenses, labor, materials, utilities, tools, equipment and incidentals, and for doing all the work involved in mobilization and preparatory work and operations, including, but not limited to, those necessary for the movement of personnel, equipment, supplies, and incidental to preparing to conduct work on and off the project site and other offsite facilities necessary for work on the project; for all other facilities, sureties, work and operations which must be performed or costs incurred prior to beginning work on various contract items on or off the project site, excepting those specifically paid for under separate sections of these specifications. The



Contractor hereby agrees that the stipulated lump sum amount is sufficient for Mobilization and Preparatory Work, as described in this section, and that the Contractor shall have no right to additional compensation for Mobilization and Preparatory Work.

Progress payments for Mobilization and Preparatory Work will be made as follows:

For the first progress payment (after the issuance of the Notice to Proceed), forty percent (40%) of the amount bid for Mobilization and Preparatory Work will be allowed. For the second progress payment, an additional sixty percent (60%) of the amount bid for mobilization and preparatory work will be allowed therefore.

9-4 BID ITEMS. Payment for each Bid Item shall be made at the quantity and type as listed in the Contractor's Proposal. All work shown or mentioned on the plans, in the Contract Documents, General Provisions, or Technical Provisions/Specifications shall be considered as included in the Bid Items. Contractor must protect existing utilities, improvements, landscaping, irrigation systems, and vegetation in place. If damaged during the work, Contractor is responsible to repair or replace any utilities, improvements, landscaping, irrigation systems, and vegetation at his expense.



**SUPPLEMENTAL PROVISIONS TO
“GREENBOOK”
STANDARD SPECIFICATIONS FOR PUBLIC WORKS
CONSTRUCTION
PART 2, CONSTRUCTION MATERIALS
SECTION 200 - ROCK MATERIALS**

200-2 UNTREATED BASE MATERIALS

200-2.1 General. Add the following: Aggregate base shall be Crushed Aggregate Base per Greenbook Section 200-2 and as specified herein.

200-2.2 Crushed Aggregate Base. Add the following: Crushed Aggregate Base shall be free from organic matter and other deleterious substances, and shall be of such nature that it can be compacted readily under watering and rolling to form a firm, stable base.

The aggregate shall not be treated with lime, cement or other chemical material before tests are performed.

Samples for testing shall represent every 500 cubic yards or one day's production, whichever is smaller. If the results of the aggregate grading tests do not meet the requirements for Percentage Passing Sieve as specified in Table 200-2.2.2 but meet the Quality Requirements as specified in Table 200-2.2.3, placement of the aggregate base may be continued for the remainder of that day. However, another day's work may not be started until test results indicate to the satisfaction of the Engineer that the next material to be used in the work will comply with the requirements specified for Percentage Passing Sieve.

If the results of both the aggregate grading and Sand Equivalent tests do not meet the requirements of Section 200-2.2, the aggregate base which is represented by these tests shall be removed. However, if requested by the Contractor, and approved at the sole discretion of the Engineer, the aggregate base may remain in place and the Contractor shall pay to the City \$50 per cubic yard for such aggregate base left in place. The City may deduct this amount from any moneys due, or that may be come due, to the Contractor under the contract.

203-6 ASPHALT CONCRETE.

203-6.3 Job Mix Formula (JMF) and Mix Designs. Add the following: Asphalt Concrete (AC) shall be class C2-PG 64-28PM with Warm Mix Asphalt (WMA) additive technology. No more than 15% reclaimed asphalt pavement (RAP) shall be allowed in any AC mix. If more than 15% RAP is used in any portion of asphalt concrete for any part of the project, that part will be rejected, and the contractor will be required to remove and replace that section at its own cost.

The WMA additive used must be on the Caltrans Authorized Material List for WMA authorized technologies in effect as of the date of advertisement of the contract, http://www.dot.ca.gov/hq/esc/approved_products_list/pdf/wma_list.pdf and in accordance with WMA ADDITIVE TECHNOLOGIES table provided in 203-16.9. Only additive technologies are acceptable. No foaming or water injection technology shall be used.



A technical representative for the WMA additive technology must attend the Preconstruction Meeting.

203-6.4.4 Composition and Grading. Add the following: Evaluation of asphalt concrete shall be determined from samples of final asphalt concrete material. In addition to evaluation of the final asphalt material, samples of aggregate, RAP, and asphalt binder will be taken for testing. In case of dispute between the contractor and the Agency, the Engineer has the authority to request core samples for analysis from the placed asphalt concrete for any of the acceptance criteria, at the locations determined by the Engineer. All samples shall be taken in accordance with California Test 125, and the following table:

Sampling	Location
Asphalt Concrete	<ul style="list-style-type: none">• Trucks, or• Mat behind the paver
Aggregate	<ul style="list-style-type: none">• Cold feed belts, or• Hot bins prior to addition of asphalt binder
RAP	<ul style="list-style-type: none">• RAP system, or• RAP feed belts
Asphalt Binder	<ul style="list-style-type: none">• Asphalt binder supplier, or• Storage tanks at the plant during production

When behind the paver or core samples of asphalt concrete are to be used for evaluation, sufficient size samples shall be taken to ensure representative and adequate quantity of material for the required testing.

When using core samples, the samples must be properly prepared to safeguard against influx of outside contaminants and so that the cut surfaces do not influence the test results.

Materials sampling and testing of the asphalt concrete shall be on a lot basis. A Lot shall be defined as the amount of pavement placed in 1 day. A Sub-Lot shall be defined as 500 tons. Should the amount of pavement placed in 1 day be less than 500 tons, the Sub-Lot and Lot shall be one and the same. Each Lot shall be from a single source unless otherwise approved by the Engineer. The samples and testing results shall be representative of their entire sample sub-lot.

Table 203-6.4.4, design criteria, shall be modified per the following table, the gradation shall stay the same:



TABLE 203-6.4.4 – MODIFIED (DESIGN CRITERIA)

	B	C1	C2
	Dense Medium Coarse	Coarse Medium	Dense Medium
Asphalt Binder %	5.0-6.5	5.0-6.5	5.0-6.5
Hveem Stability "S Value" (min)	35	35	35
Air Voids	4%	4%	4%

203-6.8 Asphalt Concrete Storage. Replace existing section with the following: Storage of asphalt concrete shall not be allowed.

203-16 POLYMER MODIFIED ASPHALT CONCRETE (PMAC).

203-16.1 General.

Modify with the following:

PMAC shall be the product of mixing mineral aggregate and up to 15% RAP with polymer modified paving asphalt with WMA additive at a central mixing plant.

No more than 15% reclaimed asphalt pavement (RAP) shall be allowed in any asphalt concrete (AC) mix. If more than 15% RAP is used in any portion of asphalt concrete for any part of the project, that part will be rejected, and the contractor will be required to remove and replace that section at its own cost.

203-16.3 Job Mix Formulas and Mix Designs.

Add the following:

Contractor shall submit for approval an asphalt concrete mix design per Greenbook Section 203-6.3. The asphalt concrete mix design method shall be Hveem with the optimal binder content determined by California Test 367. The mix design shall conform to Greenbook Table 203-6.4.4 for gradation, and the above MODIFIED (DESIGN CRITERIA) table.

For AC with WMA additive technology, produce AC mix samples for your mix design using your methodology for inclusion of WMA admixture in laboratory-produced AC. Cure the samples in a forced air draft oven at 275 °F for 4 hours ± 10 minutes.

For WMA additive technology, submit the following with your proposed JMF submittal:

1. SDS for the WMA technology
2. Name of technology
3. Percent admixture by weight of binder and percent admixture by total weight of AC as recommended by the manufacturer
4. Methodology for inclusion of admixture in laboratory-produced AC
5. Proposed AC production temperature range



The Contractor shall collect and hold data for the duration of the contract and shall make these records available to the Engineer upon request. The snapshot of production data must include the following:

1. Production date
2. Production location
3. Time of day the data is captured
4. AC mix type being produced and target binder content
5. AC additive type, brand, and target rate
6. Temperature of the binder and AC mixture
7. For a continuous mixing plant, the rate of flow of the dry aggregate
8. For a continuous mixing plant, the rate of flow of the asphalt meter
9. For a continuous mixing plant, the rate of flow of AC additive meter
10. For batch plant mixing, actual batch weights of all ingredients
11. Dry aggregate to binder ratio calculated from metered ingredient output
12. Dry aggregate to AC additive ratio calculated from metered output

203-16.4.3 Composition and Grading.

Add the following:

Polymer modified concrete shall be class PG 64-28PM with WMA additive technology, C2 Dense Medium, as specified on the plans and contract documents.

The WMA additive used must be on the Caltrans Authorized Material List for WMA authorized technologies in effect as of the date of advertisement of the contract, http://www.dot.ca.gov/hq/esc/approved_products_list/pdf/wma_list.pdf and in accordance with WMA ADDITIVE TECHNOLOGIES table provided in 203-16.9. Only additive technologies are acceptable. No foaming or water injection technology shall be used.

A technical representative for the WMA additive technology must attend the Preconstruction Meeting.

203-16.9 Acceptance.

Modify the second and third sentences, and add the following table:

The asphalt binder content shall be within +/-0.4 percent of that shown on the respective job mix formula or mix design. In addition, air voids will also be used as an acceptance criterion. Air voids shall be 4% +/- 2%.

MODIFIED ACCEPTANCE CRITERIA

	B	C1	C2
	Dense Medium Coarse	Coarse Medium	Dense Medium
Asphalt Binder %	Optimum Binder Content +/- 0.4%		
Hveem Stability "S Value" (min)	35	35	35
Air Voids	4% +/- 2%	4% +/- 2%	4% +/- 2%
In-Place Density	Minimum 95% Relative Compaction		



Add the following:

Materials sampling and testing of the asphalt concrete shall be on a lot basis. A Lot shall be defined as the amount of pavement placed in 1 day. A Sub-Lot shall be defined as 500 tons. Should the amount of pavement placed in 1 day be less than 500 tons, the Sub-Lot and Lot shall be one and the same. Each Lot shall be from a single source unless otherwise approved by the Engineer. The samples and testing results shall be representative of their entire sample sub-lot.

The WMA shall comply with the most current Caltrans Standard Specifications Section 39-2. WMA shall be produced using "additive technology". WMA with foaming or water injection technologies are not acceptable.

AC with WMA additive technology must be produced between 260°F and 325°F.

The contractor shall use one of the following WMA Additive technologies that is on the latest Caltrans Authorized Material List for WMA authorized technologies;

WMA ADDITIVE TECHNOLOGIES

Product Name	Supplier
Rediset WMX Rediset LQ	AkzoNobel Surface Chemistry, LLC
Evotherm 3G (J1, M1)	MedWestvaco
Evotherm DAT	MedWestvaco
Advera	Potters Ind
Cecabase RT	Road Science LLC
Sasobit	Sasol Wax North America
SonneWarmix	Sonneborn LLC
ZycoTherm SP	Zydex Industries



SECTION 206 - MISCELLANEOUS METAL ITEMS

Add the following section:

206-7 PORTABLE CHANGEABLE MESSAGE SIGN (PCMS)

Add the following section:

206-7.1 General. Each portable changeable message sign (PCMS) unit shall consist of a controller unit, a power supply, and a structural support system all mounted on a trailer. The PCMS unit shall be assembled to form a complete self-contained portable changeable message sign, which can be delivered to the site of the work and placed in immediate operation. The complete PCMS unit shall be capable of operating in an ambient air temperature range of -20°C (-4°F) to +70°C (158°F) and shall not be affected by unauthorized mobile radio transmissions.

The trailer shall be equipped so that it can be leveled and plumbed. Full operation height shall be with the bottom of the sign at least 2.1 m (7') above the ground and the top no more than 4.4 m (14.5') above the ground. After initial placement, PCMS shall be moved from location to location as directed by the Engineer

As part of the bid item "Traffic Control," at least one PCMS will be required in each direction of travel affected by the work on the major streets and intersection work. The traffic control plans shall clearly show the PCMS' locations. The PCMS shall warn motorists of the work one (1) week prior to start of the work and for the entire duration of the work.

Add the following section:

206-7.2 Message Board. The message displayed on the PCMS shall be visible from a distance of 460 m (1500') and shall be legible from a distance of 230 m (750'), at noon on a cloudless day, by persons with vision corrected to 20/20. The sign panel shall be 3-line matrix and shall display not less than 7 characters per line. Sign messages to be displayed shall be as approved by the Engineer. The sign face shall be flat black and shall be protected from glare of the sun by a method which does not interfere with the clarity of the sign message. The sign shall be raised and lowered by means of a power driven lifting mechanism. The matrix sign shall be capable of complete alphanumeric selection.

Lamp matrix type signs shall be equipped with an automatic dimming operational mode that automatically compensates for the influence of a temporary light source or other abnormal lighting conditions. The sign shall have manual dimming operation modes of 3 or more different lamp intensities.

Matrix signs not utilizing lamps shall be either internally or externally illuminated at night.

The controller shall be an all solid-state unit containing all the necessary circuitry for the storage of at least 5 pre-programmed messages. The controller shall be installed in a location allowing the operator to perform all functions from one position. A keyboard entry system shall be provided to allow an operator to generate an infinite number of additional messages over the pre-programmed stored messages. The keyboard shall be equipped with a security lockout feature to prevent unauthorized use of the controller. The controller shall contain a nonvolatile memory to hold the keyboard created messages in memory during periods when the power is not activated. The controller shall provide for a variable message display rate which allows the operator to match the information display to the speed of the approaching traffic. The flashing off time shall be operator adjustable within the control cabinet.



Add the following section:

206-7.3 Operation and Maintenance. PCMS shall be furnished, placed, operated, and maintained at locations shown on the plans, specified herein, or designated by the Engineer. The PCMS will be diligently maintained and repaired by the Contractor throughout the project in accordance with the manufacturer's recommendations. When ownership is transferred to the City (at the end of the job), it must be demonstrated to be in good working condition, and meet the provisions of these specifications, including current registration.

Add the following section:

206-7.4 Measurement and Payment. The cost for PCMS shall be included in the bid item Traffic Control and include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in furnishing, placing, operating, maintaining, repairing, replacing, transporting from location to location, and delivery of the signs to the City at the completion of the construction, in good working order, and as directed by the Engineer, and no other compensation will be made.



SECTION 214 – TRAFFIC STRIPING, CURB AND PAVEMENT MARKINGS, AND PAVEMENT MARKERS

214-4 PAINT FOR STRIPING AND MARKINGS.

Add the following section:

214-4.3 Paint for Traffic Striping, Pavement Marking, and Curb Marking. Modify as follows: Paint for traffic lane lines, turn pocket lines, edge lines, channelizing lines, bike lane lines, chevrons, and curbs shall be rapid dry water borne conforming to CALTRANS Specification No. PTWB-01R2. Paint for pavement legends, pavement symbols, pavement arrows, cross walks, parking stall markings and stop bars shall be alkyd thermoplastic conforming to CALTRANS Specification No. PTH-02ALKYD. Glass beads shall be applied to the surface of the rapid dry water borne paint and the molten thermoplastic material and shall conform to the requirements of CALTRANS Specification No. 8010-004 (Type II). CALTRANS Specifications for water borne paint, thermoplastic material and glass beads may be obtained from the CALTRANS Transportation Laboratory, P.O. Box 19128, Sacramento, CA 95819, telephone number (916) 227-7000.

214-6.4 RETROREFLECTIVE PAVEMENT MARKERS

Add the following section:

214-6.5 Temporary Reflective Pavement Markers. Temporary pavement markers shown on the plans and required in the specifications shall be one of the types shown in Table 214-6.4.2, or equal thereto.

**TABLE 214-6.4.2
TEMPORARY REFLECTIVE PAVEMENT MARKERS**

Type	Manufacturer of Distributor
TOM- Temporary Overlay Markers	Davidson Traffic Control Products, 3110 70 th Avenue East, Tacoma, WA 98424, (877) 335-4638



SUPPLEMENTAL PROVISIONS TO STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION PART 3, CONSTRUCTION METHODS

SECTION 302 - ROADWAY SURFACING

302-4.5 Scheduling, Public Convenience and Traffic Control. Add the following: The Contractor shall schedule the work so as to prevent damage by all traffic. The Contractor shall not schedule work so as to conflict with trash pickup. The trash hauling schedule can be obtained by calling Coast Waste Management at (760) 929-9400. The Contractor shall accommodate mail delivery to residences and businesses during the work.

At least two weeks prior to work, Contractor shall send, by first class mail, notification letters to all property addresses on which resurfacing shall occur. Obtaining the appropriate addresses shall be the contractor's responsibility. A sample letter shall be provided by the city and the Contractor shall use the city's sample letter with appropriate street names, dates, times, and phone numbers specific to the work inserted in the letter.

During resurfacing operations, the Contractor's schedule shall be designed to provide residents and business owners sufficient paved parking within a 900 feet distance from their homes or businesses.

Seventy-two hours prior to the start of any construction in the public right-of-way that affects vehicular traffic and/or parking or pedestrian routes, the Contractor shall give written notification of the impending disruption. For a full street closure, all residences and/or businesses on the affected street or alley shall be notified. For partial street closures, or curb, sidewalk and driveway repairs, the residences and/or businesses directly affected by the work shall be notified.

The Contractor shall deliver the 72-hour advance notification door hanger which shall state the date and time the work will begin and its anticipated duration. The notification shall list two telephone numbers that may be called to obtain additional information. One number shall be the Contractor's permanent office or field office and the other number shall be a 24 hours number answered by a representative of the Contractor who is knowledgeable about the project. At least one of the phone numbers shall be in the 760 area code. An answering machine shall not be connected to either number. The notification shall also give a brief description of the work and simple instructions to the home or business owner on what they need to do to facilitate the construction. The Contractor shall use the sample door hanger provided by the city and submit door hangers to the Inspector for approval. Notices shall not be distributed until approved by the Inspector.

The notification shall be pre-cut in a manner that enables it to be affixed to a doorknob without adhesives. It shall be a minimum size of 3 ½ inches by 8 ½ inches and shall be brightly colored with contrasting printing. The material shall be equivalent in strength and durability to 65lb card stock. The printing on the notice shall be no smaller than 12 points. The door hangers shall show the street name, date, time, phone numbers, and appropriate information specific to the work inserted.



The preparation, materials, printing and distribution of the notifications shall be included in the contract price bid for "Public Notification of Work" and the Contractor will not be entitled to any additional compensation for work outlined in this section.



(Name of Contractor)
(Address of Contractor)

(Contractor's License Number)

(Date)

As part of the City of Carlsbad's ongoing program to maintain our roadways, streets in your neighborhood are scheduled for resurfacing in the coming weeks. The resurfacing work will require traffic control to be put in place in those areas. The work will take place between the hours of 8:30 a.m. and approximately 3:30 p.m., or until the traffic control devices are removed.

Residents located on the streets scheduled for resurfacing will be notified 72 hours in advance of the work. Look for a brightly colored 3 ½" x 8 ½" card attached to your doorknob. You will also notice temporary "no parking" signs on your street with a specific "no parking" date written on it.

PLEASE NOTE: weather conditions and other factors outside our control can sometimes cause work to be rescheduled at the last minute. If this happens, we will notify you as soon as possible of the new date.

To prepare for this road work, we are asking neighbors to help. Here's how:

- Park your car outside the area of work unless you plan to leave before 8 a.m. the morning the work starts. Watch for "no parking" signs.
- Park your car in your driveway or garage (off the street) if you aren't going to need it between 8:30 a.m. and 3:30 p.m.
- Avoid walking, biking and skate boarding on new roads until construction signs are removed.
- Please keep kids and pets off the new roadway on the day of the resurfacing.
- Do not walk on the newly resurfaced street or you may get black residue on the bottom of your shoes. The residue may damage or mark surfaces and be very difficult to remove.
- Please try to keep the work area and new road dry until construction signs are removed. Monitor sprinklers, hoses and other water sources around your home.
- Please note that mail could be delayed on the day of the resurfacing if your postal carrier cannot reach your mailbox.
- Work will be coordinated with trash pick-up.
- If you have a special concern or need reasonable accommodations, please call the City of Carlsbad at 760-602-2780.

(Contractor Name) will be performing the resurfacing work for the city. You may call a contractor representative at (XXX) XXX-XXXX for more information about the project and to answer questions. For a map of all streets scheduled for resurfacing throughout the city, please visit the city website at www.carlsbadca.gov, click on City Services> Streets and Traffic> Maintenance> Street Resurfacing.

The City of Carlsbad has some of the most well-maintained streets in the region thanks to the cooperation of community members like you. We appreciate your patience and understanding, and we will do everything we can to get this work done quickly and efficiently.



302-5 ASPHALT CONCRETE PAVEMENT.

302-5.1 General. Add the following: The Contractor shall treat all vegetation within the limits of the paved area to receive asphalt concrete paving in accordance with the City's Integrated Pest Management (IPM) plan. The document can be found on the City's website at the following link: <http://www.carlsbadca.gov/civicax/filebank/blobdload.aspx?BlobID=37800>. Allowance for the vegetation treatment period shall be shown in the schedule required per section 6-1.

302-5.2 Pavement Transitions. Add the following: The Contractor shall ramp the approaches and termini to all structures and vertical joints in the cold-milled area which are transverse to through traffic with temporary asphalt concrete pavement as specified in section 306-13.1. Ramps shall be constructed the same day as cold milling and removed the same day as permanent paving. Ramp dimensions and compaction shall be as approved by the Engineer.

302-5.4 Tack Coat. Add the following: The Contractor shall place a tack coat between the successive interfaces of existing pavement and new asphalt concrete.

302-5.5 Distribution and Spreading. Modify as follows: After second sentence of sixth paragraph, add: The Contractor shall provide the self-propelled spreading and finishing machine used to construct the asphalt concrete surface course with an automatic screed control. The automatic screed control shall be 5.5 m (18') minimum length. The paving machine shall be operated by an operator and two full-time screed men during all paving. The Contractor shall provide an on-site backup paving machine during all paving operations.

No conveyor belt systems will be allowed for moving the AC. No AC windrows will be allowed. Only a surge volume/remix material transfer vehicle (MTV) is allowed to receive the AC from the haul trucks and then place it in the self-propelled spreading and finishing machine. If the Engineer determines the use of the MTV is not practical for a portion of the project, the Engineer may waive its requirement for that portion.

302-5.6.1 General. Modify as follows: Second paragraph, Part (2), add: Pinched joint rolling procedures shall be required, and vibratory rollers shall be limited to breakdown, unless otherwise directed by the Engineer.

Add the following section:

302-5.8 Manholes and Valve Boxes (and other structures).

The Contractor must locate and record locations of all appurtenances in the roadway including, but not limited to, manholes, access holes, valve boxes, blow-offs, air releases, sewer cleanouts, and survey monument boxes. Prior to grinding or paving adjacent to any structure, Contractor shall install plywood shelves or umbrella devices in order to prevent debris from falling into structures. Prior to placing the overlay, the Contractor shall install rubber nipples/risers on top of all appurtenances in the roadway and pave over the rubber nipples/risers. Each manhole cover shall be treated or covered to prevent adhesion of the overlay. Each City-owned manhole and cleanout shall be located and raised to grade within 72 hours after the overlay is placed and shall be thoroughly cleaned of any construction debris which may have entered due to the Contractor's operation. Each valve box shall be replaced per CMWD Standard Drawing No. W-13. Each 2" Blow-off/Manual Air Release box shall be replaced per CMWD Standard Drawing W-6.

The contractor shall be responsible for matching the finish grades of the new pavement to match the existing manholes, as to create a smooth finish surface, and not have any abrupt changes in or around the manholes.



In the event of any damage to existing manholes during construction activities, the contractor shall replace them at the contractor's expense, and no extra payment shall be made to the contractor. All City of Carlsbad sanitary sewer access covers shall be adjusted per CMWD Drawing No. S1. All storm sewer access covers shall be adjusted per SDRSD D-10.

For all non-City owned appurtenances, manholes, valve boxes, or other structures in the roadway or in conflict with the proposed improvements, the contractor shall coordinate with the proper agency contact. For Leucadia Wastewater District, contact Ian Riffel at (760) 753-0155 ext.3002. For Olivenhain Municipal Water District, contact Dan Bean at (760) 415-8548.

For all non-City owned appurtenances, manholes, valve boxes, or other structures in the roadway or within the project limits, if the contractor and the owner of the non-City owned utilities mutually agree to contract with one another to adjust or replace the appurtenances, the contractor shall extend them the same bid prices as offered in this contract, with up to 10% markup only.

Survey monument boxes shall be replaced and adjusted to grade per SDRSD M-10.

Riser rings or extensions shall not be used for the adjustment of City-owned appurtenances. Replacing and adjusting to grade all City-owned appurtenances in the roadway shall be paid for at the contract unit price per each as shown in the Bid. Such price shall constitute full compensation for all labor, materials, and equipment necessary for completing the work as described in these specifications, including traffic control and prevention from debris falling into structures. Other Agencies may adjust their own appurtenances or other Agencies may contract with a third party to raise their appurtenances.

302-5.9 Measurement and Payment. Add the following: Payment for asphalt concrete placed and compacted shall be at the unit price bid per ton. No additional payment shall be made for any tack coat, material transfer vehicle, compaction, traffic control, or other incidentals.

302-14 POLYMER MODIFIED ASPHALT CONCRETE (PMAC).

Add the following section:

302-14.1 General. Add the following section: Quality Control Program. The Contractor shall implement a Quality Control Program throughout the production and placement of PMAC. The Quality Control Program shall consist of the preparation and implementation of a Quality Control Plan (QCP).

At least 5 business days prior to the Preconstruction Meeting, the Contractor shall submit to the Engineer a QCP for PMAC production and placement for review and approval. The QCP shall include the name(s) of personnel responsible for quality control, their qualifications, and specific procedures to be followed during PMAC placement operations.

The Contractor shall maintain accurate records of all tests it performs as part of its Quality Control Program and shall make these records available to the Engineer upon request. The Contractor can also be required to submit its QC test results at the end of each day. The Contractor shall satisfy itself that its materials and workmanship, including those of its subcontractors and suppliers, are in conformance with the Contract Documents. The Contractor shall submit to the Engineer for review copies of the results of all Quality Control tests it has performed prior to requesting the Agency to perform Quality Assurance testing.



The QCP must describe the organization and procedures for:

1. Controlling PMAC quality characteristics
2. Taking samples, including sampling locations
3. Establishing, implementing, and maintaining QC
4. Determining when corrective actions are needed
5. Implementing corrective actions
6. Using methods and materials for backfilling core locations, if applicable

The QCP must address the elements affecting PMAC quality, including:

1. Aggregates
2. Asphalt binder
3. Additives (i.e. WMA additive)
4. Production
5. Paving

The Contractor shall allow 5 business days for review of the QCP by the Agency.

If the Contractor changes QC procedures, personnel, or sample testing locations, the Contractor shall submit a QCP supplement before implementing the proposed change. The Contractor shall allow 3 business days for review of the QCP supplement.

The Contractor shall collect and hold data for the duration of the contract and shall make these records available to the Engineer upon request. The snapshot of production data must include the following:

1. Production date
2. Production location
3. Time of day the data is captured
4. AC mix type being produced and target binder content
5. AC additive type, brand, and target rate
6. Temperature of the binder and AC mixture
7. For a continuous mixing plant, the rate of flow of the dry aggregate
8. For a continuous mixing plant, the rate of flow of the asphalt meter
9. For a continuous mixing plant, the rate of flow of AC additive meter
10. For batch plant mixing, actual batch weights of all ingredients
11. Dry aggregate to binder ratio calculated from metered ingredient output
12. Dry aggregate to AC additive ratio calculated from metered output

AC with WMA additive technology must be produced between 260°F and 325°F.

A technical representative for the WMA additive technology must attend the Preconstruction Meeting.

302-14.3 Distribution and Spreading. Replace with the following: Distribution and spreading shall conform to 302-5.5 of the SSPWC except as follows:
Replace the fourth paragraph with the following:

Polymer modified asphalt concrete with WMA additive technology shall not be placed until the atmospheric temperature is a minimum of 45°F and rising, and the surface temperature of the



underlying material is a minimum of 45°F. Polymer modified asphalt concrete shall also not be placed during unsuitable weather.

For PMAC produced with WMA additive technology;

1. 1st coverage of breakdown compaction before the surface temperature drops below 230°F
2. Breakdown and intermediate compaction before the surface temperature drops below 170°F
3. Finish compaction before the surface temperature drops below 130°F

The Contractor may continue static rolling below 130°F to remove roller marks.

302-14.4 Rolling. Replace the third paragraph of 302-5.6.2 with the following:

The Contractor shall determine the in-place density and relative compaction of polymer modified asphalt concrete placed on this Project as part of its Quality Control Program. The Contractor shall follow the procedures and methods specified in California Test 375, February 2012 modified as follows:

PART 4. DETERMINATION OF IN-PLACE DENSITY WITH THE NUCLEAR DENSITY GAGE

4A. APPARATUS/MATERIAL

1. Add the following:

The nuclear device shall be specifically designed for testing the density of asphalt concrete.

4B. DETERMINING IN-PLACE DENSITY

Add the following:

13. The Contractor shall furnish the Engineer with a copy of the test results for each Sub-Lot at the end of each Working Day. The test results shall identify the Lot and Sub-Lot in the following manner:
 - a. Each Lot shall be consecutively numbered (i.e. first day of paving, Lot "1"; second day of paving, Lot "2"; ...)
 - b. Each Lot shall be divided into Sub-Lots of 500 tons each and shall be consecutively lettered starting with Sub-Lot "A" (i.e. the first Sub-Lot of the first day of paving will be Lot "1-A", the second Sub-Lot of the first day of paving will be Lot "1-B" ...the first Sub-Lot of the second day of paving will be Lot "2-A", ...). A Sub-Lot may, when approved by the Engineer, be placed at 2 separate locations as long as placement is in conformance with the Specifications and the Contractor clearly identifies the location and limits of the placement.
 - c. The Contractor shall test a minimum of 10 sites for each 500 tons of polymer modified asphalt concrete placed. For areas containing less than 500 tons, the Contractor shall test at the rate of 1 test site for each 50 tons or portion thereof of polymer modified asphalt concrete placed.

PART 6. CALCULATION OF RELATIVE COMPACTION



3. Add the following:

The Agency will take a set of 3 cores per Sub-Lot for the purposes of determining in-place density. In-place density will be determined by the Agency in accordance with California Test 308, Method "A", with the exception that the Agency will use zinc stearate. The average in-place density of the 3 cores will be used for the purpose of calculating relative compaction per Part 6. The Agency, at its option, may determine the average in-place density using a nuclear device in accordance with California Test 375. In the event of a dispute between the results obtained by the Contractor using the nuclear device, and the results obtained by the Agency using California Test 308, the latter results shall prevail.

302-14.4 Payment. Payment for PMAC pavement in which the relative compaction, by lot, is less than 95 percent, but greater than 91.9 percent, will be made at the Contract Unit Price minus (the Reduced Compensation Factor multiplied by the Contract Unit Price) as shown in Table 302-14.8.

TABLE 302-14.8

Relative Compaction (Percent)	Reduced Compensation Factor	Relative Compaction (Percent)	Reduced Compensation Factor
95.0	0.000	93.4	0.062
94.9	0.002	93.3	0.068
94.8	0.004	93.2	0.075
94.7	0.006	93.1	0.082
94.6	0.009	93.0	0.090
94.5	0.012	92.9	0.098
94.4	0.015	92.8	0.108
94.3	0.018	92.7	0.118
94.2	0.022	92.6	0.129
94.1	0.026	92.5	0.142
94.0	0.030	92.4	0.157
93.9	0.034	92.3	0.175
93.8	0.039	92.2	0.196
93.7	0.044	92.1	0.225
93.6	0.050	92.0	0.300
93.5	0.056		

Should the compaction of any lot be less than 91.9 percent, the lot shall be removed and replaced at the Contractor's expense.

Add the following section:

302-15 ASPHALT PAVEMENT REPAIRS AND REMEDIATION.

Add the following section.

302-15.1 General. Asphalt pavement Repairs and Remediation shall consist of the repair and restoration of existing asphalt pavement. Repair of asphalt pavement shall consist of cold milling or saw cutting, removal and disposal of existing asphalt pavement in conformance with section 400, compaction of existing subgrade, if applicable, in conformance with section 301-1, grading and compaction of base material, if applicable, in conformance with section 301-2, application of grade SS-1h emulsified asphalt and the placement of asphalt concrete base and wearing courses



as specified herein. Damage to existing traffic loops caused by pavement repairs or grinding will require immediate replacement of the traffic loops unless video detection has been set up and the loops are unnecessary. If pavement fabric or petromat is encountered during any pavement repairs or grinding, the Contractor shall remove and dispose of it. The cost of the work described in this section shall be included in the bid price for the repair itself or cold milling (grinding).

302-15.3 AC Cold Milling and Disposal of Grindings. Cold Milling or grinding shall be in accordance with the provisions of Section 404 of the Greenbook, latest edition. The Contractor shall cold mill or diamond grind the existing AC to the width and depth as shown on the plans. In the field, the Engineer may change the width and depth of the cold milling at his discretion. If the Contractor's cold milling severs any traffic detection loops, the Contractor shall replace them immediately at the Contractor's expense. Existing *advance* traffic signal loop detectors shall be replaced by the Contractor and paid for per the bid item Traffic Signal Detector Loops, even when video detection has been installed at the intersection. Contractor shall install Type E Loop Detector per Caltrans Revised Standard Plan RSP ES-5B. Contractor shall construct temporary AC ramps at the cold-milled edges parallel and perpendicular to the direction of travel. Payment for construction, removal, and disposal of temporary asphalt concrete ramps shall be included in the bid item for cold milling. As shown on the plans, some cold milling may require tapering of milled thickness.

If and when the Contractor encounters pavement fabric or petromat during cold milling, the Contractor shall remove and dispose of the pavement fabric or petromat. The cost of removing and disposing pavement fabric or petromat shall be included in the Contractor's bid price for cold milling and no additional payment will be made therefore.

SECTION 314 – TRAFFIC STRIPING, CURB AND PAVEMENT MARKINGS, AND PAVEMENT MARKERS

314-4 APPLICATION OF TRAFFIC STRIPING AND CURB AND PAVEMENT MARKERS.

314-4.1 General. Add the following paragraph: The Contractor shall furnish all equipment, materials, labor, and supervision necessary for painting traffic lanes, directional arrows, guidelines, curbs, parking lines, crosswalks, and other designated markings in accordance with the Striping Plans, or for approved temporary traffic control essential for safe control of traffic through and around the construction site. The Contractor shall remove by wet grinding all existing or temporary traffic markings and lines that may confuse the public. When temporary detour striping or markings are no longer required, they shall be removed prior to painting the new traffic stripes or markings.

314-4.2.1 General. Modify the first paragraph as follows: The Contractor shall establish the necessary control points for all required pavement striping and markings by surveying methods. No layout of traffic striping shall be performed by the Contractor before establishment of the necessary control points. The Contractor shall establish all traffic striping between these points by string line or other method to provide striping that will vary less than 80mm per 100m (1/2 inch in 50 feet) from the specified alignment. The Contractor shall obliterate, straight stripes deviating more than 80mm per 100mm (1/2 inch in 50 feet) by wet grinding, and then correcting the markings. The Contractor shall lay out (cat track) immediately behind installation of surface course asphalt and as the work progresses.



314-4.3.2 Surface Preparation. Add the following paragraph: The Contractor shall remove all existing markings and striping, either permanent or temporary, which are to be abandoned, obliterated or that conflict with the plans by wet grinding methods. Removal of striping by high velocity water jet may be permitted when there is neither potential of the water and detritus from the high velocity water jetting to damage vehicles or private property nor to flow from the street into any storm drain or water course and when approved by the Engineer. The Contractor shall vacuum all water and detritus resulting from high velocity water jet striping removal from the pavement immediately after the water jetting and shall not allow such materials to flow in the gutter, enter the storm drain system or to leave the pavement surface. Surface variation limitations for high velocity water jet striping removal shall be the same as for grinding. The Contractor shall not use dry or wet sandblasting in any areas. Alternate methods of paint removal require prior approval of the Engineer. Obliteration of traffic striping with black paint, light emulsion oil or any other masking method other than a minimum 30mm (0.10') thick asphalt concrete overlay is not permitted.

314-4.3.5 Application. Add the following paragraphs: The Contractor shall apply the first coat of paint immediately upon approval of striping layout by the Engineer and within 72 hours of pavement resurfacing. After one week, a second coat of paint shall be applied to all final, approved striping. The Contractor shall paint the ends of each median nose yellow.

If required by the approved traffic control plans, the Contractor shall apply temporary traffic stripes in one coat. Temporary traffic stripes shall be maintained by the Contractor so that the stripes are clearly visible both day and night.

314-4.3.7 Payment. Modify the section as follows: Final and temporary traffic striping, curb markings and pavement markings as shown on the plans and required by the specifications shall be included in the lump-sum price bid for temporary and final traffic striping, and no additional compensation will be allowed therefore. Reapplication of temporary stripes and markings shall be repainted at the Contractor's expense, and no additional compensation will be allowed therefore. The lump sum prices bid and shall include all labor, tools, equipment, materials, and incidentals for doing all work in installing the final and temporary traffic striping.

314-4.4.4 Application. A primer, of the type recommended by the manufacturer of the thermoplastic material, shall be applied to asphalt concrete surfaces over 6 months old and to all Portland cement concrete surfaces. The primer shall be applied immediately in advance of, but concurrent with, the application of thermoplastic material.

314-5 PAVEMENT MARKERS.

Add the following section:

314-6.1 Reflective Channelizer Placement and Removal. The Contractor shall place and remove reflective channelizers the same as for pavement marker placement and removal. The Contractor shall place the channelizers uniformly, straight on tangent alignment and on a true arc on curved alignment to the same tolerances of position as for application of paint in section 314-4.3.5. The Contractor shall perform all layout work necessary to place the channelizers to the proper alignment. If the channelizers are displaced or fail to remain in an upright position, from any cause, the channelizers shall immediately be replaced or restored to their original location, by the Contractor. When reflective channelizers are removed, the pavement surface shall be restored to the same color and surface finish as the adjacent pavement.



SECTION 315 - TEMPORARY TRAFFIC CONTROL DEVICES

Add the following section:

315-1 TEMPORARY TRAFFIC PAVEMENT MARKERS.

Add the following section:

315-1.1 General. The Contractor shall supply and install temporary traffic pavement markers, channelizers, signing, railing (type K), crash cushions and appurtenances at the locations shown on the plans and as required in the specifications, complete in place prior to opening the traveled way served by said final and temporary traffic pavement markers, signing, railing (type K) and appurtenances to public traffic.

315-1.2 Temporary Pavement Markers. Temporary reflective raised pavement markers shall be placed in accordance with the manufacturer's instructions. Temporary reflective raised pavement markers shall be cemented to the surfacing with the adhesive recommended by the manufacturer, except epoxy adhesive shall not be used to place temporary reflective raised pavement markers in areas where removal of the markers will be required. Pavement striping, legends and markers which conflict with any traffic pattern shall be removed by grinding as determined by the Engineer. The Contractor shall use temporary reflective raised pavement markers for temporary pavement marking, except when the temporary pavement markers are used to replace patterns of temporary traffic stripe that will be in place for less than 30 days. Reflective pavement markers used in place of the removable-type pavement markers shall conform to the section 314-5 "Pavement Markers", except the 14-day waiting period before placing the pavement markers on new asphalt concrete surfacing as specified in section 314-5.4 "Placement", shall not apply; and epoxy adhesive shall not be used to place pavement markers in areas where removal of the markers will be required.

Add the following section:

315-1.3 Channelizers. Channelizers shall be new surface-mounted type and shall be furnished, placed, and maintained at the locations shown on the plans. Channelizer posts shall be orange in color. Channelizers shall have affixed white reflective sheeting as specified in the special provisions. The reflective sheeting shall be 75 mm x 300 mm (3" x 12") in size. The reflective sheeting shall be visible at 300 m (1000') at night under illumination of legal high beam headlights, by persons with vision of or corrected to 20/20. The channelizer bases shall be cemented to the pavement in the same manner as provided for cementing pavement markers to pavement in section 314-5.4, "Placement." Channelizers shall be applied only on a clean, dry surface. Channelizers shall be placed on the alignment and location shown on the plans and as directed by the Engineer. The channelizers shall be placed uniformly, straight on tangent alignment and on a true arc on curved alignment. All layout work necessary to place the channelizers to the proper alignment shall be performed by the Contractor. If the channelizers are displaced or fail to remain in an upright position, from any cause, the channelizers shall immediately be replaced or restored to their original location, by the Contractor. The Contractor shall provide the Engineer with a Certificate of Compliance in accordance with the provisions of section 4-1.5, "Certification". Said certificate shall certify that the channelizers comply with the plans and specifications and conform to the prequalified design and material requirements approved by the Engineer and were manufactured in accordance with a quality control program approved by the Engineer.

Add the following section:

315-2 TEMPORARY TRAFFIC SIGNING.



Add the following section:

315-2.1 General. The Contractor shall provide and install all temporary traffic control signs, markers, markings, and delineators at locations shown on plans and specified herein. As part of the Contractor's Traffic Control Plan, at least one Portable Changeable Message Sign (PCMS) is required near each intersection and direction of travel impacted by the work. The PCMS shall warn motorists of the work 7 days prior to start of the work, and for the entire duration of the work.

Add the following section:

315-2.2 Maintenance of Temporary Traffic Signs. If temporary traffic signs are displaced or overturned, from any cause, during the progress of the work, the Contractor shall immediately replace the signs in their original approved locations. The Contractor shall maintain all temporary traffic signs used in the Work in a clean, reflective and readable condition. The Contractor shall replace or restore graffiti marked temporary traffic signs and posts used in the Work within 18 hours of such marking being discovered during non-working hours or, when the marking is discovered during working hours, within 2 hours of such discovery of marking.

Add the following section:

315-4 MEASUREMENT AND PAYMENT. Temporary traffic pavement markers, temporary channelizers, temporary signing, temporary railing (type K), temporary crash cushions and temporary appurtenances thereto shown on the plans or required in the specifications are a part of the lump-sum item for traffic control and payment therefore shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in applying, installing, maintaining, and removing temporary traffic pavement markers, channelizers, signing, railing (type K), crash cushions and appurtenances, complete in place, as shown on the plans, as specified in the Standard Specification and these special provisions, and as directed by the Engineer. Payment for temporary crash cushions, concrete barriers and the signs and reflectors marking them shall include the installation, grading for installation, grading for the approach path, maintenance, painting and re-painting, replacement of damaged units and removal and shall also be included in the lump-sum price bid for traffic control. Payment for installation and/or relocation of K-rails and crash cushions when not shown on the plans and requested by the Engineer shall be made per section 3-3, Extra Work, SSPWC.



**SUPPLEMENTAL PROVISIONS TO
STANDARD SPECIFICATIONS FOR PUBLIC WORKS
CONSTRUCTION
PART 9, MODIFIED PAVEMENTS,
PAVEMENT PRESERVATION, AND
PAVEMENT RECYCLING PROCESSES**

SECTION 903 - RECYCLED ASPHALT CONCRETE

903-1 COLD-IN-PLACE RECYCLED ASPHALT CONCRETE PAVEMENT (CIRACP).

903-1.1 General. CIRACP shall consist of 100 percent reclaimed asphalt pavement (RAP), emulsified recycling agent, and other additives uniformly mixed, spread, compacted, finished, and cured in such a manner that the in-place mixture forms a dense, uniform mass conforming to the lines, grades, and cross sections shown on the Plans.

903-1.2 Submittals. The Contractor shall submit the following in accordance with 2-5.3:

- a) CIRACP mix design (job mix formula).
- b) Two, 2-quart samples of emulsified recycling agent to the Engineer with the CIRACP mix design submittal.
- c) Quality Control Plan per 903-1.6.2.

The Contractor shall submit the following to the Engineer during production and placement:

- d) Test results and Certificates of Compliance conforming to 4-5 of the SSPWC for the emulsified recycling agent and each additive with each delivery to the Work site. Test results may represent a batch or a Day of production. An AASHTO-accredited laboratory shall perform the testing.
- e) Certified weighmaster certificates showing the net weight of each load of emulsified recycling agent, additives, emulsified asphalt (fog seal coat), and sand (sand cover) delivered to the Work site.
- f) On a daily basis during cold-in-place recycling operations, the Contractor shall submit:
 - 1) Quality control inspection records, sampling and test results.
 - 2) One, 2-quart sample of emulsified recycling agent from each load delivered to the Work site no later than 1 hour after samples are taken.
 - 3) Batch logs for cement or lime slurry production.
 - 4) Dilution data for emulsified asphalt.



- g) During supplemental compaction of the CIRACP surface, quality control inspection records, and sampling and test results.

903-1.3 Materials.

903-1.3.1 General. Materials include RAP generated from cold milling the asphalt concrete pavement to be recycled, emulsified recycling agent, additive, and water.

903-1.3.2 Reclaimed Asphalt Pavement (RAP). RAP shall be produced by cold milling the existing asphalt concrete pavement on roadways within the limits of the work. RAP shall be crushed and screened in accordance with 903-1.8.5.

903-1.3.3 Emulsified Recycling Agent. Emulsified recycling agent shall conform to the requirements shown in Table 903-1.3.3 (A).

TABLE 903-1.3.3(A): Emulsified Recycling Agent

	Test Method	Requirement	
		Minimum	Maximum
Tests on Emulsion			
Sieve test, % of weight sample	AASHTO T59 ¹	--	0.1
Residue by distillation, %	AASHTO T59 ¹	60	--
Rap Coating Test (min.)	AASHTO T59 ²	Good	
Tests on Residue by Distillation:			
Penetration at 25°C, 100g/5 sec (TV) (min.)	AASHTO T49 ^{2,4}	TV +/- 25 percent ³	
Absolute Viscosity at 60°C, pascal second (x10 ⁻¹) (TV) ⁴	AASHTO T2171	Report Only	

Notes:

1. Modify AASHTO T 59 - distillation temperature of 350°F with a 20-minute hold.
2. CIR mixture emulsified recycling agent and water application rates to be determined using Work site RAP in CIR mix design and submitted in the job mix formula.
3. Target value (TV) is determined for emulsified recycling agent chosen for use and submitted in the job mix formula.
4. Sieve residue from distillation on No. 20 sieve before determining viscosity.

Paving asphalt used to make the emulsified recycling agent shall conform to 203-1 of the SSPWC.

The emulsified recycling agent shall contain a latex polymer and a rejuvenating agent. The latex polymer shall conform to the requirements shown in Table 903-1.3.3 (B). The rejuvenating agent shall conform to the requirements shown in Table 903-1.3.3 (C).

TABLE 903-1.3.3(B): Latex Polymer

Test on Latex Polymer	Test Method	Requirement
Specific Gravity, min.	ASTM 1475	1.08
Tensile strength, die C dumbbell, psi, min.	ASTM D412 ⁵	500
Swelling in rejuvenating agent, % max. 48 hours exposure @ 104°F	ASTM D471 ⁶ Modified	40% intact film



Notes:

5. Tensile Strength Determination: Samples for testing for tensile strength in accordance with ASTM D412 shall be cut using a die dumbbell at a crosshead speed of 20 inches/min.
6. Latex Testing: Suitable substrate for film formation shall be polyethylene boards, silicone rubber sheeting, glass, or any substrate which produces a cured film of uniform cross-section. Polymer film shall be prepared from latex as follows:

Resistance to Swelling: Polymer films shall be formed by using a 50mil drawdown bar and drawing down 50 mils of the latex on polyethylene boards. Films shall be cured for 14 days at 75°F and 50% humidity. Samples for resistance to swelling in rejuvenating agent shall be 1" by 2" rectangles cut from the cured film. Cut at least 3 specimens for each sample to be tested for swelling. Fill 3- 8 oz ointment tins with at least a ½" deep of rejuvenating agent. Swelling samples shall be weighed and then placed in the ointment tins on top of the rejuvenating agent. Then, add at least another ½" deep of rejuvenating agent over each of the latex samples. The ointment tins shall be covered and placed in an oven at 104°F for the specified 48 hours +/- 15 minutes. The ointment tins are allowed to cool to 75°F and then the latex films are removed from the tins. Unabsorbed rejuvenating agent is removed from the intact latex film by scraping with a rubber policeman and blotting with paper towels. If the latex film does not remain intact during removal from the tins or while removing the unabsorbed rejuvenating agent the sample shall be rejected. After the rejuvenating agent is removed from the samples they are then weighed. Percent swelling is reported as weight increase of the polymer film; report mass increase as a percent by weight of the original latex film mass upon exposure of films to the recycling agent.

TABLE 903-1.3.3(C): Rejuvenating Agent

Test on Rejuvenating Agent	Test Method	Requirement
Viscosity, 140°F, CST	ASTM D2170	50-175
Flash Point, °F, COC	ASTM D92	380 Min.
Saturate, % by weight	ASTM D2006-70	30 Max.
Asphaltenes	ASTMD2872	1.0 Max.
Test on Residue		
Weight Change, %	ASTM D2872	6.5 Max.
Viscosity Ratio	ASTM D2170	3 Max.

903-1.3.4 Water. Water added shall be potable, clean, and free of deleterious concentrations of acids, alkalis, salts, sugar and other organic or chemical substances.

903-1.3.5 Additive. The additives, if so specified in the approved mix design, shall be Type II Portland cement or lime. Portland cement shall conform to 201-1.2.1 of the SSPWC.

Lime shall conform to the chemical requirements in ASTM C977 except it shall have a minimum of 90 percent available calcium oxide. Hydrated lime (dry or slurry), air slaked, by-product or waste lime is not permitted and will be rejected. Quicklime shall be supplied from a single source, protected from moisture until application, and sufficiently dry to flow freely when handled. Lime slurry shall be produced at the Work site.

The additive shall be incorporated into the CIRACP mix as determined by the CIRACP mix design.



903-1.3.6 Emulsified Asphalt. Emulsified asphalt for fog seal coat shall be CSS-1h, SS-1h or CQS-1h conforming to 203-3 of the SSPWC.

The Contractor shall submit a 1/2 gal sample of the emulsified asphalt in a plastic container. The Contractor shall take the sample from the distributor truck spray bar at midload.

903-1.3.7 Sand. Sand for sand cover shall conform to 200-1.5.3 of the SSPWC. Sand must not include organic material or clay.

903-1.4 Mix Design. The Contractor shall submit a mix design(s) in accordance with 2-5.3 and 903-1.2. The mix design(s) shall be prepared by laboratory accredited by AASHTO resource (formerly ARML), <http://www.aashtoresource.org>, and be signed and stamped by a State of California Registered Civil Engineer. The component materials used in the mix design(s) must be the same materials that will be used during CIRACP production and placement.

Based on the characteristics of the RAP taken from the work site, more than one mix design may be required.

The mix design procedure and resulting report shall conform to the following method:

METHOD OF TEST FOR DETERMINING THE PERCENT OF EMULSIFIED RECYCLING AGENT TO USE FOR COLD RECYCLING OF ASPHALT CONCRETE

1. SCOPE

This procedure is used to determine the percent and grade of emulsified recycling agent to use for recycling asphalt concrete when the cold method of recycling is used.

2. COLD MIX REQUIREMENTS

The recycled pavement mixture shall conform to the Mix Design Requirements as outlined in Table 1.

3. SAMPLING & PROCESSING OF EXISTING ASPHALT PAVEMENT MATERIALS

Samples obtained by coring:

Obtain sufficient RAP, approximately 400 lbs, to be used for mix design purposes. Obtain RAP samples from the areas to be recycled. It is recommended to take one core for each lane mile and where visual differences in the pavement are noticed.

If cores show significant differences in various areas, such as different type or thickness of layers between cores, then separate mix designs shall be performed for each of the pavement segments.

Cut cores to the depth specified for the cold recycling project.

Obtain representative sample of the RAP to be recycled and determine asphalt content of the RAP according to CT362 or CT379 or ASTM D2172 Method B.



Perform two mix designs, one for each grading, by recombining the RAP material in the laboratory in order to meet the gradation criteria shown in the following table.

Cold Recycling Gradation Requirements		
Sieve Size	Suggested Target	
	Medium Gradation	Coarse gradation
25-mm (1")	100	100
19-mm (¾")	95 ± 2	85 ± 2
4.75-mm (No. 4)	50 ± 2	40 ± 2
600-µm (No. 30)	10 ± 2	5 ± 2
75-µm (No. 200)	0.8 ± 0.3	0.3 ± 0.3

Determine gradation of the RAP after crushing and recombining by California Test CT 202 with the exception that drying of RAP samples to constant mass shall be performed at 104±4°F.

Samples obtained by milling:

Milled RAP from the areas to be recycled can be used as an alternative to cores.

Obtain sufficient RAP, approximately 400 lbs, to be used for mix design purposes.

Obtain representative sample of the RAP to be recycled and determine asphalt content of the RAP according to CT362 or CT379 or ASTM D2172 Method B.

Perform one mix design by crushing material greater than 1-inch and recombining the RAP material in the laboratory.

Determine gradation of the RAP after milling and crushing by California Test CT 202 with the exception that drying of RAP samples to constant mass shall be performed at 104±4°F.

4. MIXING

Specimen size:

Determine the amount that will produce a 2.4-inch to 2.6-inch tall specimen when compacting 4-inch diameter specimens with either the Marshall compactor based on 75 blows on each side or the gyratory compactor at 30 gyrations for stability testing.

Number of specimens:

Choose three emulsion contents that bracket the estimated recommended emulsion content for all stability testing outlined in Table 1. Select three emulsion contents in either 0.5% or 1.0% increments covering a range typically between 0.5% and 4.0% by dry weight of RAP.

Compact 6 samples at each emulsion content for stability testing, 3 for Marshall stability on cured samples and 3 for Marshall stability on cured samples for moisture conditioning.

Two specimens are required for Theoretical Maximum Specific Gravity according to CT309, Section J, with the exception that loose RAP mixture shall be cured in an oven at 140±2°F to constant weight but no more than 48 hours and no less than 16 hours. Constant weight is defined



as 0.05% change in weight in 2 hours. Do not break any agglomerates that do not easily reduce with a flexible spatula. Test both specimens at the highest emulsion content in the design and back calculate for the lower emulsion contents.

Add moisture that is expected to be added at the milling head, typically 1.5 to 3.0 percent.

If any cement is in the mixture, introduce the cement in a similar manner that they will be added during field production.

Mixing of test specimens shall be performed manually or with a mechanical bucket mixer or a combination of the two. Mix the RAP thoroughly with water first, then mix with emulsion. Mix at room temperature of $77\pm 4^{\circ}\text{F}$. One specimen shall be mixed at a time. Mixing time with emulsion should not exceed 60 seconds.

5. COMPACTION

Compact specimens after mixing. Compact specimens at room temperature of $77\pm 4^{\circ}\text{F}$.

Compact specimens with a Marshall compactor by applying 75 blows per side for stability testing using 4-inch molds or with a gyratory compactor at 30 gyrations for stability testing using 4-inch molds.

Do not heat molds or Marshall compaction hammer.

If paper disks are used, place paper disks on the top and bottom of the specimen before compaction and remove paper disks from specimens immediately after compaction.

6. CURING AFTER COMPACTION

Extrude specimens from molds after compaction without damaging the samples. Carefully remove paper disks if used.

Place specimens in $140\pm 2^{\circ}\text{F}$ forced draft oven with ventilation on sides and top. Place each specimen in a small container to account for material loss from the specimens. Cure compacted specimens at $140\pm 2^{\circ}\text{F}$ to constant weight but no more than 48 hours and no less than 16 hours. Constant weight is defined as 0.05% change in weight in 2 hours. After curing, cool specimens at ambient temperature a minimum of 12 hours and a maximum of 24 hours.

Perform same oven conditioning and volumetric measurements on moisture-conditioned specimens as on other specimens.

Perform moisture conditioning on 3 compacted samples at each emulsion content by applying a vacuum of 254 to 660 mm of Hg partial pressure for a time duration required to vacuum saturate samples to 55 to 75 percent. Saturation calculation shall be calculated by comparing saturated surface dry mass with dry mass in air determined. Soak moisture conditioned samples in a $77\pm 2^{\circ}\text{F}$ water bath for 23 ± 1 hours, followed by a 30 to 40 min soak at $104\pm 2^{\circ}\text{F}$.



7. MEASUREMENTS

Determine asphalt content of the RAP material to be recycled according to CT362 or CT379 or ASTM D 2172 Method B.

Determine bulk specific gravity of each compacted, cured and cooled specimen according to CT308, Method C.

Determine specimen heights according to CT308 Section D2e. Alternatively, the height can be obtained from the SGC readout if the gyratory compactor is used.

Determine maximum theoretical specific gravity, CT309, Section J, with the exception detailed in Section 4 of this document.

Determine air voids of the compacted and oven-cured samples at each emulsion content according to CT367 Part B.

Determine corrected Marshall stability by AASHTO T245 at $104\pm 2^{\circ}\text{F}$ after 2-hour temperature conditioning in a forced draft oven or by immersing in water bath for 30 to 40 minutes. This testing shall be performed at the same time that the moisture-conditioned specimens are tested.

Determine Marshall Retained Stability. The average moisture conditioned specimen strength divided by the average dry specimen strength is referred to as retained stability.

8. EMULSION CONTENT SELECTION

Choose the design emulsion content that optimizes the performance of the recycled asphalt concrete and meets the requirements listed in Table 1.

9. RAVELING TEST ON RECYCLED ASPHALT SPECIMENS

Determine raveling potential on recycled asphalt specimens in accordance with ASTM D 7196.

10. REPORT

The report shall contain the following minimum information: gradation of RAP, RAP asphalt content, recommended water content range as a percentage of dry RAP, optimum emulsion content as a percentage of dry RAP, amount of cement as a percentage of dry RAP, ratio of emulsion residue to cement, and corresponding density, air void level, Marshall stability, retained stability, compaction method used to determine any reported stability, and raveling at recommended moisture and emulsion contents. Include the emulsion and cement designation, company name and location; and residue content; and the cement designation, company name and location; and certificates of compliance for both.

903-1.5 Equipment.

903-1.5.1 General. The Contractor shall use a recycling train, designed and built specifically for the purpose of producing and constructing CIRACP utilizing the in-situ asphalt concrete pavement. The recycling equipment train shall be composed of the following.



903-1.5.2 Cold Milling Machine. The cold milling machine shall conform to 302-1.2 except the cutting drum shall be a minimum of 12 feet wide; and the machine shall be equipped with automatic depth and cross slope controls and capable of maintaining the cutting depth to within 1/4 inch of the depth shown on the Plans.

903-1.5.3 Crushing and Screening Equipment. Crushing and screening equipment shall be capable of producing RAP of the specified size (1-inch minus) before mixing with the emulsified recycling agent, and of routing all oversize material through the crusher and re-screening to the specified size.

903-1.5.4 Mixing and Proportioning Unit.

903-1.5.4.1 General. The mixing and proportioning unit shall be calibrated in accordance with California Test 109 such that it dispenses the required quantities of emulsified recycling agent, water, and recycling additives to produce a homogenous mixture of thoroughly and uniformly coated RAP of unchanging appearance.

903-1.5.4.2 Pugmill. The pugmill shall be continuous with an integrated microprocessor control system to control the weight of RAP being delivered to the mixing chamber; have automatic controls; be equipped with paddles of a type and arrangement to provide sufficient mixing and movement of RAP, emulsified recycling agent, and additives; and be configured such that no build-up of fines or other segregated material develops, and all ingredients entering at the feed end of the mixing chamber exit uniformly at the discharge end without clumping or resulting in a non-uniform mix.

903-1.5.5 Water Storage and Supply Equipment. Water storage and supply equipment shall serve as an independent, supplemental water source separate from the source of water for the cold milling machine. The supplemental water system shall be interlocked with the RAP control microprocessor. The water source for the emulsified recycling agent shall be independent of the cement or lime slurry.

903-1.5.6 Cement or Lime Storage and Supply Equipment. Cement or lime storage and supply equipment shall be equipped with agitators capable of keeping the cement or lime in suspension during transport or when held in the slurry feed tank. Cement and lime slurry shall be added directly to the pugmill or sprayed over the cold milling machine cutting teeth.

903-1.5.7 Distribution and Spreading. Distribution and spreading equipment shall be performed by operation of a self-propelled, track-equipped spreading and finishing machine ("track paver") conforming to 302-5.5 of the SSPWC equipped with a fully automatic screed control system.

The automatic screed control system shall be in operation at all times during placement. The system shall be either a contact (skid) or non-contact (sonic averaging) system. The skid shall be a minimum of 30-feet long, mounted on the side of the spreading and finishing machine which will receive the next mat of material, and placed in contact with the pavement surface. The sonic averaging system shall have a ski, a minimum of 24 feet long, mounted on the side of the spreading and finishing machine which will receive the next mat of material.

903-1.5.8 Rollers. Rollers shall conform to 302-5.6 of the SSPWC. A minimum of one pneumatic-tired roller weighing 25 tons and one vibratory, double steel drum roller weighing at least 10 tons shall be on the Work site and operated during placement. Rollers shall not be less than 5-1/2 feet



wide. Each roller shall have a working water spray system and working scrapers. The number of rollers used shall be consistent with the rate of CIRACP material being processed and placed.

903-1.6 Quality Control Program.

903-1.6.1 General. The Contractor shall implement a quality control program throughout the production and placement of CIRACP. The quality control program shall consist of the preparation and implementation of a Quality Control Plan.

903-1.6.2 Quality Control Plan (QCP). The QCP shall prepare and submit in accordance with 2-5.3 a QCP which includes the following:

- a) Name(s) of personnel responsible for quality control and their qualifications.
- b) Name(s) and qualifications of the independent testing laboratory and staff personnel to be assigned.
- c) Specific procedures to be following during CIRACP placement and production.
- d) The organization, responsible parties, and procedures to address quality control issues, the conditions when corrective actions are needed, and implementation of corrective actions when required.
- e) The inspection, sampling, testing, and reporting requirements specified in 903-1.6.3.
- f) A contingency plan for actions that will be taken to ensure that the Work site will be opened to traffic at the end of each Working Day or at the scheduled or specified time of re-opening.
- g) Equipment list, including manufacturer, model, and evidence of compliance with the requirements of 903-1.5.

The QCP shall include a contingency plan describing corrective actions to be taken in the event of equipment breakdown or other delays. Corrective actions shall include repairing the roadway using hot mix asphalt concrete pavement in accordance with 302-5 of the SSPWC and reopening the roadway to traffic at the end of normal working hours. Hot mix asphalt concrete pavement, when required, shall be C2-PG 64-10 conforming to 203-6 of the SSPWC.

The QCP shall contain copies of the forms that will be used to provide all required inspection records and sampling and testing results.

The Contractor shall provide an independent testing laboratory and personnel to perform quality control inspection, sampling, and testing. The testing laboratory and its personnel must be certified by Caltrans. The Engineer shall have unrestricted access to all information resulting from CIRACP mix design and quality control inspection, sampling, and testing activities.

The Quality Control Plan must be approved by the Agency prior to the start of CIRACP production and placement.

903-1.6.6 Inspection, Sampling, Testing, and Reporting. The Contractor shall perform quality control inspection, sampling, testing, and reporting as part of its Quality Control Program. The



basis of reporting to the Engineer shall be a Lot. A Lot shall be defined as 3,000 square yards or fraction thereof of CIRACP constructed during the same Day. The CIRACP mix design information shall be included on the form used to record and report the quality control measurements and calculations.

For each Lot, the Contractor shall measure or calculate, record, and report to the Engineer each Day the following:

- a) The actual recycle depth at each end of the milling drum at least once every 300 feet along the cut length.
- b) Length, width, depth of cut and calculated weight in tons of material processed.
- c) Weight of emulsified recycling agent added in tons.
- d) Percentage of added emulsified recycling agent by weight of the CIRACP mixture. The amount of emulsified recycling agent shall be within 0.5 percent of the value established in the CIRACP mix design. The percent shall be determined based on the ratio of emulsified recycling agent used to the theoretical dry weight of the RAP processed.
- e) Maximum particle size of the sized RAP prior to the addition of the emulsified recycling agent. If the RAP does not meet the allowable maximum particle size, the test results shall be reported immediately to the Engineer. Re-process the material or take other corrective actions to attain conformance.
- f) Wet field gradation test results for material passing the 1 inch through No. 4 sieves on the first and every fourth sample. Compare the sieved sample to the gradation band determined from the CIRACP mix design and adjust the emulsified recycling agent as needed.
- g) Maximum obtainable density used for relative compaction calculation.
- h) Nuclear gauge in-place density and relative compaction. Perform compaction testing within each Lot at 10 random locations. Relative compaction of the Lot shall be the average of the 10 locations divided by maximum obtainable density obtained in the test strip (as percent). Relative compaction of each of the 10 individual locations must be greater than or equal to 95 percent and less than or equal to 105 percent of the maximum obtainable density obtained in the test strip. Relative compaction of the Lot must be greater than or equal to 97 percent and less than or equal to 103 percent of the maximum obtainable density obtained in the test strip. Re-work or re-process any Lot not in conformance.
- i) Ambient and compacted recycled pavement surface temperatures.
- j) Maximum theoretical density under California Test 309 and void ratio (Report Only). On a daily basis during CIRACP operations, the Contractor shall take and split a sample of the CIRACP from a location approved by the Engineer. The samples shall be split into 2 parts and the containers labeled with the location and station. The Contractor shall submit 1 container to the Engineer and use the other for testing. The maximum theoretical density shall be determined in accordance with California Test 309. The maximum theoretical density shall be used to calculate the void ratio for each nuclear gauge site and



Lot. The Contractor shall report daily, quality control inspection records and sampling and test results.

- k) 12-foot straightedge measurements, both initial and after corrections
- l) Rate of fog seal coat application.
- m) Rate of sand cover application.

Some sections of the pavement being recycled may require field adjustment for optimum results. The Contractor shall adjust the rate of emulsified recycling agent, additives and water as necessary based on the coating, compaction and breaking properties of the emulsified recycling agent. For any changes made by the Contractor from one Lot to the next, the Contractor shall document the reason for the change and identify each Lot where such changes were made.

A new rolling pattern and a new maximum obtainable density shall be established if any of the following occurs:

- n) Relative compaction of any of the 10 individual locations is less than 95 percent or greater than 105 percent of the maximum obtainable density obtained in the test strip.
- o) Relative compaction of the Lot is less than 97 percent or greater than 103 percent of the maximum obtainable density obtained in the test strip.
- p) There are changes in RAP, or the CIRACP mixture or proportions.
- q) There are changes in placement equipment or procedures.
- r) There is a significant change in temperature or weather conditions or other environmental controlling factor.
- s) There is major displacement and/or cracking of the CIRACP mixture.

Should a change in the rolling pattern or additional rolling produce results that do not meet relative compaction requirements, additional test strips shall be constructed to determine the maximum obtainable density for the CIRACP mixture being produced, and the rates of emulsified recycling agents, additives, and water for the existing site conditions.

The Contractor shall perform inspection, sampling, and testing at a rate sufficient to ensure that the CIRACP mixture, placement, compaction and finish surface conform to the Specifications.

The Contractor shall maintain accurate records of all tests it performs as part of its Quality Control Program and shall make these records available to the Engineer upon request. The Contractor shall satisfy itself that its materials and workmanship, including those of its subcontractors and suppliers, are in conformance with the Contract Documents. The Contractor shall submit copies of all Quality Control tests it has performed to the Engineer for review prior to requesting the Agency to perform Quality Assurance testing.



903-1.7 Just-In-Time Training (JITT).

903-1.7.1 General. JITT is a formal joint training class on CIRACP materials, equipment, placement, compaction methods and quality control. JITT may be conducted as an extension of the Pre-Paving Conference at the Contractor's option. Construction operations for CIRACP shall not begin until the Contractor's personnel have completed the mandatory training.

903-1.7.2 Class Requirements.

903-1.7.2.1 General. The JITT class must be:

- a) At least 2 hours long.
- b) Completed within 7 Days before beginning CIRACP work.
- c) Conducted during normal working hours.

The following Contractor personnel shall complete JITT:

- d) The Contractor's project manager.
- e) The Contractor's Representative.
- f) The Contractor's paving foreman.
- g) The Contractor's paving equipment operators.
- h) Quality control staff.
- i) Testing technicians.

The following personnel will also be in attendance:

- j) The Engineer and other Agency staff.

The training class shall be conducted at a location convenient for both the Contractor and the Engineer. Personnel having attended CIR JITT in the last 12 months must submit certificates of completion when requesting exemption from attendance.

The JITT instructor shall be provided by the Contractor, and shall be experienced in the construction methods, materials, and test methods associated with construction of CIR projects. The JITT instructor shall not be an employee of the Contractor, any Subcontractor, or of the Agency. Upon completion of JITT, the instructor shall issue a certificate of completion to the participants.

The Contractor and the Engineer will mutually agree to the course instructor, course content, and training site. Just-In-Time Training shall not relieve the Contractor of responsibility under the Contract for the successful completion of the Work in conformance with the requirements of the Plans and Specifications.

903-1.7.2.2 Submittals. The Contractor shall submit the following to the Engineer a minimum of 21 Days prior to the scheduled date of the JITT:

- a) Name(s) of instructor(s) and their qualifications and work experience.
- b) Copy of course syllabus, handouts, and presentation materials.
- c) JITT facility location.
- d) Staff name, title, duties/assignment attending the JITT.



903-1.8 Production and Placement.

903-1.8.1 General. CIRACP operations shall neither start nor be performed during wet conditions, or if rain or cold conditions (less than 50°F) are forecast within a 48-hour period by the National Weather Service for the most representative and nearest location listed where the CIR is to begin and end. The forecast ambient temperature shall be a minimum of 60°F and rising throughout the recycling operation until initial compaction and protection operations have been completed for that Day's run. CIRACP operations shall cease if the actual ambient temperature drops below 60°F any time after an initial 3-hour window following start-up. CIRACP operations shall be completed at least 2 hours before sunset.

CIRACP damaged by inclement weather shall be replaced by the Contractor at the Contractor's expense as directed by the Engineer. The Contractor shall ensure that cold milling does not result in gaps of pavement which has not been recycled result along longitudinal edges nor in wedges created by the entry of the cold milling drum into the existing pavement. Longitudinal joints between successive cuts shall overlap a minimum of 4 inches.

903-1.8.2 Sequence of Work. The general sequence of work for production of CIRACP shall be as follows:

- a) Surface Preparation.
- b) Milling, crushing, and sizing.
- c) Mixing and proportioning.
- d) Spreading and initial compaction.
- e) Test Strip.
- f) Fog seal coat and sand cover.
- g) Curing and protection.
- h) Supplemental compaction.

903-1.8.3 Pre-Paving Conference. A minimum of 5 Working Days prior to the scheduled start of CIRACP placement and production, the Engineer will arrange a meeting with the Contractor's Representative, the Contractor's paving foreman, the CIRACP subcontractor, materials suppliers, and representatives of the Agency. The following will be discussed:

- a) CIRACP placement plan.
- b) Equipment.
- c) Rate of delivery/placement.
- d) Agency inspection.
- e) Traffic control.
- f) Other topics as may be proposed.

903-1.8.4 Roadway Surface Preparation. Prior to the start of CIRACP operations, the Contractor shall prepare the roadway surface by:

- a) Removing any dirt, vegetation, standing water, combustible materials, oils, raised pavement markers, and objectionable materials.
- b) Referencing the existing pavement profile and cross slope as shown on the Plans.
- c) Marking the proposed longitudinal cut lines on the existing roadway surface.



903-1.8.5 Cold Milling, Crushing, and Screening. The RAP shall be processed to 1-inch maximum size and be free of dirt, base, concrete or other deleterious materials.

Residual materials that cannot be completely removed from the processed RAP may be incorporated into the recycled mix upon approval of the Engineer after demonstration by the Contractor that such materials will not adversely affect the performance, appearance, or strength of the CIRACP. The existing pavement shall be cold milled to the depth shown on the Plans.

903-1.8.6 Mixing and Proportioning. Using a mass flow centrifugal type meter, the Contractor shall measure and weigh the emulsified recycling agent, and the cement or lime to be added into the RAP. The Contractor shall compare the amount of each additive against the amount reported in the approved CIRACP mix design or the adjusted amount approved by the Engineer. Each mixing and proportioning unit shall be calibrated in accordance with California Test 109. Water may be added by the milling machine to facilitate uniform mixing of the emulsified recycling agent and the RAP. Water added shall be measured and the rate of added water shall be between 0.5 and 5.0 percent of water added by weight of the recycled pavement mixture in accordance with the approved CIRACP mix design. The quantity of residual asphalt in the recycling agent incorporated into the final recycled pavement mixture shall not vary due to the addition of water.

903-1.8.7 Mixing and Spreading Cement and Lime.

903-1.8.7.1 General. Proportioning of cement or lime slurry may be accomplished by either continuous mixing or batch mixing. Cement or lime slurry may be added directly to the pugmill or may be sprayed over the cutting teeth of the milling machine at a rate specified in the approved CIRACP mix design. The Contractor shall provide the Engineer with daily batch logs.

Dry cement may be spread upon the existing asphalt concrete surface ahead of the recycling train at the rate specified in the CIRACP mix design. If cement is spread ahead of the milling operation, the distance between the spreader and the recycling equipment shall be reduced as necessary to prevent being blown off the surface during windy days. In no case, shall additives be allowed to remain exposed at the end of the Day. No traffic other than the recycling equipment shall be allowed to pass over the spread additive until the recycling operation is complete.

903-1.8.7.2 Proportioning Cement or Lime Slurry.

- a) **Continuous Mixing Proportioning.** The proportioning device must determine the exact ratio of water to dry lime or cement at each production rate. Rate-of-flow indicators and totalizers for like materials must be accurate within 0.5 percent of each other. The following method shall be used:
 - 1) A belt scale shall be used to weigh cement or dry lime. When the belt scale operates between 30 percent and 100 percent of production capacity, the average difference between the indicated material weight and the actual material weight shall not exceed 0.5 percent of the actual material weight for 3 individual runs. For any of the 3 individual runs, the indicated material weight shall not vary from the actual material weight by more than one percent of the actual material weight. Tests for belt scale accuracy must be for at least 0.5 tons of cement or lime. Actual material mass shall be weighed on a certified scale.
 - 2) A meter shall be used to measure water in the slurry. When the meter operates between 50 percent and 100 percent of production capacity, the average difference



between the indicated water weight and the actual water weight shall not exceed one percent of the actual weight for 3 individual runs. Tests for water meter accuracy must be for at least 300 gallons of water. Actual mass shall be weighed on a certified scale.

- 3) Meters and scales used shall be equipped with rate-of-flow indicators that show the delivery rates of cement or lime and water and resettable totalizers that indicate the total amounts of cement or lime and water introduced into the slurry storage tank. Individual feeds for water and cement or lime shall be equipped with no-flow devices that stop slurry production when either of the individual ingredients is not being delivered to the slurry storage tank.

b) **Batch Mixing Proportioning.** For batch-type proportioning for slurry production, the following method shall be used:

- 1) Cement or dry lime shall be weighed with a certified scale.
- 2) Water meter shall be equipped with a resettable totalizer. If an automatic controller is used to batch the cement or lime it shall also control the water proportioning. If an automatic controller is used to proportion the water the indicated draft of the water must be within one percent of its total draft weight. The water meter shall be tested for accuracy at least as often as 300 gallons of water used.
- 3) When the meter operates between 50 percent and 100 percent of production capacity, the average difference between the indicated water weight and the actual water weight shall not exceed one percent of the actual water weight for 3 individual runs.

903-1.8.8 Spreading. The CIRACP mixture shall not be placed in a windrow, it shall be deposited directly into the hopper of the track paver or into a surge volume/remix material transfer vehicle (MTV).

Immediately upon completion of the mixing and proportioning of the CIRACP mixture, the mixture shall be spread in one continuous pass without segregation to the lines and grades shown on the Plans. The wings of the track paver shall be emptied regularly to minimize segregation as well as to prevent buildup. Handwork of CIRACP shall be minimized while spreading.

Based on the ambient temperatures, weather conditions, and type of emulsified recycling agent used, the Contractor shall determine and record the time intervals between spreading and compacting of the CIRACP. The final time interval shall be recorded in the daily quality control documents.

903-1.9 Compaction.

903-1.9.1 General. Upon completion of the spreading operations, the CIRACP shall be graded and compacted to the depth, lines and grades shown on the Plans. Areas inaccessible to rollers shall be compacted to the required density by other equipment approved by the Engineer.

903-1.9.2 Initial Compaction and Initial In-Place Density. Initial compaction operations shall start no more than 15 minutes behind the track paver unless otherwise approved or directed by the Engineer. Compacting of the CIRACP shall follow the rolling pattern established on the test strip and verified by the Engineer.



Rolling shall be performed in a manner that results in starting and stopping taking place on previously compacted material.

The CIRACP mat shall be continuously observed during compaction. If moisture cracking occurs under the vibratory compaction mode, the vibrators shall be turned off and static rolling only performed. If moisture cracking continues under static steel drum rolling, compaction shall cease, the mat allowed to further cure in order for additional moisture to escape, and pneumatic-tired rolling commenced, followed by steel drum rolling to iron out irregularities. This procedure shall be followed until there is no longer any displacement of the mat produced by rolling.

The selected rolling pattern shall be followed unless changes in the CIRACP mixture or placement conditions occur and a new rolling pattern is established. Rolling that causes cracking, major displacement and/or any other type of pavement distress shall be discontinued until such time as the problem can be resolved. Discontinuation and commencement of rolling operations shall be at the discretion of the Engineer.

The Contractor shall ensure that aggregate from the CIRACP mixture does not stick to the drums or wheels of the rollers. Water shall be uniformly applied to the wheels and drums, along with mechanical means to keep aggregate from sticking. Sufficient water shall be applied to keep rollers and tires clean, but not so much that water pools or ponds on the recycled surface.

The final compacted surface of the CIRACP mixture shall be free of ruts, bumps, indentations, raveling, irregularities, or segregation. The smoothness of the finished surface shall be checked regularly during placement using a 12-foot long straightedge. The smoothness shall not vary more than 3/8 inch from a 12-foot straightedge placed on the surface. Areas that vary from the lower edge by more than 0.01 foot when the straight edge is laid parallel with the centerline, or more than 0.02 foot when the straightedge is laid perpendicular to the centerline and extended from edge to edge of a traffic lane, shall be corrected by reworking, re-compaction, or removal and replacement. The correction method chosen by the Contractor must be approved by the Engineer before starting any corrective work.

Corrected areas must be uniform rectangles with edges that are parallel to the nearest AC pavement edge or lane line; or perpendicular to the pavement centerline.

903-1.10 Test Strip.

903-1.10.1 General. A test strip of a single lane width and a minimum of 1,500 feet in length located within the limits of the CIRACP work shall be constructed on the first Working Day of CIRACP operations. The test strip section shall:

- a) Demonstrate that the equipment, materials, processes, and proposed job mix formula (mix design) is capable of producing and constructing a CIRACP that conforms to the requirements of these Specifications;
- b) Establish the optimal rates for emulsified recycling agents, additives, and water recommended for the reclaimed asphalt pavement;
- c) Determine the effect on the CIRACP mixture at various forward speed rates, drum rotation rates of the cold milling or mixing equipment; and



- d) Establish the sequence and manner of rolling necessary to achieve the maximum obtainable density using a compaction rolling pattern developed in the field by the Contractor and reviewed by the Engineer. A rolling pattern for compaction shall be defined as that which produces no increase in density on successive nuclear density tests for any additional passes of the compaction equipment once the maximum density pattern has been identified ("breakover point"). The Contractor shall prepare a rolling vs. density chart that shows the progress of densification from initial lay down through maximum obtainable density at the "break over point."
- e) The Contractor shall determine relative compaction on the quantity within the test strip by nuclear gauge density (ASTM D2950). If the relative compaction within the test strip does not meet the density requirements, the Contractor shall construct additional test strips as necessary to determine the maximum density obtainable.

Upon completion of the test strip, the Contractor shall provide a report to the Engineer with the following information:

- f) Length, width, and depth of milling and calculated weight in tons of material processed.
- g) Weight of emulsified recycling agent added in tons.
- h) Percentage of added emulsified recycling agent in the CIRACP mixture by weight.
- i) Percentage of recycling additive in the CIRACP mixture by weight.
- j) Maximum particle size of the RAP before the addition of the emulsified recycling agent.
- k) Maximum obtainable density used for relative compaction calculation.
- l) Nuclear gauge in-place density and relative compaction at 10 random locations.
- m) A rolling vs. density chart that shows the progress of compaction from initial laydown through maximum obtainable density at the "break over point".
- n) Ambient and compacted recycled pavement surface temperatures.
- o) Maximum theoretical density determined in accordance with California Test 309 and void ratio (Report Only).

903-10.2 Approval. CIRACP work shall proceed upon the approval of the test strip by the Engineer. Test strips that fail, or do not demonstrate or fulfill the requirements shall be re-worked, re-compacted, or removed and replaced. The Contractor shall determine the corrective actions to be taken, discuss the adjustments or changes with the Engineer, and obtain approval from the Engineer before proceeding. If adjustments are made, the Contractor shall construct a new test strip to define the maximum density.

The Contractor shall use the same equipment, materials, and construction methods for the remainder of CIR operations, unless adjustments are made by the Contractor and approved by the Engineer.



903-1.11 Fog Seal Coat and Sand Cover. After initial compaction has been achieved, and prior to opening the CIRACP to traffic, the Contractor shall apply a fog seal coat to the CIRACP surface which shall be composed of emulsified asphalt diluted with water at a ratio not to exceed 1:1 unless otherwise approved by the Engineer. The application rate of the fog seal coat shall be between 0.08 and 0.12 gallon per square yard. Immediately following application of the fog seal, the CIRACP surface shall be covered with sand at a rate of 1.0 to 2.0 pounds per square yard. The exact rate will be determined by the Contractor. Excess sand shall be removed from the CIRACP surface by sweeping.

The Contractor shall not start fog seal activities when precipitation is forecasted during the application and curing period.

The Contractor shall cover drainage inlets and manholes during the application of seal coat, tack coat, slurry seal or fog seal.

The Contractor shall submit a 1/2 gal sample of the emulsified asphalt in a plastic container. The Contractor shall take the sample from the distributor truck spray bar at midload.

The Contractor shall apply the fog seal coat when the ambient air temperature is above 40°F.

The Contractor shall apply sand immediately after the emulsified asphalt application. Sand must comply with the material specifications for fine aggregate in accordance with section 200-1.5.3 of the SSPWC. Sand must not include organic material or clay.

903-1.12 Curing, Protection, and Maintenance. CIRACP shall cure in-place until supplemental compaction may commence as determined in accordance with the following:

- a) Prior to the start of cold milling, record the moisture content of the existing asphalt concrete every 2,500 feet of each lane to be recycled using a nuclear gauge. Mark the adjacent curb or shoulder where each reading was taken.
- b) During recycling, calculate the percentage of hydrocarbons in the moisture content for each location where a reading was taken by logging the percentage of engineered emulsion used in the CIR mixture and subtracting out the percentage of water in the engineered emulsion.
- c) After a minimum of 3 Days without rainfall, record the moisture content of the CIRACP at each marked location using the same nuclear gauge.
- d) If the reading obtained in "c" above is less than the sum of the following, supplemental compaction may commence:
 - Moisture content percentage recorded in "a" above plus the percentage of hydrocarbons in the moisture content determined in "b" above, plus 2 percent.
- e) Supplemental compaction may commence after 10 Days without rainfall.

The Contractor shall protect and maintain the CIRACP free from nuisance water, other deleterious substances, and/or any other damage. Damaged areas shall be excavated to the depth directed by the Engineer and/or filled and compacted with new C2-PG 64-10 asphalt concrete conforming to 203-6. Damaged areas shall be repaired and loose particles on the surface removed by sweeping prior to the placement of the asphalt concrete surface course or seal coat.



903-1.13 Supplemental Compaction. Supplemental compaction shall be conducted after the CIRACP has cured and prior to any smoothness testing or placement of a new asphalt concrete surface course.

The Contractor shall construct a test strip on the first Day of supplemental compaction operations. The test strip shall be a single lane in width and at least 1,500 feet in length. The test strip must demonstrate the sequence and methods of rolling necessary to determine the maximum obtainable density. A rolling pattern for compaction shall be defined as that which produces no increase in density on successive nuclear density tests for any additional passes of the compaction equipment once the maximum density pattern has been identified ("break over point").

For each Lot, compaction testing at 10 random locations shall be conducted and the in-place density and relative compaction obtained. The relative compaction of the Lot using the average of the in-place density of the 10 locations and the maximum obtainable density from the supplemental compaction test strip shall be determined and recorded.

Relative compaction of each of the 10 individual locations shall be greater than or equal to 95 percent and less than or equal to 105 percent of the maximum obtainable density obtained in the test strip. Relative compaction of the Lot must be greater than or equal to 97 percent and less than or equal to 103 percent of the maximum obtainable density obtained in the test strip. Nuclear density testing shall be repeated throughout the time final compaction is being completed to verify that the final compaction is being achieved. Care shall be taken not to over compact the CIRACP. The Contractor's qualified technician shall be on site and observing all final compaction efforts, monitoring density gauge readings, and approving areas as they reach maximum density.

For each Lot, the Contractor shall measure or calculate and record the following information:

- a) Length and width.
- b) Maximum theoretical density used for compaction calculation.
- c) Nuclear gauge in-place density and relative compaction at 10 random locations.
- d) Relative compaction for the Lot.
- e) Ambient temperature and surface temperature of compacted CIRACP.
- f) Average in-place density and relative compaction.

If the relative compaction does not meet requirements, the Contractor shall construct additional test strips as necessary to determine the maximum obtainable density for the in-place CIRACP.

The Contractor shall measure or calculate and record the following information:

- g) Length and width of CIR surface processed.
- h) Maximum obtainable density.
- i) Nuclear gauge in-place density and relative compaction at 10 random locations.



- j) A rolling vs. density chart that shows the progress of densification from initial laydown through maximum obtainable density at the "break over point".
- k) Ambient and compacted recycled pavement surface temperatures.

Upon approval of the test strip by the Engineer, the supplemental compaction may begin. Compaction shall cease if the equipment and process fail to meet the requirements for a test strip. If the test strip fails, the Contractor shall re-work, re-compact, or remove and replace the test strip and discuss and document corrective actions to be taken with the Engineer before proceeding.

903-1.14 Measurement. CIRACP will be measured by the square yard of finished surface for each thickness shown on the Plans. CIRACP outside the limits shown on the Plans will not be measured for payment. Test strips conforming to the requirements of these Specifications will be included in the quantity measured for payment.

Emulsified recycling agent will be measured by the ton. ***The quantity in the Bid is based on a content of 3 percent.*** The basis of payment shall be the net weight of emulsified recycling agent used to produce CIRACP complete in-place. The Contractor shall furnish the Engineer with certified weighmaster certificates showing the weight of each load delivered to the Work site and the weight remaining on the Work site after completion. Payment will be made for the difference between the weight delivered to the Work site and the weight of emulsified recycling agent remaining on the Work site after completion of CIRACP. The provisions of 3-2.2.2 and 3-2.2.3 of this contract shall not apply to this Bid Item.

903-1.15 Payment.

Payment for CIRACP will be made at the Contract Unit Price for " 4" COLD IN PLACE RECYCLING"

The Contract Unit Price shall include preparing and implementing a quality control program, mix design, sampling and testing, JITT including payment for the instructor and training materials, producing and placing CIRACP, constructing and reconstructing test strips, re-working material in overlapping adjacent milled widths, fog seal coat, protection and maintenance of the CIRACP, and other incidental and appurtenant work for which no separate Bid item is listed in the Bid.

No payment will be made for test strips which have been rejected or for removal of rejected test strips.

Payment for emulsified recycling agent will be made at the Contract Unit Price per ton for "EMULSIFIED RECYCLING AGENT." The Contract Unit Price shall include furnishing and incorporating the emulsified recycling agent into the CIRACP.

No separate payment will be made for any corrective actions to repair the roadway using hot mix asphalt concrete pavement in the event of equipment breakdown.

