



# AGENDA REPORT

SAN CLEMENTE CITY COUNCIL MEETING  
Meeting Date: October 6, 2020

Agenda Item 6H

Approvals:

City Manager CS

Dept. Head TB

Attorney \_\_\_\_\_

Finance GR

**Department:** Public Works / Engineering  
**Prepared By:** Ziad Y. Mazboudi, Deputy Public Works Director

**Subject:** **CONSTRUCTION CONTRACT AWARD TO A&Y, INC. FOR ON CALL STREET MAINTENANCE & PAVEMENT REPAIR SERVICES, PN 21304 AND PAVEMENT REPAIRS FOR WATER AND SEWER DIVISIONS**

**Fiscal Impact:** Yes. The estimated total project cost of \$500,000 is within the approved combined budget amount of \$500,000, \$300,000 from CIP and \$200,000 from Utilities Operations water and sewer.

**Summary:** Staff recommends that the City Council approve a construction contract with A&Y, Inc. in an amount not to exceed \$500,000 for the purpose of on call street maintenance and pavement repair services, PN 21304 and pavement repair for water and sewer divisions.

**Background:** This project includes various repairs citywide, throughout the year, such as asphalt and concrete repairs. These repairs are ones that cannot wait for a project to be implemented the following year, could result in risk of injury if not repaired swiftly or could result in further damage to the infrastructure.

**Discussion:** A request for proposal was advertised on 8-20-20 requesting proposals for on call street maintenance and pavement repairs. Four proposals were received and were evaluated based experience, ability to support City needs and unit prices. A&Y, Inc. from Norco, Ca was selected following review and evaluation. Proposals provided unit prices for various construction activities that could be needed throughout the year. Staff checked references of A&Y, Inc. and received excellent reviews from various sources. Following selection of A&Y, Inc., staff negotiated and mutually agreed on unit prices for the proposed activities.

The current combined approved project budget is \$500,000.

This budget includes the following:

As Needed Pavement Repairs:PN 21304:	\$300,000
Pavement Repairs for water division:	\$100,000
Pavement Repairs for sewer division	\$100,000

The plan is to provide the contractor with a list of repairs and locations every couple of months to perform. The contract does not commit the City to a total amount of work but commits the contractor to unit prices for the requested type of work.

The contract may be renewed up to two (2) additional terms, in one (1) year increments for total possible of three (3) terms. The City retains the sole option to offer to renew the contract for an additional term.

As required by City Policy and State Law, the Contractor will be required to provide performance and payment bonds simultaneously with execution of the construction contract (see Attachment 3). A warranty bond will also be required prior to City Council acceptance of the project. Project plans and specifications are on file in the City Clerk's office.

**Recommended**

**Action:** STAFF RECOMMENDS THAT the City Council:

1. Approve and authorize the Public Works Director/City Engineer to execute, Contract No. \_\_\_\_\_, by and between the City of San Clemente and A&Y, Inc. in the amount of \$500,000, for the On Call Street Maintenance and Asphalt Repair, PN 21304 and pavement repair for water and sewer divisions.

**Attachments:** 1. A&Y, Inc. Unit Price List  
2. Agreement

**Notification:** None.

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## RATE PROPOSAL SHEET

**For ON-CALL STREET MAINTENANCE & PAVEMENT REPAIR  
SERVICES, PN 21306 and Pavement Repairs for the Water and  
Sewer Divisions**

## UNIT PRICES

Compensation for work shall be according to the bid items listed below. For items not listed below the Caltrans labor rates shall be used as a basis. For labor and equipment not listed in Caltrans guidelines, the agencies past experience along with contractor back up will be used as a basis for negotiation with the Contractor. With the exception of emergency services rates or project costs will be agreed upon prior to authorization of task.

Item No.	Item Description	Unit	Unit Price
1	Mobilization per cycle	%	5
2	Traffic Control and temporary striping per cycle	EA	\$1,000.00
3	Changeable Message Sign	EA	\$1,200.00
4	Posting streets for temporary "No Parking" every 75 ft on delineator	EA	\$15.00
5	Sawcut for street section removal	LF	\$5.00
6	Remove existing Street section at various locations	CY	\$178.00
7	Construct HMA III-C2 PG 64-10-R0 at removal locations. Typical 1" more than existing. Varies.	Tons	\$230.00

Item No.	Item Description	Unit	Unit Price
8	Place and compact crushed miscellaneous base on subgrade in over excavation locations.	Tons	\$35.00
9	Furnish Neenah Foundry Co. R-1575 Manhole Frame and Lid set	Set	\$1,500.00
10	Remove and Replace Monhole Frame and Cover with Neenah Foundry Co. R- 1575 Frame and Lid	EA	\$450.00
11	Adjust water valve can to final grade per City Std. W-4	EA	\$350.00
12	Adjust storm drain or sewer manhole to grade per City standard S-3.	EA	\$750.00
13	Set and Adjust Water Meter Box	EA	\$25.00
14	Set and Adjust Traffic Signal Pull Box	EA	\$25.00
15	Remove Curb and gutter	L.F.	\$25.00
16	Construct Curb and gutter	L.F.	\$70.00
17	Remove sidewalk/curb ramp	S.F.	\$12.00
18	Construct sidewalk	S.F.	\$20.00
19	Remove Cross Gutter / Spandrel	S.F.	\$20.00
20	Construct Cross Gutter / Spandrel	S.F.	\$35.00
21	Install 3" or 4" PVS Sch40 Curb Drain	L.F.	\$30.00
22	Grind Depressed Curb at Curb Ramp	L.F.	\$20.00
23	Grind Gutter Flowline – 4" wide	L.F.	\$20.00
24	Grind Sidewalk – 8" wide	L.F.	\$30.00

Item No.	Item Description	Unit	Unit Price
25	Construct curb ramp	S.F.	\$30.00
26	Construct Detectable Warning Surface, Cast-in Place	S.F.	\$50.00
27	Construct Detectable Warning Surface, Surface Applied	S.F.	\$50.00
28	Construct variable height retaining curb (0"-6")	L.F.	\$35.00
29	Construct variable height retaining curb (6"-12")	L.F.	\$40.00
30	Remove driveway approach	S.F.	\$15.00
31	Construct residential driveway approach (6")	S.F.	\$30.00
32	Construct commercial driveway approach (8")	S.F.	\$35.00
33	Furnish steel plates	S.F.	\$10.00

## **AGREEMENT FOR CONSTRUCTION OF PUBLIC WORKS**

This Agreement for Construction of Public Works (On Call Street Maintenance & Pavement Repair Services, PN 21304 and Pavement Repairs for Water and Sewer Division) (the "Agreement") is made and entered into on this \_\_\_\_ day of \_\_\_\_\_, 2020, between the City of San Clemente, a California municipal corporation, (the "City") and A&Y, Inc. ("Contractor") (collectively referred to as the "Parties").

### **RECITALS**

- A. The City of San Clemente has adopted the Uniform Public Construction Cost Accounting Procedures Act (Public Contract Code § 22000 et seq.), (the "Act") and has selected Contractor pursuant to the procedures authorized by the Act.
- B. City desires to have Contractor perform and Contractor desires to provide the public works of improvement described within this Agreement.
- C. The City is entering into this contract for work to be performed, for compensation in the amount of \$500,000.00.

### **COVENANTS**

Based upon the foregoing Recitals and in consideration for the mutual promises and covenants contained herein, the Parties agree as follows:

#### **SECTION 1: SCOPE OF WORK.**

Contractor agrees to perform all tasks necessary to construct and/or install or cause to be constructed and/or installed the Work identified in the Plans and Specifications for On Call Street Maintenance & Pavement Repair Services, and Pavement Repairs for Water and Sewer Division), City Project No. 21304 in accordance with the terms and conditions contained both herein and in all other Contract Documents.

#### **SECTION 2: INTENT OF CONTRACT DOCUMENTS.**

The intent of the Contract Documents is to prescribe a complete work of improvement which Contractor shall perform or cause to be performed in a manner acceptable to the Engineer and in full compliance with all codes and the terms of this Agreement. Contractor shall complete a functional or operable improvement or facility, even though the Contract Documents may not specifically call out all items of work required for the Contractor to complete its tasks, incidental appurtenances, materials, and the like. If any omissions are made of information necessary to carry out the full intent and meaning of the Contract Documents, Contractor shall immediately seek approval of the Engineer for furnishing detailed instructions. Further, prior to commencing performance of any work hereunder, Contractor shall cooperate with and assist the City to identify

and make any refinements to the description and scope of the work that may be necessary to achieve City's goals hereunder. In the event of any doubt or question arising regarding the true meaning of any of the Contract Documents or any portion thereof, reference shall be made to the Engineer whose decision thereon shall be final.

### **SECTION 3: TERMS AND CONDITIONS OF PERFORMANCE.**

All work performed under this Agreement shall comply with the current edition of that document entitled "Standard Specifications For Public Works Construction," published by Building, News, Inc. (the "Standard Specifications"), which is incorporated herein by this reference as if set forth in full, except the following provisions of the Standard Specifications are hereby amended as follows:

A. Section 1-2 of the Standard Specifications, entitled "Definitions," is hereby amended as follows:

"Agreement" - This signed Agreement for Construction of Public Works as well as all Contract Documents.

"Board" - The City Council of the City of San Clemente or its designee.

"Contract Documents" - include but are not limited to: the Contract Addenda (which pertain to the contract documents), notice inviting bids, instruction 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 conditions; permits from other agencies; the Project Specifications, the Special Provisions; the Plans; the Standard Plans; Standard Specifications, Reference Specifications; and all modifications issued by City after the execution of the Contract, and all of the exhibits to this Agreement which are incorporated herein by this reference as if set forth in full.

B. Section 2-4 of the Standard Specifications entitled "Security," is hereby amended to read in its entirety as follows:

#### 2.4 Security and Indemnity.

##### 2-4.1 Security to Guarantee Performance and Payment.

At the time Contractor executes this Agreement, Contractor shall furnish to City bonds, letters of credit, or other security acceptable to City in City's sole and absolute discretion (hereinafter "Security Instruments") as follows:

- (i) A Security Instrument securing Contractor's faithful performance of all of the Works of Improvement in the amount of one hundred percent (100%) of the estimated construction costs (the "Faithful Performance Security Instrument").

- (ii) A Security Instrument guaranteeing the payment to subcontractors and other persons furnishing labor, materials, and/or equipment with respect to the Works of Improvement in an amount equal to one hundred percent (100%) of the estimated construction costs (the "Labor and Materials Security Instrument").

This Agreement shall not be operative until such Security Instruments are supplied to and approved by City in accordance herewith.

#### 2-4.2 Security Instrument For Warranty Period.

In addition to the Security Instruments referenced in paragraph 2-4.1 above, prior to the City Council's acceptance of the Work and recordation of a Notice of Completion, Contractor shall deliver a Security Instrument warranting the accepted Work for a period of one (1) year following the date of acceptance (the "Warranty Period"), with the amount of such Security Instrument to be equal to twenty-five percent (25%) of the estimated construction cost or a suitable amount determined by the Engineer (the "Warranty Security Instrument"). In lieu of delivering a Warranty Security Instrument, Contractor may elect to utilize its Faithful Performance Security Instrument to warrant the Work for the Warranty Period, in which case the City shall continue to hold the Faithful Performance Security Instrument for the Warranty Period. Contractor shall be deemed to have elected to utilize its Faithful Performance Security Instrument for the Warranty Period if Contractor has not delivered a Warranty Security Instrument to the City prior to the City Council's acceptance of the Work.

#### 2-4.3 Release of Security Instrument.

City shall release the Faithful Performance Security Instrument upon Contractor's written request after acceptance of the Work and Contractor's delivery of the Warranty Security Instrument. City shall release the Labor and Materials Security Instrument upon Contractor's written request after the Work has been accepted and after passage of the time within which lien claims are required to be made pursuant to Article 3 (commencing with Section 3114) of Chapter 2 of Title 15 of Part IV of Division 3 of the California Civil Code. If any lien claim or claims have been timely filed, City shall hold the Labor and Materials Security Instrument until such claim or claims have been resolved, Contractor has provided a statutory bond, or otherwise as required by applicable law. City shall release the Warranty Security Instrument upon Contractor's written request after the expiration of the warranty period, provided no claims are outstanding at that time regarding defective work.

#### 2-4.4 Form of Security Instruments.

All Security Instruments shall meet the minimum requirements of Code of



Civil Procedure Section 995.660 as specified below, and otherwise shall be in a form acceptable to the City Attorney:

- (i) Any insurance company acting as surety shall be authorized to transact surety insurance in the state of California, shall demonstrate to the satisfaction of the City that its assets exceed its liabilities in an amount equal to or in excess of the amount of the bond, and shall provide to the City the following:
  - (a) The original, or a certified copy of the unrevoked appointment, power of attorney, bylaws, or other instrument entitling or authorizing the person who executed the bond to do so;
  - (b) A certified copy of the certificate of authority of the insurer issued by the Insurance Commissioner;
  - (c) A certificate from the clerk of the Orange County Clerk of the Court that the certificate of authority of the insurer has not been surrendered, revoked, canceled, annulled, or suspended or, in the event that it has, that renewed authority has been granted; and
  - (d) Copies of the insurer's most recent annual statement and quarterly statement filed with the Department of Insurance;
- (ii) Payments under the Security Instrument shall be required to be made (and, with respect to bonds, litigation shall be required to be instituted and maintained) in the County of Orange, State of California;
- (iii) Each Security Instrument shall have a minimum term of one (1) year after the deadline for Contractor's completing the Work, in accordance with paragraph 2.1 herein;
- (iv) The Security Instrument shall reference Contractor's obligations under this Agreement, shall be irrevocable, and shall include as an additional secured obligation the responsibility to compensate City for all of City's attorney's fees and litigation expenses reasonably incurred in enforcing its rights under the Security Instrument.

#### 2-4.5 Indemnity.

Contractor shall indemnify, defend, and hold harmless City and City's officers, employees, and agents and the Redevelopment Agency of the City of San Clemente and its officers, employees, and agents from and against any and all

claims, demands, liabilities, losses, obligations, damages, causes of action, or any proceedings of any kind or nature, including without limitation worker's compensation claims, in any way arising or alleged to arise out of Contractor's performance or failure to perform the Work described herein. Said indemnity obligation shall apply to personal injury, death, property damage, economic loss, and any other monetary damage or penalty to which City may be subjected, whether or not the injury, damage, or loss is covered by insurance.

C. Section 6-8 of the Standard Specifications, entitled "Completion and Acceptance," is hereby amended to read in its entirety as follows:

6-8 Completion and Acceptance, Defective Work.

6-8.1 Completion.

Contractor shall make an initial request for final inspection after initial completion of the Work. After inspection, the Engineer will inform the Contractor, in writing, of all items found by Engineer to be incomplete or not in compliance with this Agreement. After the Contractor has completed these items, the procedure for final inspection shall then be the same as specified above for the Contractor's initial request for final inspection. If after two (2) "final" inspections, items are found by Engineer to be incomplete or not in compliance with this Agreement or any of the requirements contained or referenced herein, City may require Contractor, as a condition of City performing further field inspections, to submit to the Engineer a detailed written statement of the work performed subsequent to the date of the previous inspection at which such items were found to be incomplete or not in compliance with this Agreement.

The Parties shall follow the above steps until such time as Engineer determines that the Work has been satisfactorily completed in accordance with all terms and condition of this Agreement. Upon such determination, City shall order recordation of the Notice of Completion.

6-8.2 Acceptance.

Thirty-five (35) days after the Notice of Completion is recorded (or in the event of any lien claims are filed against the Project arising out of Contractor's activities hereunder, on such date Contractor has finally satisfied, discharged, or obtained a release of such claim), City shall accept Contractor's Work.

6-8.3 Defective Work.

Contractor shall repair, reconstruct, replace or otherwise make acceptable any and all Work found by Engineer to be defective or not in accordance with the Agreement. Final acceptance of the Work shall not constitute a waiver by City of any defective work subsequently discovered.

D. Section 7-2.2 of the Standard Specifications, entitled "Labor," is hereby amended to add, to the end of the first paragraph:

The Contractor shall not employ, or permit to be employed, any undocumented aliens (i.e., persons who are not citizens or nationals of the United States) to perform any portion of the Work.

E. Section 7-3. of the Standard Specifications, entitled "Liability Insurance," is hereby amended to read in its entirety as follows:

Contractor shall furnish to City a policy or certificate of liability insurance indicating compliance with the following minimum insurance requirements within ten (10) working days after Contractor's receipt of the Notice of Award and Contractor shall maintain such insurance in effect during the entire term of this Agreement:

- A. Workers' compensation insurance as required under Section 7-4 of the Standard Specifications.
- B. Comprehensive general liability, personal injury and property damage liability, contractual liability, independent contractor's liability, and automobile liability insurance, with minimum combined liability limits of One Million Dollars (\$1,000,000) per occurrence for all covered losses, and Two Million Dollars (\$2,000,000) in the aggregate. Any deductible or self-insured retention in excess of Five Thousand Dollars (\$5,000) shall be declared to the City and requires the prior approval of the City's Risk Manager. Each such policy of insurance shall:
  - (1) Be issued by a good and solvent insurance company reasonably acceptable to the City which company holds a current policyholder's alphabetic and financial size category rating of not less than A VIII, according to the current Best's Key Rating Guide or a company of equal financial stability which is approved in writing by City's Risk Manager;
  - (2) Name and list on the Certificate of Insurance and the Endorsement as additional insureds the City and its officers, employees, and agents and, if the City's Risk Manager so requires, the City of San Clemente Redevelopment Agency and its officers, employees, and agents (an endorsement shall accompany the insurance certificate naming such additional insureds);
  - (3) Specify that it acts as primary insurance and that no insurance held or owned by City (or if applicable, the Redevelopment Agency)

shall be called upon to cover a loss under said policy;

- (4) Contain a clause substantially in the following words: "It is hereby understood and agreed that this policy of insurance may not be cancelled or materially changed except upon thirty (30) days prior written notice to City of such cancellation or material change as evidenced by a return receipt for a registered letter;"
- (5) Cover the operations of Contractor pursuant to the terms of this Agreement; and
- (6) Be written on an occurrence and not a claims made basis.

Except as provided for in Subsection 6-10 of the Standard Specifications, Contractor shall save, keep, and hold harmless City, its officers, and agents from all damages, costs or expenses in law or equity that may at any time arise or be set up because of damages to property, or a personal injury received by reason of or in the course of performing work, which may be caused by any willful or negligent act or omission by Contractor, any of Contractor's employees or agents, or any subcontractor. City will not be liable for any accident, loss or damage to the Work prior to its completion and acceptance except as provided for in Subsection 6-10.

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

F. Section 7-8.6 of the Standard Specifications, entitled "Water Pollution Control," is hereby amended to read in its entirety as follows:

7-8.6 Water Pollution Control.

If applicable, Contractor shall be required, at its sole expense, to obtain coverage under the NPDES General Construction Permit and comply with all terms and conditions thereto. Information regarding this permit can be obtained from the State Water Board's website at:  
[http://www.swrcb.ca.gov/water\\_issues/programs/stormwater/construction.shtml](http://www.swrcb.ca.gov/water_issues/programs/stormwater/construction.shtml). In addition, the Contractor shall comply with the City of San Clemente's Municipal Code Section 13.40, entitled Storm Water Runoff Control Ordinance. Contractor is required to employ and maintain Best Management Practices (BMPs) consistent with the Storm Water Runoff Control Ordinance, Sections 7 & 8 of the City's Local Implementation Plan, and the most recent version of the Countywide Construction Guidance Manual. All reference documents are available on the City's website or by calling the Environmental Section at (949) 361-6143.

G. Section 9-3.2 of the Standard Specifications, entitled "Partial and Final Payment," is hereby amended to read in its entirety as follows:

### 9-3.2 Partial and Final Payment.

As a condition of receiving monthly progress payments, Contractor shall, prior to the tenth of the month, submit to City an invoice specifying the work performed during the previous month and Contractor's allocated dollar value for that work.

Within fifteen (15) days of receipt of the invoice, the Engineer shall make an approximate measurement of the work performed to the closure date and as basis for making monthly payments, estimate its value based on Contract Unit Prices or as provided for in Section 9-2 of the Standard Specifications (the "Progress Estimate"). When the Work has been satisfactorily completed, the Engineer will determine the quantity of work performed and prepare the final estimate.

Within fifteen (15) business days of the City's approval of the Engineer's Progress Estimate, Contractor shall receive partial payments in the amount of the Progress Estimate less five percent (5%) which will be deducted and retained by the City. Notwithstanding the foregoing, the total retention proceeds retained by the City shall not exceed five percent (5%) of the total Contract amount.

Notwithstanding anything herein to the contrary, in the event any of Contractor's insurance as required pursuant to this Agreement or any of the Contract Documents expires during the term of this Agreement, City shall withhold any payment due to Contractor hereunder until such time as Contractor obtains replacement insurance that meets all of the applicable requirements hereunder and submits certificates and endorsements evidencing such insurance to City.

Notwithstanding anything herein to the contrary, (i) the limitations on retention shall not apply to amounts withheld or deducted from payment as liquidated damages pursuant to Section 6-9 of the Standard Specifications; and (ii) no progress payment made to the Contractor or its sureties will constitute a waiver of liquidated damages under Section 6-9 of the Standard Specifications.

Contractor shall not be entitled to any payments over and above the Unit Price or the total Contract Price.

As provided in Sections 10263 and 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.

## **SECTION 4: MISCELLANEOUS.**

### **4.1 No Duty to Third Parties.**

This Agreement is intended to benefit only the Parties hereto. This Agreement is not intended to and does not create any liability or obligation or duty to any person, group, or entity not a Party to this Agreement. Neither City nor Contractor intend to create any third party beneficiary rights in this Agreement in any Contractor, Subcontractor, member of the general public, or any other person, group or entity.

#### **4.2 Notice.**

Every notice, demand, request, or other document or instrument delivered pursuant to this Agreement shall be in writing, and shall be either personally delivered, sent by Federal Express or other reputable overnight courier, sent by facsimile transmission with the original subsequently delivered by other means, or sent by certified United States mail, postage prepaid, return receipt requested, to the addresses set forth below, or to such other address as a Party may designate from time to time:

To City: City of San Clemente  
City Hall  
910 Calle Negocio  
San Clemente, CA 92673  
Attention: City Manager  
cc: City Engineer  
Telephone: (949) 361-8322  
Fax: (949) 361-8285

To Contractor: A&Y, Inc.  
1613V industrial Avenue  
Norco, Ca 92860  
Attention: Al Giese, President  
Telephone: (951) 538-8696

#### **4.3 Rights and Remedies are Cumulative.**

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the Parties are cumulative and the exercise by either Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other Party.

#### **4.4 Legal Action.**

Any Party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement.

**4.5 No Partnership.**

The Parties to this Agreement renounce the existence of any form of joint venture or partnership between them and agree that nothing contained in this Agreement or in any document executed in connection with this Agreement shall be construed as making the Parties joint venturers or partners.

**4.6 Entire Agreement.**

This Agreement constitutes the entire understanding and agreement of the Parties and integrates all of the terms and conditions mentioned herein or incidental hereto with respect to the subject matter hereof, and supersedes all negotiations or previous agreements between the Parties with respect to all or part of the subject matter hereof.

**4.7 Amendment.**

This Agreement may be amended in writing at any time by the mutual consent of the Parties. No amendment shall have any force or effect unless executed in writing by the Parties.

**4.8 Objective Construction.**

This Agreement reflects the negotiated agreement of the Parties. Accordingly, this Agreement shall be construed as if all Parties jointly prepared this Agreement and no presumption against one Party or the other shall govern the interpretation or construction of any of the terms of this Agreement by virtue of the preparation or authorship of this Agreement.

**4.9 Waivers.**

All waivers of the provisions of this Agreement shall be in writing and signed by the appropriate authorities of the Party to be charged. No waiver shall be effective unless it is in writing and signed as required herein.

**4.10 Severability.**

If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of the Agreement shall continue in full force and effect, unless and to the extent that the rights and obligations of any Party would be materially altered or abridged by such interpretation.

**4.11 Applicable Law.**

This Agreement shall be construed and enforced in accordance with the laws of the State of California. Any and all actions filed by any Party to enforce any rights or obligations created by this Agreement shall be filed in a court of competent jurisdiction in the State of California.

**4.12 Attorneys' Fees.**

In the event of any legal action arising out of: (1) disputes concerning whether the Work performed conforms with the Plans and Specifications; (2) disputes concerning whether the Work performed is defective; or (3) disputes concerning enforcement of warranty obligations, the prevailing Party in such action shall be entitled to recover its reasonable costs and expenses, including without limitation reasonable attorneys' fees and costs. Attorneys' fees shall include attorneys' fees on any appeal, and in addition, a Party entitled to attorneys' fees shall be entitled to all other reasonable costs for investigating such action, including the taking of depositions and discovery, and all other necessary costs incurred in the litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to final judgment.

**4.13 Reasonableness.**

Each of the Parties and its agents, employees, attorneys, and consultants shall act reasonably in exercising any rights and taking any actions pursuant to this Agreement.

**4.14 Corporate Authority.**

The persons executing this Agreement on behalf of the Parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said Parties and that, by so executing this Agreement, the Parties hereto are formally bound to the provisions of this Agreement.

**SECTION 5: LABOR CODE COMPLIANCE.**

**5.1 Registration Requirement.**

Pursuant to Labor Code section 1771.1, no contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations. Furthermore, Contractor is hereby notified that no contractor or subcontractor may be awarded a contract for public work on a public works project unless registered with the Department of Industrial Relations. By signing this Agreement Contractor certifies that Contractor, and all subcontractors, hold current and valid registrations with the Department of Industrial Relations.

**5.2 Compliance Monitoring.**

Pursuant to Labor Code section 1771.4, Contractor is hereby notified that this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

End of Text



CITY OF SAN CLEMENTE

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

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

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

ATTEST:

\_\_\_\_\_  
CITY CLERK of the City of  
San Clemente, California

Approved as to form  
BEST BEST KRIEGER:

\_\_\_\_\_  
City Attorney

APPROVED AS TO AVAILABILITY  
OF FUNDING

By: \_\_\_\_\_  
Finance Authorization

\_\_\_\_\_  
("CONTRACTOR")

License Number: \_\_\_\_\_

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

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

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

WORKER'S COMPENSATION INSURANCE CERTIFICATION

On Call Street Maintenance & Pavement Repair Services, and Pavement Repairs for  
Water and Sewer Division  
City Project No. 21304

Sections 1860 and 1861 of the California Labor Code require every Contractor to whom a Public Works Agreement is awarded to sign and file with the Awarding Body the following statement:

"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."

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

A&Y, Inc.  
Contracting Firm

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Address

CERTIFICATE THAT NO WORKERS' COMPENSATION INSURANCE  
IS REQUIRED (ALTERNATE /IF APPLICABLE)

I hereby certify that Contractor has no employees, that no employees will perform services with respect to the Project that it is the subject of this Agreement, and, accordingly, that no workers' compensation insurance need be maintained pursuant to applicable provisions of law. Contractor hereby agrees to indemnify, defend, and hold harmless the City of San Clemente and all of its officials, employees, and agents from and against any and all claims, liabilities, and losses relating to personal injury or death, economic losses, and property damage arising out of Contractor's failure to provide such worker's compensation insurance.

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

A&Y, Inc.  
Contracting Firm

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Address

\_\_\_\_\_

WARRANTY FORM

On Call Street Maintenance & Pavement Repair Services, and Pavement Repairs for  
Water and Sewer Division  
City Project No. 21304

We hereby guarantee to the City of San Clemente the work that we have constructed for a period of one (1) year after the date of acceptance.

We agree that if any of the equipment should fail due to any reason other than improper maintenance or improper operation, if any pipe or appurtenances should develop leakage, or if any settlement of fill or backfill occurs, or should any portion of the work fail to fulfill any of the requirements of the Specifications, we will, within five (5) days after written notice of such defects, commence to repair or replace the same together with any other work which may be damaged or displaced in so doing.

In the event of our failure to comply with the above mentioned conditions within a reasonable time after being notified, or should the exigencies of the case require repairs or replacements to be made before we can be notified or respond to notification, we do hereby authorize the City of San Clemente to proceed to have the defect repaired and made good at our expense, and we will pay the cost therefor upon demand.

The warranty provided herein shall not be in lieu of, but shall be in addition to any warranties or other obligations otherwise imposed by the Contract Documents and by law.

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

A&Y, Inc.  
Contracting Firm

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Address

\_\_\_\_\_



AGREEMENT FOR CONSTRUCTION OF PUBLIC WORKS  
On Call Street Maintenance & Pavement Repair Services, PN 21304  
And Pavement Repairs for Water and Sewer Division

Exhibit 1

Request for Proposal

The Request for proposal is an integral part of the Agreement



REQUEST FOR PROPOSALS  
FOR  
ON-CALL STREET MAINTENANCE &  
PAVEMENT REPAIR SERVICES

PN 21304

Issued: August 6, 2020

Response Due: August 20, 2020

Mailing/ Drop-Off Information:

City of San Clemente

Attn: Ziad Mazboudi

910 Calle Negocio, Suite 100

San Clemente, CA 92673

[Mazboudiz@san-clemente.org](mailto:Mazboudiz@san-clemente.org)

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**City of San Clemente**  
**Request for Proposals**  
**ON-CALL STREET MAINTENANCE AND**  
**PAVEMENT REPAIR SERVICES**  
**PN 27306**

**1. OBJECTIVE AND GENERAL INFORMATION**

The City of San Clemente ("City") seeks proposals from experienced and qualified licensed (A) Contractors for on-call street maintenance and pavement repair services and will receive such proposals via Planet Bids – the City's online bidding program by the date and time specified in the legal notice.

Responses must conform with the requirements of this Request for Proposal ("RFP"). The City reserves the right to waive any irregularity in any proposal or to reject any proposal, which does not comply with this RFP. Modifications to the RFP, including, but not limited to the scope of work, can be made only by written addendum issued by the City. Selection of the proposer will be made solely by the City on criteria determined by the City. Selection of Contractors will be based on qualifications necessary to perform on-call street maintenance and pavement repair services.

Although the selected Contractor will provide a proposal that includes costs for all items of work listed in the Bid Form in Exhibit B, the City reserves the right to separately bid any item of work or portion thereof and have the work completed by a different Contractor. If the City chooses to separately bid any item of work or portion thereof to be completed by a different Contractor, there will be no change to the unit costs set forth in the Pricing Form and contractor will only be paid for actual quantities performed. By submitting a project proposal, the proposer agrees to all of the terms of the RFP and Agreement, unless exceptions to the RFP or Agreement are stated by the proposer in its project proposal. The successful proposer will be required to enter into an Agreement which will include the requirements of this RFP as well as other requirements. The City reserves the right to reject any proposal(s) exceptions or changes to the Agreement or Request for Proposal.

The City's finances operate on a fiscal year from July 1 to June 30.

The City's principal contact will be Ziad Mazboudi, Deputy Public Works Director.

Mailing/ Drop-off Location Address:

City of San Clemente  
Engineering Division  
Attn: Ziad Mazboudi  
910 Calle Negocio, Suite 100

San Clemente, California, 92673  
[Mazboudiz@san-clemente.org](mailto:Mazboudiz@san-clemente.org)

**This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. No contractor or subcontractor may be listed on a bid proposal for a Public Works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. No contractor or subcontractor may be awarded a contract for public work on a Public Works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.**

## 2. PROPOSAL SCHEDULE

The proposed schedule is as follows:

- RFP Issued Date: August 6, 2020
- RFP Due Date: August 20, 2020, at 4:00 p.m.

## 3. PROJECT DESCRIPTION AND CONTRACT DETAILS

The City's street maintenance and pavement repairs requires professional knowledge of the full range of asphalt and concrete work. The scope of services includes all work necessary to perform street maintenance, concrete work including sidewalk removal and replacement, curb and gutter removal and replacement, other concrete flatwork and on-call pavement repairs. The selected Contractor will work closely with the City's Inspector.

All work shall be in accordance with the Greenbook 2018 edition or the latest version of the Greenbook and in accordance with the City of San Clemente standards (considered part of this request for proposal by reference)

## 4. TERM AND DETAILS OF CONTRACT

The first term of this contract shall run by fiscal year, so starts when contracts is executed and ends on June 30<sup>th</sup> of each year. The contract may be renewed up to two (2) additional terms, in one (1) year increments for total possible of three (3) terms. The City retains the sole option to offer to renew the contract for an additional term. If the City intends to offer a renewal for an additional term, the notice shall be sent approximately (60) calendar days prior to the end of the current term. A renewal is contingent upon acceptance of the offer by both Parties. Award of contract is no guarantee that any or all terms will be awarded.

The contract is for up to \$500,000 in services per term. The City does not guarantee that the full amount or any amount will be awarded. The City does not guarantee that annual contract renewal options will be exercised.

Initial task shall include work for up to \$150,000 plus an additional list of locations and repairs for up to \$50K to be provided every 2-3 months. Additional repair work may be requested in between cycles.

The designated City Representative(s) shall have sole authority to approve all phases of the project including the quality of work and shall not authorize payment until in his or her opinion the work has been satisfactorily completed.

## 5. CONTRACTOR REQUIREMENTS

Contractors participating in the RFP process must meet the following minimum qualifications in order to be considered:

- The CONTRACTOR will be financially sound company primarily engaged in professional asphalt repairs and maintenance in the State of California.
- Have successfully completed a minimum of three (3) projects of comparable size and scope to this project, within the past five (5) years with references provided in the proposal.
- The CONTRACTOR shall provide all supervision, labor, equipment, technical expertise, safety equipment, and service operations to complete the project. All work shall be performed under the supervision of a qualified superintendent or foreman. All services shall be performed expeditiously with skill and care, and shall complete the services within each and all of the time periods.
- The CONTRACTOR's personnel shall conduct themselves in a professional manner at all times. Personnel shall be courteous, neat in appearance, and wear visible CONTRACTOR identification including all personal protection equipment. All equipment shall display their company identification, including any subcontractors.
- CONTRACTOR shall comply with all licensing requirements of the State of California, County of Orange, and City of San Clemente. The Contractor shall hold a valid (A) license and meet all current licensing and registration requirements as required by the State of California Contractor State License Board (CSLB).
- The CONTRACTOR and SUBCONTRACTOR must be registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5
- Comply with the California Fair Employment and Housing Act and all other State, Federal and local laws including, but not limited to, those prohibiting discrimination, on account of race, color, national origin, sexual orientation, religion, age, marital status, gender or disability.
- Obtain all permits necessary to complete the Project if any is necessary.
- The CONTRACTOR shall have or obtain a business license from the City of San Clemente prior to beginning work.
- The selected CONTRACTOR will be required to sign the attached Standard Agreement in Appendix A. There will be no negotiation on the language of the attached Standard Agreement.

- All work shall conform to City of San Clemente noise ordinances unless authorized by designated City representative.
- As required by Article 2 of Chapter I of Part 7 of Division 2 of the California Labor Code, the CONTRACTOR and all subcontractors shall pay not less than the prevailing rate of wages to all workmen employed in the execution of this Contract as ascertained and adopted by the State of California, Director of Industrial Relations pursuant to the Labor Code. Copies of such prevailing rate of wages are on file in the Office of the Clerk of the Board, which copies shall be made available to any interested party on request. The CONTRACTOR shall post a copy of such determination at each job site. As provided in Section 1775 of the California Labor Code, the CONTRACTOR shall, as a penalty to the Owner, forfeit \$50.00 for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director for such work or craft in which such worker is employed for any public work done under the Contract by it or by any subcontractor under it.
- The CONTRACTOR shall ensure all CONTRACTOR personnel comply with all relevant OSHA, Cal/OSHA, and Labor and Industries work safety regulations at all times they are on the project site. CONTRACTOR is responsible for implementing confined space entry procedures in accordance with all relevant laws and regulations.

## 6. SCOPE OF WORK AND REQUIREMENTS

### A. CONSTRUCTION PERIOD AND REQUIREMENT

The first term of this contract shall run until the end of the fiscal year (June 30) during which the Contract is executed. Award of contract is no guarantee that any or all terms will be awarded. The contract may be renewed up to two (2) additional terms, in one (1) year increments for total possible of three (3) terms. The City retains the sole option to offer to renew the contract for an additional term.

### B. COORDINATION

Contractor shall accommodate City representative who will be monitoring Contractor's activities.

### C. WORK HOURS

Generally standard work hours shall occur between the hours of 8:00 am to 4:00 pm, Monday through Friday unless authorized by a City representative. Night work working hours are between 9:00 pm and 5:00 am.

### D. HEALTH AND SAFETY

All work shall be done in a safe, workmanlike manner. Work performed, methods, and equipment used shall be in conformance with the prevailing State and Federal Occupational Safety and Health Act. Costs from delays and losses due to Contractor operations not in conformance to these acts, or stoppages by OSHA inspectors or the designated representative, as a result of non-conformance, shall be solely borne by the

Contractor. Contractor shall comply with all State, County or City health directives during operation.

#### E. LICENSES

Contractor must possess the following contractor licenses:

- Class B Driver's License and
- Class A General Engineering
- City of San Clemente business license

#### F. CONSTRUCTION WATER

A permit for use of water is required. The Contractor shall be responsible to make proper arrangements for metering from the appropriate water agency (City of San Clemente or other). Contractor shall provide all necessary piping, backflow, and appurtenances to convey water to the work site. The costs of water required including dust control shall be compensated by the City plus 10%.

#### G. TRAFFIC CONTROL

The Contractor shall be responsible, during all phases of the work to provide for public safety and convenience. Operations shall be conducted in such a manner as to cause as little inconvenience as possible to the abutting property owners.

Convenient access to driveways, houses and buildings along the line of work shall be maintained.

Some asphalt repairs will be on main arterial roadways and may require extensive traffic control. Contractor will provide all traffic control necessary to complete these services. The Contractor shall follow City of San Clemente, County of Orange (where applicable), Work Area Traffic Control Handbook (WATCH), and Caltrans Standards and Procedures. Traffic control, such as lane closures, signage, etc. must be coordinated and approved for review with the City's representative.

Contractor shall obtain permits from Caltrans where applicable. The Contractor must then fill out the paperwork for the Caltrans Permit and pay the associated fee after the work has been performed. Caltrans permit fees shall be compensated by the City plus 10%.

#### H. RAILROAD

The Contractor shall be responsible for obtaining and abiding by the encroachment permit from Southern California Regional Rail Authority (SCRRA) where it owns the railroad right-of-way prior to work commencing. The width of their right-of-way varies. SCRRA requires the Contractor to deposit an estimated amount of reimbursable costs; attend railroad safety training, provide evidence of liability insurance naming SCRRA and other rail users as additional insured; and to meet other conditions determined by SCRRA to be necessary to protect SCRRA's real property and railroad operations. All costs associated

with the permit shall be compensated by the City plus 10%. SCRRA may require flag protection and costs for flag protection shall be borne by the Contractor.

Contractor shall attend SCRRA's 2-hour Contractor Safety Training (CST) and shall submit to the City proof of completion of the SCRRA's CST course prior to Notice to Proceed. The Contractor shall pay all costs of the classes.

Contractor shall be responsible for any damage to SCRRA's roadbed, tracks, SCRRA's trains and equipment, SCRRA's catenary wires and supports, and any other SCRRA's property, resulting from use, occupancy, or presence of Contractor, employees or agents, or subcontractors on or about the construction site.

#### I. STORMWATER POLLUTION CONTROL

The Contractor shall exercise every reasonable precaution to prevent the discharge of any material which is not solely stormwater (i.e., rain) to the storm drain system. Non-allowable discharges include, but are not limited to, eroded soil from stockpiles or disturbed earth on-site, concrete and concrete washout water, sawcut slurry, fuel, oil, and other vehicle fluids, solid wastes, and construction chemicals. Contractor shall incorporate any necessary Best Management Practices, BMPs, such as protection of catch basin, vacuuming of water during sawcutting, etc., during performance of his operation. Cost of the incorporation of BMPs shall be included in the cost of operation and no additional compensation shall be provided by the City.

The Contractor will be responsible for the complete cleanup of all material that is discharged from the project in violation of the Discharge Rules. Should the Contractor fail to promptly and effectively clean up such discharges, City may cause the cleanup to be performed by others, the costs to be deducted from any monies due or to become due the Contractor.

#### J. SUBCONTRACTORS

The Contractor may utilize the services of specialty subcontractors on those parts of the work that, under normal contracting practices, are performed by a specialty subcontractor. It is understood that at least 50% of the work to be performed shall be performed by the Contractor. Any subcontractor used must adhere to the same terms as the Contractor. The Contractor shall be fully responsible to the City for the performance of their subcontractor, and of person either directly or indirectly employed by them.

### 7. INSURANCE REQUIREMENTS

7.1 The CONTRACTOR shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the

CONTRACTOR, his agents, representatives, employees or sub-contractors. All sub-contractors shall be required to comply with the applicable insurance provisions. The maintenance of proper coverage is a material element of the contract and failure to maintain or renew coverage or to provide evidence of renewal may be treated by the City as a material breach of contract.

#### 7.2 Minimum Insurance Requirements

The CONTRACTOR will be required to provide insurance in accordance with the attached Agreement included in Appendix A.

### 8. MAINTENANCE OF RECORDS AND ACCOUNTING

The CONTRACTOR shall maintain, during the Project implementation time and for a period of three (3) years after completion of the Project, accurate and organized records of all costs of any type and all services performed for the Project. City will have the right at any time, including during the performance of all Phases of the Project to audit and copy all such records.

### 9. RESPONSE REQUIREMENTS

#### 9.1 Format, Due Date, Submittal Quantities:

All CONTRACTORS are required to follow the format specified below. The content of the proposal must be clear, concise, and complete. Each section of the proposal shall be presented according to the outline shown below to aid in expedient information retrieval.

**Four (4) copies of the proposal shall be delivered no later than 4:00 P.M. on August 20, 2020, to:**

Mailing/ Drop-off Location:

City of San Clemente  
Attn: Ziad Mazboudi, Deputy Public Works Director  
910 Calle Negocio, Suite 100  
San Clemente, California 92673  
[Mazboudiz@san-clemente.org](mailto:Mazboudiz@san-clemente.org)

Please note that faxed copies will not be accepted. Also note that incomplete proposals, incorrect information, or late submittals may be cause for immediate disqualification. The City reserves the right to amend the Project Information prior to the date that proposals are due. Amendments to the Project Information shall be added to PlanetBid. **All contractors must register on PlanetBid to receive Amendments to this RFP.** The City reserves the right to extend the date by which the proposals are due.



## 9.2 Contents:

Sealed proposals submitted in response to this Project Information shall be in the following order and shall include:

### 9.2.1 General Information

- Executive Summary
- Include a one- to two-page overview that highlights CONTRACTOR approach and CONTRACTOR's commitment to meet or exceed the City's objectives.
- Identification of each CONTRACTOR member.
- Legal name and address.
- If company is wholly owned subsidiary of a "parent company," identify the "parent company."
- Addresses of offices located in Orange County, if any.
- Number of employees in Orange County.
- Name, title, address and telephone number of person to contact concerning the proposal.

### 9.2.2 Experience and Technical Competence

Describe CONTRACTOR's experience in completing similar projects. Include at least three (3) successfully completed projects of similar nature within the past five (5) years with name of Owner's Project Manager, phone numbers, project type and total value of completed services. Identify any specific projects and include in your client references where this team has worked together.

### 9.2.3 Ability to Accomplish the Work

- Discuss lines of communications for implementing on-call construction activities.
- Discuss the team's ability to complete the services requested including: crack sealing, asphalt repair work and concrete work.
- Discuss your company's ability to meet the 2-hour emergency call out response time
- Provide description of your company's safety policy, record, and how it would be implemented on this job.
- Detailed list of equipment types and capabilities that might be used during the course of the contract.
- Project Organization and Key Personnel
- Provide an overview that addresses the contractor's organization, key personnel and general staffing.
- Safety
- CONTRACTOR and SUBCONTRACTORS shall submit their experience modification rate (EMR) for the previous three years.

- If the CONTRACTOR and/or SUBCONTRACTOR are not able to provide the required information, the CONTRACTOR and/or SUBCONTRACTOR will be required to affirmatively state so, and explain why.

#### 9.2.4 Minimum Contractor Qualifications

- CONTRACTOR submitting qualifications must include a contractor who possesses the applicable California Contractor's license Class A.
- Registered with the State of California Department of Industrial Relations.
- Schedule of Rates and Fees
- CONTRACTOR shall complete the attached Unit Price Sheet and Contractor Information in Appendix B and include with their proposal in a separate sealed envelope.

#### 9.2.5 Exceptions to Project Information

The CONTRACTOR shall certify that it takes no exceptions to the Project Information including the Sample Agreement included in Appendix A.

### 10. PUBLIC DISCLOSURE

10.1. All proposals submitted in response to this Project Information become the property of the City and public records, and as such may be subject to public review. Under the California Public Records Act (California Government Code Section 6250 et seq.) records in the custody of a public entity generally have to be disclosed unless the information being sought falls into one or more of the exemptions to disclosure set out in Government Code Sections 6254 through 6255. The cover letter of the proposal should contain a paragraph that states whether or not CONTRACTOR believes that its proposal does or does not contain information that falls into one of the exemptions of Government Code Sections 6254 through 6255 and whether or not CONTRACTOR considers such information to be confidential.

10.2 In the absence of a declaration, City may be obligated to disclose proposal to any party that requests it. Regardless of assertions of confidentiality, proposal contents may still be disclosed if City, or a court with jurisdiction, determines that such proposal is a public record requiring disclosure.

### 11. PROPOSAL SELECTION PROCESS

11.1 Award will be based on best value not lowest responsible respondent. Proposals will be considered only in their entirety. The City reserves the right to reject any or all proposals without qualifications, to select a Contractor based on proposals received without interview, and to negotiate specific requirements and costs using the selected proposal as a basis. City reserves the right to discuss and negotiate scope, costs, and schedule as needed. At any time prior to the City of San Clemente executing a Contract with the selected CONTRACTOR, if that CONTRACTOR cannot meet any of the RFP conditions, the City of San Clemente has the option of selecting another CONTRACTOR. Contracts will be awarded in accordance with the San Clemente Municipal Code.

12. PROPOSAL EVALUATION CRITERIA

12.1 Selection of the CONTRACTOR will be based on best ability to respond quickly with appropriate capabilities. Proposals will be evaluated based on best value as determined multiple factors including but not limited to: location, staffing, equipment, past experience, reputation, safety rating, and bond rating.

13. CONTRACT TERMS AND CONDITIONS

13.1 Issuance of this Project Information does not commit City to award a contract, or to pay any costs incurred in the preparation of a response to this request. City retains the right to reject any or all submittals. Selection is dependent upon the negotiation of a mutually acceptable contract with the successful CONTRACTOR. No modifications to the standard contract language will be granted.

13.2 Each submittal shall be valid for not less than one hundred and twenty (120) days from the date of receipt.

13.3 All insurance shall be provided at the sole cost and expense of the firm selected, unless the requirement is modified or waived by the City. City reserves the right to modify the insurance limits or to substitute project insurance during contract negotiations.

14. ADDITIONAL SERVICES/PURCHASES BY OTHER PUBLIC AGENCIES

14.1 The Bidder by submitting a bid acknowledges that other public agencies may seek to "Piggy- Back" under the same terms and conditions during the effective period of any resulting contract services and/or purchases being offered in this bid/bid for the same prices and/or terms being proposed. The successful Bidder has the option to agree or disagree to allow contract Piggy-Backs on a case-by-case basis. Before a public agency is allowed to Piggy-Back any contract, the agency must first obtain the Bidder's approval. Without the Bidder's approval, the seeking agency cannot Piggy-Back.

The City of San Clemente looks forward to receiving a proposal from your company. If you have any questions regarding this information, please contact:

Ziad Mazboudi, Deputy Public Works Director

Phone: (949) 361-6127

Email: [Mazboudiz@san-clemente.org](mailto:Mazboudiz@san-clemente.org)

**APPENDIX A**  
**Agreement for Construction of**  
**Public Works**

## AGREEMENT FOR CONSTRUCTION OF PUBLIC WORKS

This Agreement for Construction of Public Works  
( \_\_\_\_\_ ) (the "Agreement") is made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between the City of San Clemente, a California municipal corporation, (the "City") and \_\_\_\_\_ ("Contractor") (collectively referred to as the "Parties").

### RECITALS

- A. The City of San Clemente has adopted the Uniform Public Construction Cost Accounting Procedures Act (Public Contract Code § 22000 *et seq.*), (the "Act") and has selected Contractor pursuant to the procedures authorized by the Act.
- B. City desires to have Contractor perform and Contractor desires to provide the public works of improvement described within this Agreement.
- C. The City is entering into this contract for work to be performed, for compensation in the amount of \$( \_\_\_\_\_ ).

### COVENANTS

Based upon the foregoing Recitals and in consideration for the mutual promises and covenants contained herein, the Parties agree as follows:

#### SECTION 1: SCOPE OF WORK.

Contractor agrees to perform all tasks necessary to construct and/or install or cause to be constructed and/or installed the Work identified in the Plans and Specifications for \_\_\_\_\_, City Project No. \_\_\_\_\_ in accordance with the terms and conditions contained both herein and in all other Contract Documents.

#### SECTION 2: INTENT OF CONTRACT DOCUMENTS.

The intent of the Contract Documents is to prescribe a complete work of improvement which Contractor shall perform or cause to be performed in a manner acceptable to the Engineer and in full compliance with all codes and the terms of this Agreement. Contractor shall complete a functional or operable improvement or facility, even though the Contract Documents may not specifically call out all items of work required for the Contractor to complete its tasks, incidental appurtenances, materials, and the like. If any omissions are made of information necessary to carry out the full intent and meaning of the Contract Documents, Contractor shall immediately seek approval of the Engineer for furnishing detailed instructions. Further, prior to commencing performance of any work hereunder, Contractor shall cooperate with and assist the City to identify and make any refinements to the description and scope of the

work that may be necessary to achieve City's goals hereunder. In the event of any doubt or question arising regarding the true meaning of any of the Contract Documents or any portion thereof, reference shall be made to the Engineer whose decision thereon shall be final.

### **SECTION 3: TERMS AND CONDITIONS OF PERFORMANCE.**

All work performed under this Agreement shall comply with the current edition of that document entitled "Standard Specifications For Public Works Construction," published by Building, News, Inc. (the "Standard Specifications"), which is incorporated herein by this reference as if set forth in full, except the following provisions of the Standard Specifications are hereby amended as follows:

A. Section 1-2 of the Standard Specifications, entitled "Definitions," is hereby amended as follows:

"Agreement" - This signed Agreement for Construction of Public Works as well as all Contract Documents.

"Board" - The City Council of the City of San Clemente or its designee.

"Contract Documents" - include but are not limited to: the Contract Addenda (which pertain to the contract documents), notice inviting bids, instruction 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 conditions; permits from other agencies; the Project Specifications, the Special Provisions; the Plans; the Standard Plans; Standard Specifications, Reference Specifications; and all modifications issued by City after the execution of the Contract, and all of the exhibits to this Agreement which are incorporated herein by this reference as if set forth in full.

B. Section 2-4 of the Standard Specifications entitled "Security," is hereby amended to read in its entirety as follows:

#### **2.4 Security and Indemnity.**

##### **2-4.1 Security to Guarantee Performance and Payment.**

At the time Contractor executes this Agreement, Contractor shall furnish to City bonds, letters of credit, or other security acceptable to City in City's sole and absolute discretion (hereinafter "Security Instruments") as follows:

- (i) A Security Instrument securing Contractor's faithful performance of all of the Works of Improvement in the

amount of one hundred percent (100%) of the estimated construction costs (the "Faithful Performance Security Instrument").

- (ii) A Security Instrument guaranteeing the payment to subcontractors and other persons furnishing labor, materials, and/or equipment with respect to the Works of Improvement in an amount equal to one hundred percent (100%) of the estimated construction costs (the "Labor and Materials Security Instrument").

This Agreement shall not be operative until such Security Instruments are supplied to and approved by City in accordance herewith.

#### 2-4.2 Security Instrument For Warranty Period.

In addition to the Security Instruments referenced in paragraph 2-4.1 above, prior to the City Council's acceptance of the Work and recordation of a Notice of Completion, Contractor shall deliver a Security Instrument warranting the accepted Work for a period of one (1) year following the date of acceptance (the "Warranty Period"), with the amount of such Security Instrument to be equal to twenty-five percent (25%) of the estimated construction cost or a suitable amount determined by the Engineer (the "Warranty Security Instrument"). In lieu of delivering a Warranty Security Instrument, Contractor may elect to utilize its Faithful Performance Security Instrument to warrant the Work for the Warranty Period, in which case the City shall continue to hold the Faithful Performance Security Instrument for the Warranty Period. Contractor shall be deemed to have elected to utilize its Faithful Performance Security Instrument for the Warranty Period if Contractor has not delivered a Warranty Security Instrument to the City prior to the City Council's acceptance of the Work.

#### 2-4.3 Release of Security Instrument.

City shall release the Faithful Performance Security Instrument upon Contractor's written request after acceptance of the Work and Contractor's delivery of the Warranty Security Instrument. City shall release the Labor and Materials Security Instrument upon Contractor's written request after the Work has been accepted and after passage of the time within which lien claims are required to be made pursuant to Article 3 (commencing with Section 3114) of Chapter 2 of Title 15 of Part IV of Division 3 of the California Civil Code. If any lien claim or claims have been timely filed, City shall hold the Labor and Materials Security Instrument until such claim or claims have been resolved, Contractor has provided a statutory bond, or otherwise as required by applicable law. City shall release the Warranty Security Instrument upon Contractor's written request after the expiration of the warranty period, provided no claims are

outstanding at that time regarding defective work.

#### 2-4.4 Form of Security Instruments.

All Security Instruments shall meet the minimum requirements of Code of Civil Procedure Section 995.660 as specified below, and otherwise shall be in a form acceptable to the City Attorney:

- (i) Any insurance company acting as surety shall be authorized to transact surety insurance in the state of California, shall demonstrate to the satisfaction of the City that its assets exceed its liabilities in an amount equal to or in excess of the amount of the bond, and shall provide to the City the following:
  - (a) The original, or a certified copy of the unrevoked appointment, power of attorney, bylaws, or other instrument entitling or authorizing the person who executed the bond to do so;
  - (b) A certified copy of the certificate of authority of the insurer issued by the Insurance Commissioner;
  - (c) A certificate from the clerk of the Orange County Clerk of the Court that the certificate of authority of the insurer has not been surrendered, revoked, canceled, annulled, or suspended or, in the event that it has, that renewed authority has been granted; and
  - (d) Copies of the insurer's most recent annual statement and quarterly statement filed with the Department of Insurance;
- (ii) Payments under the Security Instrument shall be required to be made (and, with respect to bonds, litigation shall be required to be instituted and maintained) in the County of Orange, State of California;
- (iii) Each Security Instrument shall have a minimum term of one (1) year after the deadline for Contractor's completing the Work, in accordance with paragraph 2.1 herein;
- (iv) The Security Instrument shall reference Contractor's obligations under this Agreement, shall be irrevocable, and shall include as an additional secured obligation the responsibility to compensate City for all of City's attorney's fees and litigation expenses reasonably incurred in enforcing its rights under the Security Instrument.



#### 2-4.5 Indemnity.

Contractor shall indemnify, defend, and hold harmless City and City's officers, employees, and agents and the Redevelopment Agency of the City of San Clemente and its officers, employees, and agents from and against any and all claims, demands, liabilities, losses, obligations, damages, causes of action, or any proceedings of any kind or nature, including without limitation worker's compensation claims, in any way arising or alleged to arise out of Contractor's performance or failure to perform the Work described herein. Said indemnity obligation shall apply to personal injury, death, property damage, economic loss, and any other monetary damage or penalty to which City may be subjected, whether or not the injury, damage, or loss is covered by insurance.

C. Section 6-8 of the Standard Specifications, entitled "Completion and Acceptance," is hereby amended to read in its entirety as follows:

#### 6-8 Completion and Acceptance, Defective Work.

##### 6-8.1 Completion.

Contractor shall make an initial request for final inspection after initial completion of the Work. After inspection, the Engineer will inform the Contractor, in writing, of all items found by Engineer to be incomplete or not in compliance with this Agreement. After the Contractor has completed these items, the procedure for final inspection shall then be the same as specified above for the Contractor's initial request for final inspection. If after two (2) "final" inspections, items are found by Engineer to be incomplete or not in compliance with this Agreement or any of the requirements contained or referenced herein, City may require Contractor, as a condition of City performing further field inspections, to submit to the Engineer a detailed written statement of the work performed subsequent to the date of the previous inspection at which such items were found to be incomplete or not in compliance with this Agreement.

The Parties shall follow the above steps until such time as Engineer determines that the Work has been satisfactorily completed in accordance with all terms and condition of this Agreement. Upon such determination, City shall order recordation of the Notice of Completion.

##### 6-8.2 Acceptance.

Thirty-five (35) days after the Notice of Completion is recorded (or in the event of any lien claims are filed against the Project arising out of Contractor's activities hereunder, on such date Contractor has finally satisfied, discharged, or obtained a release of such claim), City shall accept Contractor's Work.

### 6-8.3 Defective Work.

Contractor shall repair, reconstruct, replace or otherwise make acceptable any and all Work found by Engineer to be defective or not in accordance with the Agreement. Final acceptance of the Work shall not constitute a waiver by City of any defective work subsequently discovered.

D. Section 7-2.2 of the Standard Specifications, entitled "Labor," is hereby amended to add, to the end of the first paragraph:

The Contractor shall not employ, or permit to be employed, any undocumented aliens (i.e., persons who are not citizens or nationals of the United States) to perform any portion of the Work.

E. Section 7-3. of the Standard Specifications, entitled "Liability Insurance," is hereby amended to read in its entirety as follows:

Contractor shall furnish to City a policy or certificate of liability insurance indicating compliance with the following minimum insurance requirements within ten (10) working days after Contractor's receipt of the Notice of Award and Contractor shall maintain such insurance in effect during the entire term of this Agreement:

- A. Workers' compensation insurance as required under Section 7-4 of the Standard Specifications.
- B. Comprehensive general liability, personal injury and property damage liability, contractual liability, independent contractor's liability, and automobile liability insurance, with minimum combined liability limits of One Million Dollars (\$1,000,000) per occurrence for all covered losses, and Two Million Dollars (\$2,000,000) in the aggregate. Any deductible or self-insured retention in excess of Five Thousand Dollars (\$5,000) shall be declared to the City and requires the prior approval of the City's Risk Manager. Each such policy of insurance shall:
  - (1) Be issued by a good and solvent insurance company reasonably acceptable to the City which company holds a current policyholder's alphabetic and financial size category rating of not less than A VIII, according to the current Best's Key Rating Guide or a company of equal financial stability which is approved in writing by City's Risk Manager;
  - (2) Name and list on the Certificate of Insurance and the Endorsement as additional insureds the City and its

officers, employees, and agents and, if the City's Risk Manager so requires, the City of San Clemente Redevelopment Agency and its officers, employees, and agents (an endorsement shall accompany the insurance certificate naming such additional insureds);

- (3) Specify that it acts as primary insurance and that no insurance held or owned by City (or if applicable, the Redevelopment Agency) shall be called upon to cover a loss under said policy;
- (4) Contain a clause substantially in the following words: "It is hereby understood and agreed that this policy of insurance may not be cancelled or materially changed except upon thirty (30) days prior written notice to City of such cancellation or material change as evidenced by a return receipt for a registered letter;"
- (5) Cover the operations of Contractor pursuant to the terms of this Agreement; and
- (6) Be written on an occurrence and not a claims made basis.

Except as provided for in Subsection 6-10 of the Standard Specifications, Contractor shall save, keep, and hold harmless City, its officers, and agents from all damages, costs or expenses in law or equity that may at any time arise or be set up because of damages to property, or a personal injury received by reason of or in the course of performing work, which may be caused by any willful or negligent act or omission by Contractor, any of Contractor's employees or agents, or any subcontractor. City will not be liable for any accident, loss or damage to the Work prior to its completion and acceptance except as provided for in Subsection 6-10.

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

F. Section 7-8.6 of the Standard Specifications, entitled "Water Pollution Control," is hereby amended to read in its entirety as follows:

7-8.6 Water Pollution Control.

If applicable, Contractor shall be required, at its sole expense, to obtain coverage under the NPDES General Construction Permit and comply with all terms and conditions thereto. Information regarding this permit can be obtained from the State Water Board's website at: [http://www.swrcb.ca.gov/water\\_issues/programs/stormwater/constructio\\_n.shtml](http://www.swrcb.ca.gov/water_issues/programs/stormwater/constructio_n.shtml). In addition, the Contractor shall comply with the City of San Clemente's Municipal Code Section 13.40, entitled Storm Water Runoff

Control Ordinance. Contractor is required to employ and maintain Best Management Practices (BMPs) consistent with the Storm Water Runoff Control Ordinance, Sections 7 & 8 of the City's Local Implementation Plan, and the most recent version of the Countywide Construction Guidance Manual. All reference documents are available on the City's website or by calling the Environmental Section at (949) 361-6143.

G. Section 9-3.2 of the Standard Specifications, entitled "Partial and Final Payment," is hereby amended to read in its entirety as follows:

9-3.2 Partial and Final Payment.

As a condition of receiving monthly progress payments, Contractor shall, prior to the tenth of the month, submit to City an invoice specifying the work performed during the previous month and Contractor's allocated dollar value for that work.

Within fifteen (15) days of receipt of the invoice, the Engineer shall make an approximate measurement of the work performed to the closure date and as basis for making monthly payments, estimate its value based on Contract Unit Prices or as provided for in Section 9-2 of the Standard Specifications (the "Progress Estimate"). When the Work has been satisfactorily completed, the Engineer will determine the quantity of work performed and prepare the final estimate.

Within fifteen (15) business days of the City's approval of the Engineer's Progress Estimate, Contractor shall receive partial payments in the amount of the Progress Estimate less five percent (5%) which will be deducted and retained by the City. Notwithstanding the foregoing, the total retention proceeds retained by the City shall not exceed five percent (5%) of the total Contract amount.

Notwithstanding anything herein to the contrary, in the event any of Contractor's insurance as required pursuant to this Agreement or any of the Contract Documents expires during the term of this Agreement, City shall withhold any payment due to Contractor hereunder until such time as Contractor obtains replacement insurance that meets all of the applicable requirements hereunder and submits certificates and endorsements evidencing such insurance to City.

Notwithstanding anything herein to the contrary, (i) the limitations on retention shall not apply to amounts withheld or deducted from payment as liquidated damages pursuant to Section 6-9 of the Standard Specifications; and (ii) no progress payment made to the Contractor or its sureties will constitute a waiver of liquidated damages under Section 6-9 of the Standard Specifications.

Contractor shall not be entitled to any payments over and above the Unit Price or the total Contract Price.

As provided in Sections 10263 and 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.

#### **SECTION 4: MISCELLANEOUS.**

##### **4.1 No Duty to Third Parties.**

This Agreement is intended to benefit only the Parties hereto. This Agreement is not intended to and does not create any liability or obligation or duty to any person, group, or entity not a Party to this Agreement. Neither City nor Contractor intend to create any third party beneficiary rights in this Agreement in any Contractor, Subcontractor, member of the general public, or any other person, group or entity.

##### **4.2 Notice.**

Every notice, demand, request, or other document or instrument delivered pursuant to this Agreement shall be in writing, and shall be either personally delivered, sent by Federal Express or other reputable overnight courier, sent by facsimile transmission with the original subsequently delivered by other means, or sent by certified United States mail, postage prepaid, return receipt requested, to the addresses set forth below, or to such other address as a Party may designate from time to time:

To City:

City of San Clemente  
City Hall  
910 Calle Negocio  
San Clemente, CA 92673  
Attention: City Manager  
cc: City Engineer  
Telephone: (949) 361-8322  
Fax: (949) 361-8285

To Contractor:

##### **4.3 Rights and Remedies are Cumulative.**

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the Parties are cumulative and the exercise by either Party of one or more of such rights or remedies shall not preclude the exercise

by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other Party.

**4.4 Legal Action.**

Any Party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement.

**4.5 No Partnership.**

The Parties to this Agreement renounce the existence of any form of joint venture or partnership between them and agree that nothing contained in this Agreement or in any document executed in connection with this Agreement shall be construed as making the Parties joint venturers or partners.

**4.6 Entire Agreement.**

This Agreement constitutes the entire understanding and agreement of the Parties and integrates all of the terms and conditions mentioned herein or incidental hereto with respect to the subject matter hereof, and supersedes all negotiations or previous agreements between the Parties with respect to all or part of the subject matter hereof.

**4.7 Amendment.**

This Agreement may be amended in writing at any time by the mutual consent of the Parties. No amendment shall have any force or effect unless executed in writing by the Parties.

**4.8 Objective Construction.**

This Agreement reflects the negotiated agreement of the Parties. Accordingly, this Agreement shall be construed as if all Parties jointly prepared this Agreement and no presumption against one Party or the other shall govern the interpretation or construction of any of the terms of this Agreement by virtue of the preparation or authorship of this Agreement.

**4.9 Waivers.**

All waivers of the provisions of this Agreement shall be in writing and signed by the appropriate authorities of the Party to be charged. No waiver shall be effective unless it is in writing and signed as required herein.

#### **4.10 Severability.**

If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of the Agreement shall continue in full force and effect, unless and to the extent that the rights and obligations of any Party would be materially altered or abridged by such interpretation.

#### **4.11 Applicable Law.**

This Agreement shall be construed and enforced in accordance with the laws of the State of California. Any and all actions filed by any Party to enforce any rights or obligations created by this Agreement shall be filed in a court of competent jurisdiction in the State of California.

#### **4.12 Attorneys' Fees.**

In the event of any legal action arising out of: (1) disputes concerning whether the Work performed conforms with the Plans and Specifications; (2) disputes concerning whether the Work performed is defective; or (3) disputes concerning enforcement of warranty obligations, the prevailing Party in such action shall be entitled to recover its reasonable costs and expenses, including without limitation reasonable attorneys' fees and costs. Attorneys' fees shall include attorneys' fees on any appeal, and in addition, a Party entitled to attorneys' fees shall be entitled to all other reasonable costs for investigating such action, including the taking of depositions and discovery, and all other necessary costs incurred in the litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to final judgment.

#### **4.13 Reasonableness.**

Each of the Parties and its agents, employees, attorneys, and consultants shall act reasonably in exercising any rights and taking any actions pursuant to this Agreement.

#### **4.14 Corporate Authority.**

The persons executing this Agreement on behalf of the Parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said Parties and that, by so executing this Agreement, the Parties hereto are formally bound to the provisions of this Agreement.

### **SECTION 5: LABOR CODE COMPLIANCE.**

#### **5.1 Registration Requirement.**

Pursuant to Labor Code section 1771.1, no contractor or subcontractor may be

listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations. Furthermore, Contractor is hereby notified that no contractor or subcontractor may be awarded a contract for public work on a public works project unless registered with the Department of Industrial Relations. By signing this Agreement Contractor certifies that Contractor, and all subcontractors, hold current and valid registrations with the Department of Industrial Relations.

**5.2 Compliance Monitoring.**

Pursuant to Labor Code section 1771.4, Contractor is hereby notified that this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

End of Text



CITY OF SAN CLEMENTE

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

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

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

ATTEST:

\_\_\_\_\_  
CITY CLERK of the City of  
San Clemente, California

Approved as to form  
BEST BEST KRIEGER:

\_\_\_\_\_  
City Attorney

APPROVED AS TO AVAILABILITY  
OF FUNDING

By: \_\_\_\_\_  
Finance Authorization

\_\_\_\_\_  
("CONTRACTOR")

License Number: \_\_\_\_\_

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

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

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

WORKER'S COMPENSATION INSURANCE CERTIFICATION

City Project No.

Sections 1860 and 1861 of the California Labor Code require every Contractor to whom a Public Works Agreement is awarded to sign and file with the Awarding Body the following statement:

"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."

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

Contracting Firm

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Address

CERTIFICATE THAT NO WORKERS' COMPENSATION INSURANCE  
IS REQUIRED (ALTERNATE /IF APPLICABLE)

I hereby certify that Contractor has no employees, that no employees will perform services with respect to the Project that it is the subject of this Agreement, and, accordingly, that no workers' compensation insurance need be maintained pursuant to applicable provisions of law. Contractor hereby agrees to indemnify, defend, and hold harmless the City of San Clemente and all of its officials, employees, and agents from and against any and all claims, liabilities, and losses relating to personal injury or death, economic losses, and property damage arising out of Contractor's failure to provide such worker's compensation insurance.

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

Contracting Firm

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Address

\_\_\_\_\_

WARRANTY FORM

City Project No.

We hereby guarantee to the City of San Clemente the work that we have constructed for a period of one (1) year after the date of acceptance.

We agree that if any of the equipment should fail due to any reason other than improper maintenance or improper operation, if any pipe or appurtenances should develop leakage, or if any settlement of fill or backfill occurs, or should any portion of the work fail to fulfill any of the requirements of the Specifications, we will, within five (5) days after written notice of such defects, commence to repair or replace the same together with any other work which may be damaged or displaced in so doing.

In the event of our failure to comply with the above mentioned conditions within a reasonable time after being notified, or should the exigencies of the case require repairs or replacements to be made before we can be notified or respond to notification, we do hereby authorize the City of San Clemente to proceed to have the defect repaired and made good at our expense, and we will pay the cost therefor upon demand.

The warranty provided herein shall not be in lieu of, but shall be in addition to any warranties or other obligations otherwise imposed by the Contract Documents and by law.

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

Contracting Firm

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Address

**APPENDIX B**  
**RATE PROPOSAL SHEET & CONTRACTOR INFORMATION**

## RATE PROPOSAL SHEET & CONTRACTOR INFORMATION

### For ON-CALL STREET MAINTENANCE & PAVEMENT REPAIR SERVICES

PN 27306

Contractor shall include this form in their proposal. Failure to include this form may result in the rejection of the Proposal as non-responsive. This page must be signed. Use ink and print legibly. Initial and date any cross-outs.

#### UNIT PRICES

Compensation for work shall be according to the bid items listed below. For items not listed below the Caltrans labor rates shall be used as a basis. For labor and equipment not listed in Caltrans guidelines, the agencies past experience along with contractor back up will be used as a basis for negotiation with the Contractor. With the exception of emergency services rates or project costs will be agreed upon prior to authorization of task.

Item No.	Item Description	Unit	Unit Price
1	Mobilization per cycle	%	
2	Traffic Control and temporary striping per cycle	EA	
3	Changeable Message Sign	EA	
4	Posting streets for temporary "No Parking" every 75 ft on delineator	EA	
5	Sawcut for street section removal	LF	
6	Remove existing Street section at various locations	CY	
7	Construct HMA III-C2 PG 64-10-R0 at removal locations. Typical 1" more than existing. Varies.	Tons	

Item No.	Item Description	Unit	Unit Price
8	Place and compact crushed miscellaneous base on subgrade in over excavation locations.	Tons	
9	Furnish Neenah Foundry Co. R-1575 Manhole Frame and Lid set	Set	
10	Remove and Replace Monhole Frame and Cover with Neenah Foundry Co. R-1575 Frame and Lid	EA	
11	Adjust water valve can to final grade per City Std. W-4	EA	
12	Adjust storm drain or sewer manhole to grade per City standard S-3.	EA	
13	Set and Adjust Water Meter Box	EA	
14	Set and Adjust Traffic Signal Pull Box	EA	
15	Remove Curb and gutter	L.F.	
16	Construct Curb and gutter	L.F.	
17	Remove sidewalk/curb ramp	S.F.	
18	Construct sidewalk	S.F.	
19	Remove Cross Gutter / Spandrel	S.F.	
20	Construct Cross Gutter / Spandrel	S.F.	
21	Install 3" or 4" PVS Sch40 Curb Drain	L.F.	
22	Grind Depressed Curb at Curb Ramp	L.F.	
23	Grind Gutter Flowline – 4" wide	L.F.	
24	Grind Sidewalk – 8" wide	L.F.	

Item No.	Item Description	Unit	Unit Price
25	Construct curb ramp	S.F.	
26	Construct Detectable Warning Surface, Cast-in Place	S.F.	
27	Construct Detectable Warning Surface, Surface Applied	S.F.	
28	Construct variable height retaining curb (0"-6")	L.F.	
29	Construct variable height retaining curb (6"-12")	L.F.	
30	Remove driveway approach	S.F.	
31	Construct residential driveway approach (6")	S.F.	
32	Construct commercial driveway approach (8")	S.F.	
33	Furnish steel plates	S.F.	



**CONTRACTOR INFORMATION**

Information will be used to evaluate the proposal.

Item No	Item Description	Contractor Response*
A	List of owned heavy equipment	
B	Bond Rate	
C	Safety Rating (EMR)	
D	Yard Location(s)	

\*Responses may be on a separate sheet of paper for clarity

COMPANY NAME:

---

COMPANY ADDRESS:

---

CITY/STATE/ZIP:

---

PHONE/EMAIL:

---

PRINT SIGNATORY:

---

PRINT TITLE OF SIGNATORY:

---

CONTRACTOR SIGNATURE:

---

DATE:

---

**APPENDIX C  
SPECIFICATIONS**

## SPECIFICATIONS

### **MOBILIZATION**

Mobilization shall consist of preparatory work and operations including, but not limited to, those necessary for the movement of personnel, equipment, materials and incidentals to the project site necessary for work on the project, and for all other work and operations which must be performed or costs incurred including bonds, insurance and financing prior to beginning work on the various contract items. Mobilization shall also include the time, materials, and labor to move the necessary construction equipment to and from the job site, supervisory time on the job by the Contractor's personnel to keep the construction site in safe condition and all other related work as required at all times and for all non-working days during the construction period. The Contractor is responsible for securing an adequate storage site for equipment and materials. Mobilization shall be per cycle, so it will cover expected mobilization expenses during each cycle, starting with the initial cycle then every 2-3 months cycles. Billing for mobilization shall be per cycle.

Temporary drainage inlet protection shall be constructed, maintained, and removed at drainage inlets as required downstream of the project boundaries and within the project limits. Temporary drainage inlet protection shall be one of the water pollution control practices for sediment control. Under no circumstances shall construction runoff enter the storm drain system without adequate controls in place to capture and trap sediment. Throughout the duration of the project the Contractor shall provide protection to meet the changing conditions around each drainage inlet. Temporary drainage inlet protection shall be installed such that ponded runoff does not encroach on the traveled way or overtop the curb. Gravel-filled bags shall be placed to control ponding and prevent runoff from overtopping the curb. Temporary drainage inlet protection shall be maintained to provide sediment holding capacity. Temporary drainage inlet protection shall be repaired or replaced as needed. Sediment deposits, trash, and debris shall be removed and hauled away as needed or when directed by the project inspector. Removed sediment shall be deposited within the project limits so that the sediment is not subject to erosion by wind or by water. Trash and debris shall be removed and hauled offsite. Gravel-filled bags shall be replaced when the bag material ruptures or when the binding fails. Geotextile fabric shall be removed and replaced when torn. The fabric shall also be replaced with clean fabric when odors from stagnant, ponded water are present.

**Payment:** Payment for Mobilization shall be made per each cycle at the contract price and shall be full compensation, including but not limited to; preparatory work and operations, those necessary for the movement of personnel, equipment, supplies and incidentals to the project site, and for all other work and operations which must be performed or costs incurred prior to beginning work on the various items on the project site. Mobilization shall also include street sweeping, dust control and incorporation of stormwater BMPs such as catch basin protection, and Diversion of Recyclable Waste Materials.

### **NON-BID ITEM: DIVERSION OF RECYCLABLE WASTE MATERIALS**

Per the City's solid waste reduction and recycling requirements found in Chapter 8.69 of the Municipal Code of the City of San Clemente, the Contractor must reuse, recycle, or divert at least 75% of construction and demolition (C&D) debris generated on this project. The Contractor must either:

A) Contract for solid waste handling services from the City's authorized franchise solid waste hauler (CR&R Waste Services, [www.crrwasteservices.com](http://www.crrwasteservices.com), 877-728-0446 and provide written evidence that the City's franchise waste hauler will be providing C&D material collection services to Contractor for this project; or

B) Submit a Waste Management Plan (WMP) and associated fee and deposit per the Waste Management Plan requirements.

**Payment:** Payment for Diversion of Recyclable Waste Materials shall be included in the Mobilization

#### **CHANGEABLE MESSAGE SIGN (CMS)**

The Contractor shall provide changeable message sign (CMS) for use on the project. The City will determine the exact placement locations and will provide the messages to be programmed into the signs. Messages shall be updated as necessary at no additional cost. CMS shall be moved as necessary per the City's direction to any location requested during the course of the construction.

**Payment:** Payment for Changeable Message Sign shall be made at the contract unit price per each (EA) sign placed. The CMS shall be delivered to the project one week prior to beginning construction and remain on the project until the end of construction activities, including the completion of punch list items.

#### **SAWCUTTING STREET SECTION REMOVALS**

The Contractor shall sawcut all pavement repairs, unless previously cut. Many of the repair locations have been sawcut previously by the Water Division prior to water line repairs. The Contractor may utilize the previous sawcuts if they are still uniform, without edge failures. Otherwise, the Contractor shall sawcut new at each location, as needed to prepare for the permanent asphalt patch back. The Contractor shall anticipate that the pavement thickness will vary, depending on the location of each individual patch.

The Contractor will be required to maintain all traffic, thru and local, as required. Accordingly, the Contractor will not be allowed to sawcut/remove more than one-half the roadway width at any given time. The Contractor shall post "No Parking" signs on each street 48 hrs. prior to sawcutting/removal and shall hand out City approved notices to each residence one week prior to sawcutting/removal street sections.

**Payment:** Payment for sawcutting shall be made per L.F. contract price, and shall include all work required, including vacuuming of the residue generated from sawcutting and thoroughly cleaning the pavement surface afterward. No additional compensation will be allowed. Payment for handing out notices and posting streets for temporary No Parking shall be included in the per L.F. unit price for the sawcutting and removal of street sections.

### **REMOVE EXISTING STREET SECTION**

Work to be performed under this item shall conform to Section 401 - REMOVAL of the Standard Specifications and these Special Provisions. Most of the street section removals have temporary mix existing within the proposed removal locations.

Asphalt concrete removal areas shall be sawcut as necessary prior to removal and removed with caution so as not to damage adjacent improvements. The Contractor shall not use equipment that may damage adjacent pavement or improvements.

Contractor shall complete pave back of all excavated areas by the end of the same working day.

The Contractor will be required to maintain all traffic, thru and local, as required. The Contractor shall post "No Parking" signs on each street 48 hrs. prior to removal and shall hand out City approved notices to each residence one week prior to removal street sections.

**Payment:** Payment for Remove Existing Street Section shall be made at the contract unit price per cubic yard (CY) of removal, calculated by measuring each location in the field. Full compensation shall include excavation, removals, hauling, disposing, grading, compaction and furnishing all materials, labor, tools, equipment and doing all work necessary to complete this item of work. Payment for handing out notices and posting streets for temporary No Parking shall be included in the L.F. price for the removal of street sections.

### **CONSTRUCT H.M.A. IN 3"-4" LIFTS, TYPE III-C2 PG 64-10 R-0 AT REMOVAL LOCATIONS**

All work shall conform to Section 302-5 "ASPHALT CONCRETE PAVEMENT" of the Standard Specifications and these Special Provisions. Asphalt concrete shall be hot mix asphalt, Type III-C2-PG 64-10 R-0.

Vertical surfaces shall be free of water, dust, or foreign material before tack coat is applied. Tack coat for removal areas shall be per Section 302-5.4 "Tack Coat" of the Green Book. Tack coat shall be PG 64-10 Grade SS-1h, and shall be applied to the perimeter of all AC removal and replacement locations. All tack coat over spray on gutters shall be removed.

Contractor shall complete paving back all excavated areas by the end of the same working day.

**Payment:** Payment for hot mix asphalt shall be made at the contract unit price per ton of H.M.A. constructed on the project for pavement repairs. H.M.A. delivered to the project but not used shall not be compensated. The Contractor shall provide certified weight tickets for each load of H.M.A. delivered to the project.

**PLACE AND COMPACT CRUSHED MISCELLANEOUS BASE (CMB)**

If required due to over excavation and removal of unsuitable subgrade soils, the Contractor shall place and compact crushed miscellaneous base at same locations. This bid item may not be used, however, the Contractor shall have a readily available stockpile of CMB. If the CMB is not needed, all unused crushed miscellaneous base shall be hauled off at no additional cost to the City.

**Payment:** Payment for CMB shall be made at the contract unit price per Ton. Full compensation shall include hauling, placing and compacting CMB. No additional compensation will be allowed.

**FURNISH NEENAH FOUNDRY CO. R-1575 MANHOLE FRAME AND LID SET**

The Contractor shall order new sewer manhole frame and lid set(s) R-1575 for replacement of existing sewer manhole frame and lid set(s) at locations as directed by the City inspector. The existing sewer manhole frame and covers shall remain the property of the City and shall be haul for salvage to the City Corporation Yard at 380 Ave. Pico.

**Payment:** Payment for new sewer manhole frame and lid set shall be made at the contract unit price per Set (SET) of manhole frame and lid. No additional compensation will be allowed.

**REMOVE AND REPLACE MANHOLE FRAME AND COVER WITH NEENAH FOUNDRY COMPANY R-1575 FRAME AND LID**

Newly purchased Neenah Foundry sewer manhole frame and lid will be used on the project to replace existing sewer manhole frame and cover that are directed to be replaced. At those locations, the Contractor shall jackhammer out and remove the existing manhole frame and covers and salvage them to the City Corporation Yard at 380 Ave. Pico. The Contractor shall install new manhole frame and lid sets in place of the removed sets. The new manhole frame and cover shall be installed per City of San Clemente Std. Plan S-2.

**Payment:** Payment for installation of new Neenah Foundry Company sewer manhole frame and lid set shall be made at the contract unit price per each set and shall be full compensation. No additional compensation will be allowed.

**ADJUST MANHOLE FRAME AND COVER TO FINAL GRADE**

Sewer and storm drain manholes located on project streets and identified in the field by the City Inspector to be adjusted shall be temporarily lowered and re-adjusted to the new street grade after the final surface course paving is completed. The work consists of the excavation, reconstruction and adjustment of existing sanitary sewer manhole (SSMH) rims and storm drain rims to street finish surface grade. Reconstruction shall include cone modification, precast rings, and concrete collar per modified City Standard S-2, as required. All rims and covers shall be cleaned of asphalt or other material that has covered the top. All rims and covers shall remain a matched set. In all cases, the Contractor shall place plywood inserts on the manhole shelf of each sewer manhole prior to the commencement of construction activities to prevent debris from entering the sewer. Street removals will not be allowed to start until all sewer manholes inside the construction zone have been protected with plywood inserts. The placement of plywood inserts shall be paid for as part of the bid item for adjusting each manhole. All personnel employed by the Contractor to enter into manholes for the purposes of installing plywood (false bottoms) on the manhole shelves, cleaning debris from the plywood at the conclusion of construction, and removing the plywood after cleaning any debris collected on the plywood, shall be OSHA certified for confined space entry. The Contractor shall have a Confined Space Entry program and shall document all entries.

All manholes shall be thoroughly cleaned of any construction material and debris that has entered due to the Contractor's operations. If any native soils, bricks, aggregate base, asphalt concrete, p.c.c., or other materials enter the sewer system as a result of the Contractor's construction, the Contractor will be required to ball and clean the downstream sewer system to the satisfaction of the City Sewer Division Utilities Superintendent. If blockage occurs to the City sewer system as a result of the Contractor's activities, the Contractor will be responsible to pay any clean-up costs and fines resulting from such event. Presently, the fine is based on \$10 per gallon of spillage. All costs incurred will be deducted from payments due on the Contract.

Temporary lowering of existing manholes, for emergency access, traffic control or other purposes and replacement of the old adjustment rings, if necessary, shall be considered included in the price bid for each item, and no additional compensation will be allowed.

All sewer manholes shall be accessible throughout all phases of construction. Immediately after base course a.c. paving is completed within a given area, all sewer manholes shall be marked and exposed for emergency access purposes.

When replacement of manhole covers and rims is required, the City will supply the manholes covers and rings for the Contractor. The Contractor shall return the old rings and covers to the City. The adjustment of manholes is paid for the contract unit price per each manhole, regardless of the number of times the manhole rims are temporary raised or lowered. The manhole rim and covers shall have a concrete ring constructed and paved with 2" of asphalt concrete, Type III D1-PG64-10 R-0.



Final manhole adjustment shall begin within 24 hours. Manhole covers shall be cleaned of all asphalt concrete, regardless of the age of the a.c. All plywood inserts shall be removed from manhole shelves upon completion of the final a.c. paving.

**Payment:** Payment for adjustment of manhole shall be made at the contract unit price per each (EA) manhole adjusted and shall be full compensation for furnishing all labor, materials, tools, equipment, other work as called out on plans, and incidentals to accomplish the work, regardless of the number of times the manhole rims are temporary raised or lowered. The manhole rim and covers shall have a concrete ring constructed and paved with 1-1/2" of asphalt concrete, Type III D1-PG64-10 R-0. Payment will be made after the final adjustment to finish elevation is completed per City Standard S-2. No additional compensation will be allowed.

#### **ADJUST WATER VALVE CAN TO FINAL GRADE PER CITY STD. W-4**

Some of the pavement repair locations require permanent construction of valve can adjustment per City Std. W-4, including a concrete band and a.c. patch back.

The excavation, backfilling, and compaction shall be included in the adjustment of the existing water valve can to street finished surface grade. Valve can adjustment shall be completed no later than three working days following the paving of the asphalt concrete repairs.

The adjusted valve boxes shall have a concrete ring constructed and paved with 1-1/2" of asphalt concrete, Type III D1-PG 64-10 R-0. I.D. locators used to find water valve cans after paving shall be removed from each valve can cover during the final adjustment. Valve can covers shall be cleaned of all tack and asphalt concrete, regardless of the age of the a.c. After the final adjustment, all valve cans shall be opened and cleaned of all dirt and debris. Final inspection by the City water division representatives shall be scheduled and the Contractor shall have a representative present to open valve cans for inspection.

**Payment:** Payment for adjustment of valve cans shall be made at the contract unit price per each (EA) valve can adjusted and shall be full compensation for furnishing all labor, materials, tools, equipment, other work as called out on plans, and incidentals to accomplish the work.

#### **SET AND ADJUST WATER METER BOX**

Wherever sidewalk removals are found to have existing water meter boxes within the removal area(s), the City Water Division may request that new water meter box be installed to replace the existing box. The Contractor shall remove the old water meter box as requested, and the City Water Division will provide the Contractor with new meter box that shall be adjusted to sidewalk grade. The Contractor shall arrange a time with the City inspector to go to the City's Corporation Yard at 380 Avenida Pico to pick up the new meter box. The Contractor shall remove and dispose of the existing box. The

Contractor shall also remove an additional 6" of soil under the old meter box and furnish new ¾" crushed rock within the 6" removal area.

**Payment:** Payment for set and adjust new water meter box shall be made at the contract unit price per each (EA) water meter box set and adjusted to new sidewalk grade and shall be full compensation including removal and disposal of additional soil 6" under the old meter box and replacing with ¾" crushed rock, and picking up of the new meter box from the City Corporation Yard and removal and disposal of the old meter box. No additional compensation will be allowed.

### **REMOVE CURB AND GUTTER**

All work shall be in accordance with Subsection 401-3.2 "Concrete Curb, Walk, Gutters, Cross Gutters, Curb Ramps, Driveway, and Alley Intersections" of the Standard Specifications and these Special Provisions.

Concrete curb and gutter shall be sawcut and removed at locations as marked in the field by the City inspector.

Concrete curb and gutter shall be removed to neatly-sawed edges with sawcuts made to a minimum depth of 4 inches shall be neat and in straight lines either parallel to the curb or at right angles to the alignment of the sidewalk. No section to be replaced shall be smaller than 5 feet in length. If the sawcut should fall within 48 inches of a construction joint, expansion joint, or edge, the concrete shall be removed to the joint or edge, except that where the sawcut would fall within 12 inches of a score mark, the sawcut shall be made in and along the score mark.

Before removing any existing curb and gutter, the Contractor shall record the location of all painted curbs. After construction of new curb and gutter, the Contractor shall re-paint any curbs to match the original color and location where painted curb was removed.

**Payment:** Payment for curb and gutter removals shall be made at the contract unit price per lineal foot (LF) and shall include the removal and disposal of an additional 4" of subgrade materials below the existing p.c.c. No additional compensation will be allowed.

### **REMOVE SIDEWALK / CURB RAMP**

All work shall be in accordance with Subsection 401-3.2 "Concrete Curb, Walk, Gutters, Cross Gutters, Curb Ramps, Driveway, and Alley Intersections" of the Standard Specifications and these Special Provisions.

Concrete sidewalk and/or curb ramp shall be sawcut and removed at locations marked in the field by the City inspector. The use of stompers will not be allowed.

Concrete sidewalk and/or curb ramps shall be removed to neatly-sawed edges with

sawcuts made to a minimum depth of 3 inches shall be neat and in straight lines either parallel to the curb or at right angles to the alignment of the sidewalk. No section to be replaced shall be smaller than 5 feet in length. If the sawcut should fall within 48 inches of a construction joint, expansion joint, or edge, the concrete shall be removed to the joint or edge, except that where the sawcut would fall within 12 inches of a score mark, the sawcut shall be made in and along the score mark.

**Payment:** Payment for sidewalk and/or curb ramp removals shall be made at the contract unit price per square foot (SF) and shall include the removal and disposal of an additional 4" of subgrade materials below the existing p.c.c. No additional compensation will be allowed.

### **REMOVE CROSS GUTTER / SPANDREL**

All work shall be in accordance with Subsection 401-3.2 "Concrete Curb, Walk, Gutters, Cross Gutters, Curb Ramps, Driveway, and Alley Intersections" of the Standard Specifications and these Special Provisions.

Concrete cross gutter / spandrel shall be sawcut and removed at locations as indicated on the plans and/or marked in the field by the City inspector. The use of stompers will not be allowed.

Concrete local depression shall be removed to neatly-sawed edges with sawcuts made to a minimum depth of 5 inches shall be neat and in straight lines either parallel to the curb or at right angles to the alignment of the sidewalk. No section to be replaced shall be smaller than 5 feet in length. If the sawcut should fall within 48 inches of a construction joint, expansion joint, or edge, the concrete shall be removed to the joint or edge, except that where the sawcut would fall within 12 inches of a score mark, the sawcut shall be made in and along the score mark.

Before removing any existing cross gutter / spandrel, the Contractor shall record the location of all painted curbs. After construction of new local depression, the Contractor shall re-paint any curbs to match the original color and location where painted curb was removed.

**Payment:** Payment for cross gutter / spandrel removals shall be made at the contract unit price per square foot (SF) and shall include the removal and disposal of an additional 6" of subgrade materials below the existing p.c.c. No additional compensation will be allowed

### **REMOVE DRIVEWAY APPROACH**

All work shall be in accordance with Subsection 401-3.2 "Concrete Curb, Walk, Gutters, Cross Gutters, Curb Ramps, Driveway, and Alley Intersections" of the Standard Specifications and these Special Provisions.

Concrete local depression shall be sawcut and removed at locations as marked in the

field by the City inspector.

Concrete driveway approach shall be removed to neatly-sawed edges with sawcuts made to a minimum depth of 5 inches shall be neat and in straight lines either parallel to the curb or at right angles to the alignment of the sidewalk. No section to be replaced shall be smaller than 5 feet in length. If the sawcut should fall within 48 inches of a construction joint, expansion joint, or edge, the concrete shall be removed to the joint or edge, except that where the sawcut would fall within 12 inches of a score mark, the sawcut shall be made in and along the score mark.

**Payment:** Payment for drive approach removals shall be included in the unit bid price per square foot (SF) and shall include the removal and disposal of an additional 4" of subgrade materials below the existing p.c.c. No additional compensation will be allowed.

### **CONSTRUCT CURB & GUTTER**

Portland cement concrete for curb & gutter shall conform to the provisions of OCPW Standard Plan 1803, the provisions in Subsection 303-5, "CONCRETE CURBS, WALKS, GUTTERS, CROSS GUTTERS, ALLEY INTERSECTIONS, ACCESS RAMPS, AND DRIVEWAYS", of the Standard Specifications and these Special Provisions. Concrete shall be Type V, Class 560-C-3250, as specified in Subsection 201-1.1.2, "Concrete Specified by Class", of the Standard Specifications.

All work shall conform to City of San Clemente Std. No. ST-6, modified per Modified Curb & Gutter/Sidewalk Key Detail (see Appendix D).

Weakened plane joints are required every ten (10) feet. A preformed concrete key (1") is required along the back of the all new curb, 3" below the top of curb. The preformed keyway shall be W.R. Meadows #2931020 p.v.c. plastic keyway, tongue and groove or approved equal. A preformed expansion joint shall be installed at the BCR and ECR of new curb and gutter constructed at intersection returns.

Gutter slots shall be a minimum of 12" wide and a minimum depth of 6". Gutter slots shall be paved back no later than five working days after the curb and gutter forms are removed. In the interim period, the contractor shall fill the gutter slots with CMB. Payment for paving back of gutter slots shall be made at the contract unit price per Ton of a.c. base course and a.c. surface course used. No additional compensation will be allowed.

The Contractor shall place and compact crushed miscellaneous base (CMB) under all new p.c.c. improvements, including curb and gutter.

**Payment:** Payment for constructing curb and gutter, shall be made at the contract unit price per lineal foot (LF) of curb and gutter constructed in place and shall include the furnishing, placement and compaction of 4" of CMB as a sub-base prior to the construction of curb and gutter. Payment for paving back of gutter slots shall be made at the contract unit price per Ton of a.c. base course and a.c. surface course used. No additional compensation will be allowed.

## **CONSTRUCT SIDEWALK**

Portland cement concrete for sidewalk shall conform to the provisions of OCPW Standard Plan 1803, the provisions in Subsection 303-5, "CONCRETE CURBS, WALKS, GUTTERS, CROSS GUTTERS, ALLEY INTERSECTIONS, ACCESS RAMPS, AND DRIVEWAYS", of the Standard Specifications and these Special Provisions. Concrete shall be Type V, Class 560-C-3250, as specified in Subsection 201-1.1.2, "Concrete Specified by Class", of the Standard Specifications.

All work shall conform to City of San Clemente Std. No. ST-3 Type modified per Modified Curb & Gutter/Sidewalk Key Detail (see Appendix D). Weakened plane joints are required every ten (10) feet.

When joining, new construction shall match existing improvements with proper grade to form a safe and smooth surface. If marked for removal and reconstruction, the existing surrounding sidewalk color shall control the replacement color. Unless a separate bid item is provided, wherever a utility box or water meter box is existing or to be installed in the new sidewalk, the utility box shall be adjusted to the sidewalk grade and the adjustment shall be included in the bid price per square foot of sidewalk. Wherever existing under sidewalk curb drains are encountered the drain pipe shall be replaced in like kind by the Contractor prior to installation of the new sidewalk. Curb drain installation shall be per City Std. ST-7. Wherever a utility box or water meter box is existing or to be installed in the new sidewalk, the utility box shall be adjusted to the sidewalk grade and the adjustment shall be included in the bid price per square foot of sidewalk. Removals and/or relocations necessary for sidewalk construction are to be paid as part of clearing and grubbing, except where a separate bid item exists for a stated removal or relocation item of work. All labor, materials and equipment necessary to complete this work and tie-in of all existing drains shall be included in the unit bid price for "Construct Sidewalk".

**Payment:** Payment for the sidewalk construction shall be made at the contract unit price per square foot (SF) of sidewalk constructed in place and shall include the furnishing, placement and compaction of four inches (4") of crushed miscellaneous base (CMB) as a sub-base for the new sidewalk. No additional compensation will be allowed.

## **INSTALL 3" OR 4" PVC CURB DRAIN**

Wherever sidewalk removals are found to have existing under sidewalk drain pipes, the existing under sidewalk drain pipes shall be removed and disposed of. The Contractor shall replace with either 3" or 4" PVC Schedule 40 pipe, as applicable to match existing pipe diameters in kind. The Contractor shall use rubber couplings with stainless steel clamps wherever different types of drain pipes are encountered. The Contractor shall use Schedule 40 PVC couplings wherever existing drain pipes are Schedule 40.

**Payment:** Payment for installing curb drain pipe within the City right of way shall be made at the contract unit price per lineal foot (LF) of curb drain installed, and shall be full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for

doing all the work involved in constructing the curb drain complete in place, including couplings, needed to tie in to existing private drain pipes.

#### **GRIND DEPRESSED CURB AT CURB RAMP**

At locations where existing curb ramps have a lip at the depressed portion of the curb in front of the curb ramp, the Contractor shall perform concrete grinding of the depressed top of curb until a zero percent (0%) lip is constructed. After the concrete grinding is completed, the top of the depressed curb shall be smooth, with a straight grade from the gutter flowline to the back of the depressed curb. Apply Ardex concrete patch to cover the grind marks.

**Payment:** Payment for Grind Depressed Curb at Curb Ramp shall be made at the contract unit price per lineal foot (LF) of curb grinding completed. No additional compensation will be allowed.

#### **GRIND GUTTER FLOWLINE - 4" WIDE**

Existing gutter flowlines that are offset at curb and gutter joints may require a flowline grind to correct the displacement at the joint. Displacements up to 0.75-inch may be marked by the City inspector for flowline grinding. The Contractor shall use a concrete grinder to transition the flowline to obtain positive flow. The flowline grind shall be 4" wide, with the length variable depending on the location and size of the displacement. Dust shall be controlled during the grinding operation by using water to spray the grinder head while the grinding is underway. The water used shall be trapped, vacuumed, and disposed of offsite. The Contractor shall post the areas for "No Parking" two days prior to the date of the gutter flowline grinding.

**Payment:** Payment for Grind Gutter Flowline - 4" Wide shall be made at the contract unit price per lineal foot (LF) of gutter flowline grinding completed. No additional compensation will be allowed.

#### **GRIND SIDEWALK - 8" WIDE**

Existing sidewalks that have displacement at joints of between 0.50-inch and 0.75-inch may require an 8" wide grind to correct the displacement. At locations marked in the field by the City inspector, the Contractor shall use a concrete grinder to correct displacements. The final grinded surface shall be smooth. Dust shall be controlled during the grinding operation by using water to spray the grinder head while the grinding is underway. The water used shall be trapped, vacuumed, and disposed of offsite. The Contractor shall post the areas for "No Parking" two days prior to the date of the sidewalk grinding.

**Payment:** Payment for Grind Sidewalk 8" wide shall be made at the contract unit price per lineal foot (LF) of sidewalk joint grinding completed. No additional compensation will be allowed.

### **CONSTRUCT CURB RAMP**

All work shall conform to Caltrans Std. Plan A88A, Case C, modified to field conditions, and with lines and grades meeting existing improvements in like kind. The detectable warning system shall be dark gray (Federal Standard 595B, Color No. 36118). The curb face shall be depressed to a flush surface with no lip at the flowline. New curb ramps require the construction of wet set cast in place detectable warning domes as manufactured by Access Tile or approved equal. The slope of the asphalt or p.c.c. cross gutter / spandrel leading up to the pedestrian access ramp shall not exceed five point zero zero percent (5.00%) for a distance of two feet (2') with a maximum two point zero zero percent (2.00%) cross slope.

Ramp removal and replacement shall be scheduled such that all ramps removed during the week are reconstructed and re-opened to the public by the end of the 10<sup>th</sup> workday following the ramp removal date. The ramp re-opening also includes paving of the gutter slot in front of each ramp. The Contractor shall provide a safe path of travel during the curb ramp removal and construction phase. This requirement shall include a compacted subgrade, compacted CMB, temporary a.c. ramp, etc. to provide a safe path of travel.

**Payment:** Payment for curb ramp construction shall be made at the contract unit price per square foot (SF) and shall include furnishing, placement and compaction of 4" C.M.B. as a sub-base for each new curb ramp. Wet set detectable warning systems constructed at new access ramps will be paid for under a separate bid item. Curb and gutter construction in front of the curb ramp will be paid for under a separate bid item. Retaining curb construction at the back of curb ramps, if required, will be paid for under a separate bid item. No additional compensation will be allowed.

### **CONSTRUCT DETECTABLE WARNING SURFACE, CAST-IN-PLACE**

At new curb ramp locations, Access Tile Cast-in-Place detectable warning tile shall be installed. The color shall be dark gray.

**Payment:** Payment for the installation of detectable warning systems shall be made at the contract unit price per square foot (SF) of detectable warning surface constructed in place and shall include all materials, labor and equipment to be used for installation of the detectable warning surface. No additional compensation will be allowed.

### **CONSTRUCT DETECTABLE WARNING SURFACE, SURFACE APPLIED**

At existing curb ramp locations requested by the City inspector, Safety Step TD detectable warning systems shall be installed. The Contractor shall use the "Traditional" version. The "Ramp Up" version shall not be used. The color shall be dark gray. The Contractor shall protect each ramp from damage during and after the installation of detectable warning surface for a 24 hr. period.

**Payment:** Payment for the installation of detectable warning surface shall be made at the contract unit price per square foot (SF) of detectable warning surface constructed in place and shall include all materials, labor and equipment to be used for installation of the Safety Step TD "Traditional" version. No additional compensation will be allowed.

### **CONSTRUCT CROSS GUTTER / SPANDREL**

Portland cement concrete for cross gutter shall conform to the provisions of OCPW Standard Plan 1803, the provisions in Subsection 303-5, "CONCRETE CURBS, WALKS, GUTTERS, CROSS GUTTERS, ALLEY INTERSECTIONS, ACCESS RAMPS, AND DRIVEWAYS", of the Standard Specifications and these Special Provisions. Concrete shall be Type V, Class 560-C-3250, as specified in Subsection 201-1.1.2, "Concrete Specified by Class", of the Standard Specifications.

Cross gutter shall conform to all requirements shown on City Std. No. ST-8.

The Contractor shall furnish, place and compact crushed miscellaneous base (CMB) under all new p.c.c. improvements, including p.c.c. cross gutter.

**Payment:** Payment for Construct Cross Gutter shall be made at the contract unit price per square foot (SF) of Cross Gutter constructed in place and shall include placement and compaction of 6" C.M.B. as a subbase under the cross gutter. The price per SF for the cross gutter shall include a curb poured monolithic with the local depression, measured in SF horizontally (plan view). The Contractor shall drill 5/8" diameter holes into the existing local depression that will be joining the replaced section. Holes shall be drilled to a depth of 6" with 12" spacing between the holes along the width of the join. Into each hole the Contractor shall furnish and install one 12" dowel and place an epoxy bond into each hole to bond the dowel into the existing cross gutter. No additional compensation will be allowed.

### **CONSTRUCT RETAINING CURB**

Where necessary, variable height retaining curbs will be constructed at the back of new curb ramps to join existing grades. The retaining curbs shall be constructed monolithic with the adjacent sidewalk or access ramp. The exact curb height will be determined in the field by the City Inspector. Exact locations of retaining curbs and heights shall be determined in the field during sidewalk excavation. Heights shall be approved by the City Inspector prior to construction.

**Payment:** Payment for construct retaining curb shall be made at the contract unit price per lineal foot (LF) of variable height retaining curb in place and shall include the furnishing, placement and compaction of 4" of CMB as a sub-base prior to the construction of variable height retaining curb to meet existing sidewalk and any necessary transitional curb, and other work as required to complete the work. No additional compensation will be allowed.



### **CONSTRUCT DRIVEWAY APPROACH**

Portland cement concrete for driveway approach shall conform to the provisions of OCPW Standard Plan 1803, the provisions in Subsection 303-5, "CONCRETE CURBS, WALKS, GUTTERS, CROSS GUTTERS, ALLEY INTERSECTIONS, ACCESS RAMPS, AND DRIVEWAYS", of the Standard Specifications and these Special Provisions. Concrete shall be Type V, Class 560-C-3250, as specified in Subsection 201-1.1.2, "Concrete Specified by Class", of the Standard Specifications.

All work shall conform to City of San Clemente Std. No. ST-9.

The Contractor shall furnish, place and compact crushed miscellaneous base (CMB) under all new p.c.c. improvements, including driveway approach.

**Payment:** Payment for constructing driveway approach shall be made at the contract unit price per square foot (SF) of Driveway Approach constructed in place and shall include placement and compaction of four inches (4") of crushed miscellaneous base (CMB) as sub-base for the new driveway approach. No additional compensation will be allowed.

### **FURNISH AND SET IN PLACE NON-SKID STEEL PLATE(S)**

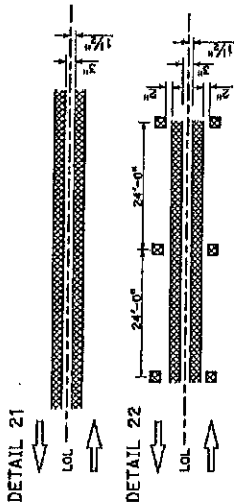
When Curb and gutter and drive approaches are proposed to be removed, the Contractor shall set steel plates to span the removal areas after p.c.c. removals and after new p.c.c. construction, so access to the private driveways can be maintained during non-working hours. The steel plates shall be non-skid. Plate(s) shall remain in place until the new concrete construction has cured sufficiently to allow re-opening of the depressed curb and gutter and drive approaches to traffic.

**Payment:** Payment for furnishing and setting steel plate(s) shall be made at the contract unit price per square foot (SF) of steel plate(s) used. Payment shall include all materials and incidentals needed to complete the plate installation and removal, including labor costs, tools, equipment and doing all work necessary to complete this item of work.

**APPENDIX D  
APPLICABLE  
STANDARD  
PLANS**

COUNTY ROUTE TOTAL PROJECT NO. SHEETS  
 REGISTERED CIVIL ENGINEER  
 MAY 31, 2018  
 PLANS APPROVAL DATE  
 FOR THIS PLAN AND ALL REVISIONS  
 THE ENGINEER SHALL BE RESPONSIBLE FOR  
 THE ACCURACY OF THE INFORMATION  
 PROVIDED AND THE ADEQUACY OF THE  
 DESIGN.

**NO PASSING ZONES-TWO DIRECTION**



DETAIL 23 DELETED

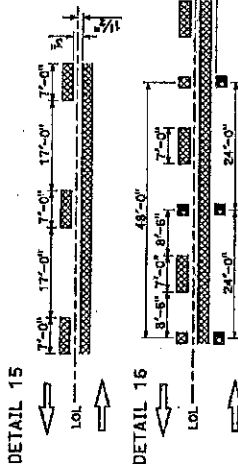
**LEGEND**

- MARKERS**
- [E] TYPE C RED-CLEAR RETROREFLECTIVE
  - [F] TYPE D TWO-WAY YELLOW RETROREFLECTIVE
  - [G] TYPE G ONE-WAY CLEAR RETROREFLECTIVE
  - [H] TYPE H ONE-WAY YELLOW RETROREFLECTIVE

**LINES**

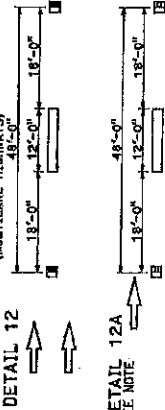
- [ ] 6" WHITE
- [ ] 6" YELLOW

**NO PASSING ZONES-ONE DIRECTION**



DETAIL 17 DELETED

**LANELINES (CONT.)**  
(MULTILANE HIGHWAYS)

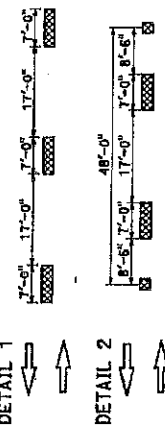


DETAIL 13 DELETED

DETAIL 14 DELETED

DETAIL 14A DELETED

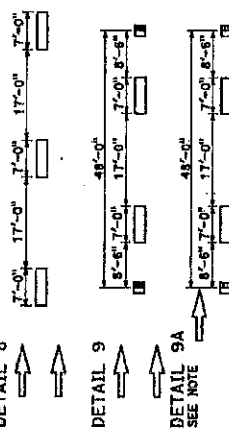
**CENTERLINES**  
(2 LANE HIGHWAYS)



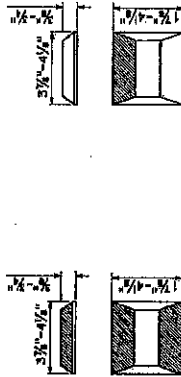
DETAIL 3 DELETED

DETAIL 4 DELETED

**LANELINES**  
(MULTILANE HIGHWAYS)



DETAIL 10 DELETED



**TYPE C AND TYPE D TYPE G AND TYPE H**

RETROREFLECTIVE FACE

STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION

**PAVEMENT MARKERS  
AND TRAFFIC LINES  
TYPICAL DETAILS**

NO SCALE

A20A

NOTE:  
FOR FREEWAY APPLICATION ONLY

DETAIL 20 DELETED

DETAIL 20 DELETED

COUNTY: \_\_\_\_\_ ROUTE: \_\_\_\_\_ SHEET NO.: \_\_\_\_\_  
 PROJECT NO.: \_\_\_\_\_  
 REGISTERED CIVIL ENGINEER  
 May 31, 2018  
 EXPIRES: \_\_\_\_\_  
 LICENSE NO.: \_\_\_\_\_  
 LICENSE TYPE: \_\_\_\_\_  
 LICENSE CLASSIFICATION: \_\_\_\_\_  
 LICENSE STATUS: \_\_\_\_\_  
 LICENSE RENEWAL DATE: \_\_\_\_\_  
 LICENSE RENEWAL FEE: \_\_\_\_\_  
 LICENSE RENEWAL METHOD: \_\_\_\_\_  
 LICENSE RENEWAL LOCATION: \_\_\_\_\_  
 LICENSE RENEWAL TIME: \_\_\_\_\_  
 LICENSE RENEWAL DATE: \_\_\_\_\_  
 LICENSE RENEWAL FEE: \_\_\_\_\_  
 LICENSE RENEWAL METHOD: \_\_\_\_\_  
 LICENSE RENEWAL LOCATION: \_\_\_\_\_  
 LICENSE RENEWAL TIME: \_\_\_\_\_

**LEGEND**

**MARKERS**

- TYPE D
- TYPE H
- TYPE RY

**LINES**

- 6" WHITE
- 6" YELLOW

**TRAFFIC LINES**

- TWO-WAY YELLOW RETROREFLECTIVE
- ONE-WAY YELLOW RETROREFLECTIVE
- RED-YELLOW RETROREFLECTIVE

**LEFT EDGELINES (DIVIDED HIGHWAYS)**

DETAIL 24

DETAIL 25

DETAIL 25A

DETAIL 26

DETAIL 27

EDGE OF TRAVELED WAY

**MEDIAN ISLANDS**

DETAIL 28

DETAIL 29

DETAIL 30

DETAIL 30 DELETED

LOL

**INTERSECTIONS**

DETAIL 34

DETAIL 34A

DETAIL 35

DETAIL 35A

LOL

CENTERLINE INTERSECTING STREET

**RIGHT EDGELINES**

DETAIL 27A

DETAIL 27B

DETAIL 27C

EDGE OF TRAVELED WAY

**RIGHT EDGELINE EXTENSION THROUGH INTERSECTIONS**

**TWO-WAY LEFT TURN LANES**

DETAIL 31

DETAIL 32

DETAIL 32 DELETED

LOL

**MARKER DETAILS**

TYPE RY AND TYPE D

TYPE H

RETROREFLECTIVE FACE

3 1/2" x 4 1/2"

3 1/2" x 4 1/2"

3 1/2" x 4 1/2"

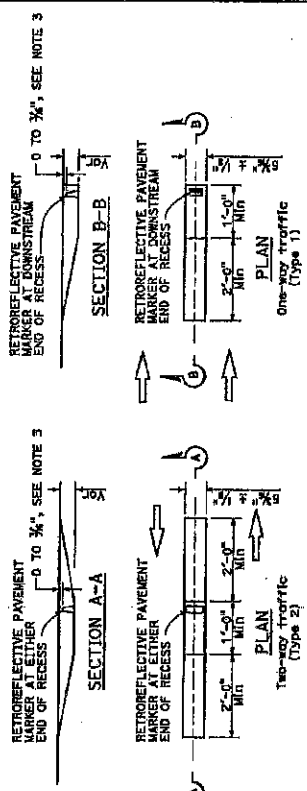
STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION

**PAYMENT MARKERS AND TRAFFIC LINES TYPICAL DETAILS**

NO SCALE

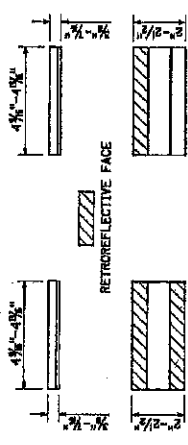
**A20B**

DISTRICT COUNTY ROUTE TOTAL PROJECT NO. SHEET NO. OF SHEETS  
 REGISTERED CIVIL ENGINEER  
 MAY 31, 2018  
 PROFESSIONAL SEAL  
 STATE OF CALIFORNIA  
 CIVIL ENGINEER  
 No. 32128  
 EXPIRES 5/31/21  
 I AM NOT PROVIDING CONTRACT ADMINISTRATION SERVICES FOR THIS PROJECT.



RECESS DETAIL FOR RETROREFLECTIVE PAVEMENT MARKER

- RECESSED MARKER NOTES:**
1. See typical traffic line details for marker porting to be used with recessed pavement markers. Requires a Type 2 recess.
  2. The retroreflective shown for recessed installations are not to be used for non-recessed installations.
  3. The top of pavement markers installed in recesses must be flush with the pavement surface.



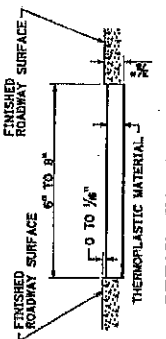
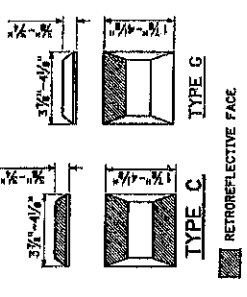
RECESSED INSTALLATION  
TYPE C AND TYPE D TYPE G AND TYPE H  
TYPE E AND TYPE F  
See Notes 1 and 2.

STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION  
**PAVEMENT MARKERS  
AND TRAFFIC LINES  
TYPICAL DETAILS**

NO SCALE  
**A20D**

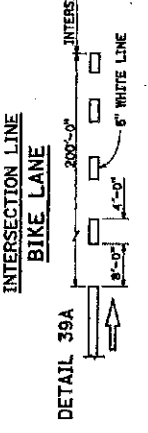
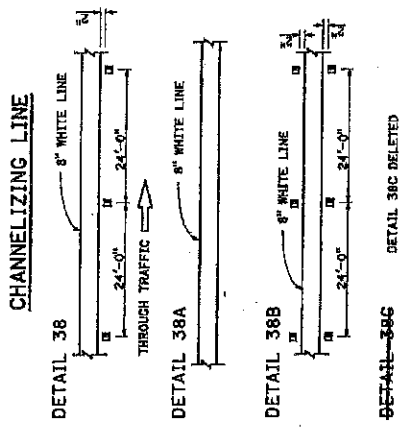
- LEGEND MARKERS**
- TYPE C RED-CLEAR RETROREFLECTIVE
  - TYPE G ONE-WAY CLEAR RETROREFLECTIVE
  - 6" YELLOW LINE

**MARKER DETAILS**



**DETAIL FOR RECESSED THERMOPLASTIC TRAFFIC STRIPE**

- See Notes A and B.
- RECESSED THERMOPLASTIC NOTES**
- A. See typical traffic line details for pavement marking porting.
  - B. The top of the thermoplastic installed in recessed installations must be flush with the pavement surface.



**LANE LINE EXTENSIONS THROUGH INTERSECTIONS**



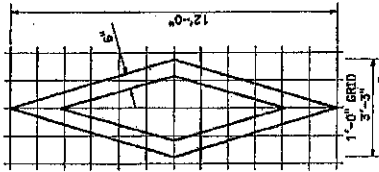
**CENTER LINE EXTENSIONS THROUGH INTERSECTIONS**



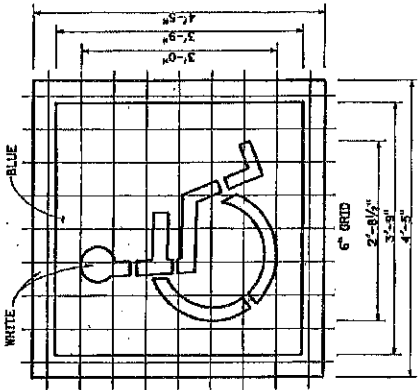
STATE	COUNTY	ROUTE	POST MILES	PROJECT NO.	SHEET NO.

REGISTERED CIVIL ENGINEER  
*Debra Feeney*  
 MAY 31, 2018  
 PLAN APPROVAL DATE  
 15100 FERRIS  
 CDM02  
 3-31-19  
 THE ABOVE SHALL NOT BE CONSIDERED FOR  
 BASIS OF LIABILITY FOR ANY DAMAGES  
 CAUSED BY THIS PLAN SHEET.

NOTE:  
Minor variations in dimensions may be accepted by the Engineer.

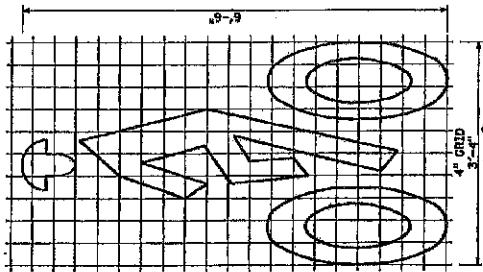


**DIAMOND SYMBOL**

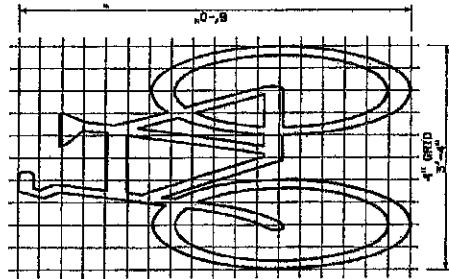


A (WHITE) = 9 ft x 2  
A (BLUE) = 14 ft x 2

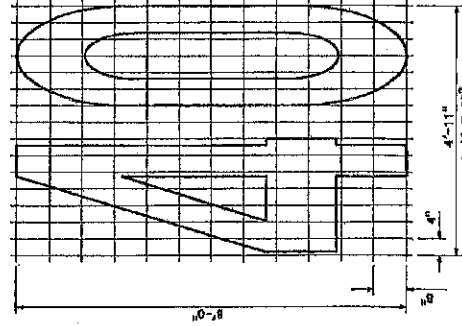
**INTERNATIONAL SYMBOL OF ACCESSIBILITY (ISA) MARKING**



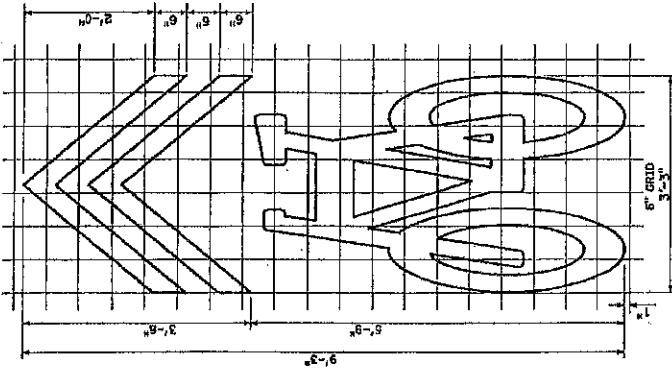
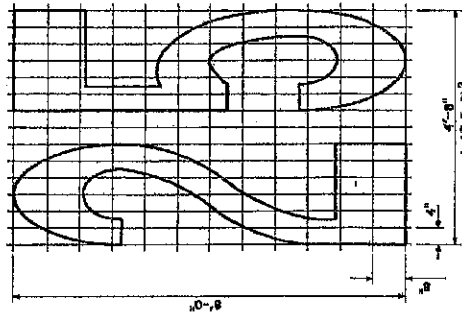
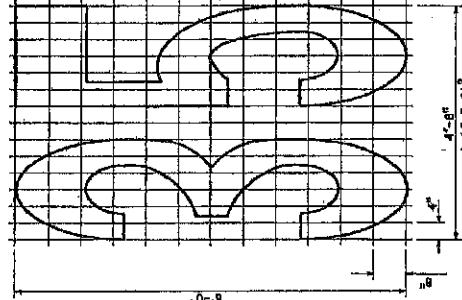
**BIKE LANE SYMBOL WITH PERSON**



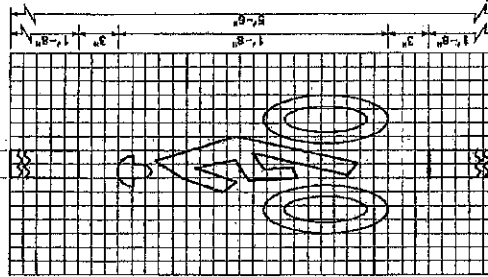
**BIKE LANE SYMBOL WITHOUT PERSON**



**NUMERALS**



**SHARED ROADWAY BICYCLE MARKING**



**BICYCLE LOOP DETECTOR SYMBOL**

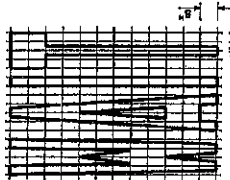
STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION  
**PAVEMENT MARKINGS  
SYMBOLS AND NUMERALS**  
NO SCALE

**A24C**

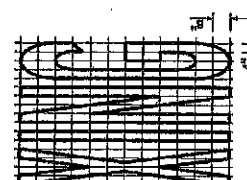
DISTRICT	COUNTY	ROUTE	PROJECT	DATE

MAY 31, 2018  
 REGISTERED CIVIL ENGINEER  
 STATE OF CALIFORNIA  
 PROFESSIONAL ENGINEER  
 CIVIL  
 NO. 35151

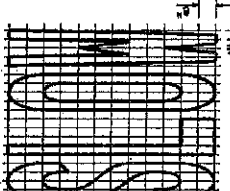
PLACE APPROVAL DATE  
 IN THIS SPACE  
 OR REMOVE THIS PLAN  
 FROM THE PROJECT OF CHARGE



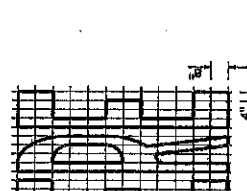
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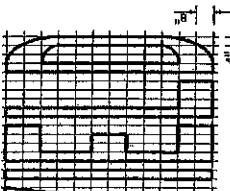
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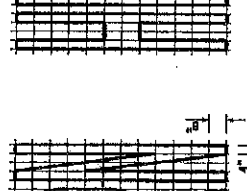
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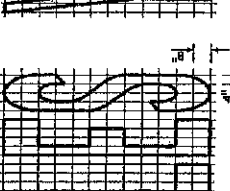
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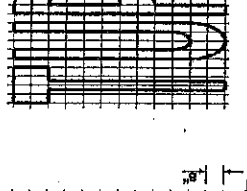
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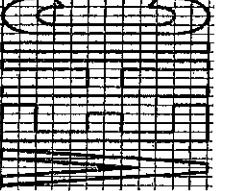
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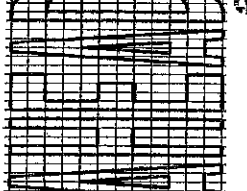
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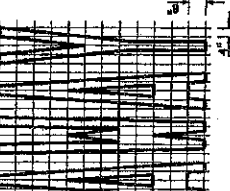
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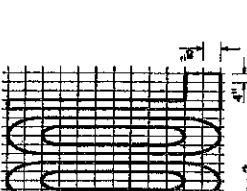
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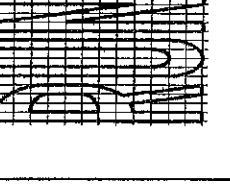
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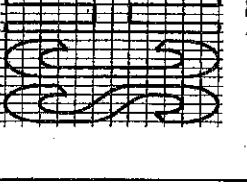
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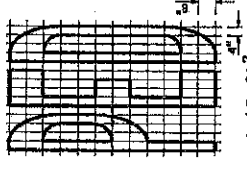
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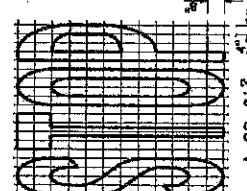
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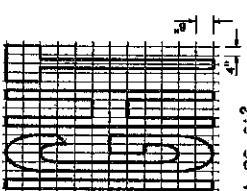
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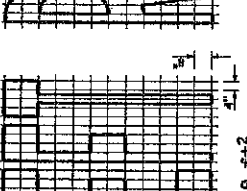
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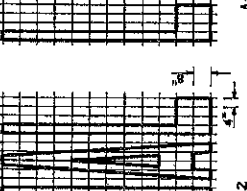
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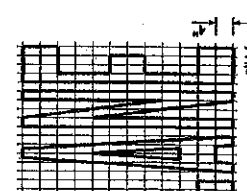
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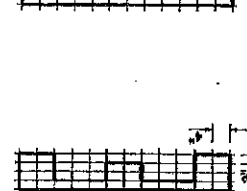
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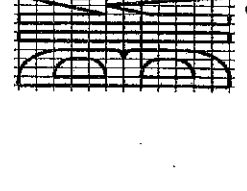
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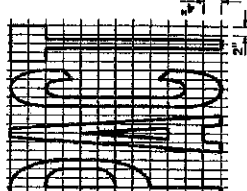
A=6 ft+2



A=5 ft+2



A=5 ft+2



A=10 ft+2

NOTES:

1. If a message consists of more than one word, it must read "up", i.e., the first word must be nearest the driver.
2. The space between words must be at least four times the height of the characters, but not more than ten times the height of the characters. The space may be reduced appropriately where there is limited space because of local conditions.
3. Minor variations in dimensions may be accepted by the Engineer.
4. Portions of a letter, number or symbol may be separated by connecting segments not to exceed 2" in width.

WORD MARKINGS			
ITEM	ft+2	ITEM	ft+2
XING	21	YIELD	24
AHEAD	31	SCHOOL	35
WAIT	19	SIGNAL	32
LANE	6	TURN	24
RIGHT	26	HERE	26
		BIKE	5
		PED	18
		SLOW	23
		STOP	22
		LEFT	19
		VEHICLES	42
		COMPACT	10
		RUNAWAY	43

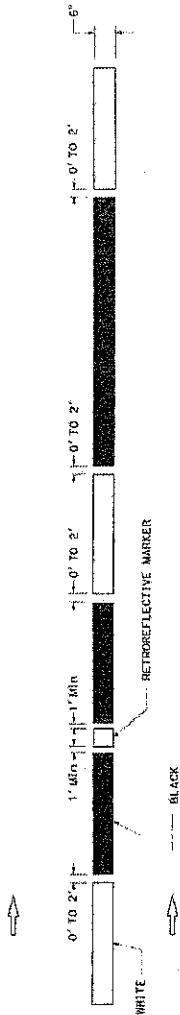
STATE OF CALIFORNIA  
 DEPARTMENT OF TRANSPORTATION  
**PAVEMENT MARKINGS**  
**WORD MARKINGS**  
 NO SCALE

A24D

May 31, 2018  
 DATE OF EXPIRATION  
 License No. 23149  
 State of California  
 Department of Transportation  
 PROFESSIONAL ENGINEER

**NOTES:**

1. See Standard Plans A20A, A20B, A20C, and A20D for pavement markers and traffic lines typical details.
2. Detail 9 traffic stripa shown, see project plans for traffic stripe details.



**OPTION 2**  
TYPICAL LANE LINE CONTRAST DETAIL

See Note 2



**OPTION 1**  
TYPICAL LANE LINE OR RIGHT EDGE LINE CONTRAST DETAIL

STATE OF CALIFORNIA  
 DEPARTMENT OF TRANSPORTATION  
**PAVEMENT MARKERS  
 AND TRAFFIC LINES**  
**TYPICAL DETAILS FOR CONTRAST STRIPING**  
 NO SCALE

A20E

Return to Table of Contents



COUNTY: \_\_\_\_\_ ROUTE: \_\_\_\_\_ PROJECT: \_\_\_\_\_ SHEET: \_\_\_\_\_

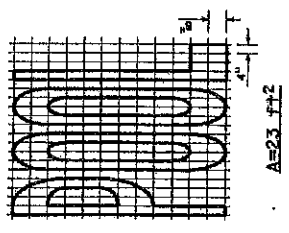
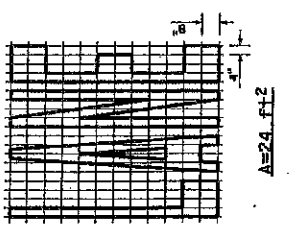
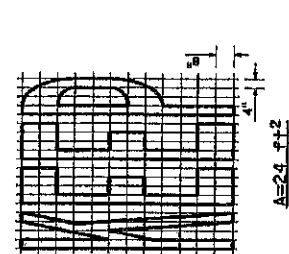
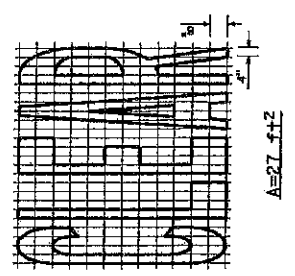
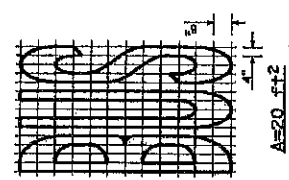
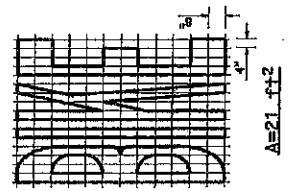
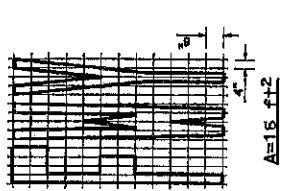
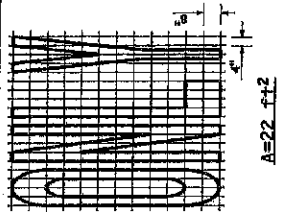
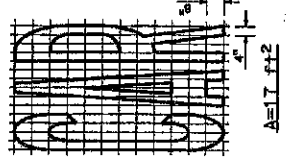
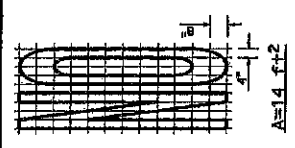
*Cliff Jansen*  
REGISTERED CIVIL ENGINEER

MAY 31, 2018

PLANS APPROVAL DATE

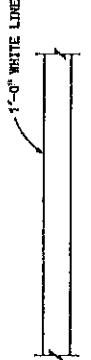
STATE OF CALIFORNIA  
DIVISION OF HIGHWAYS  
FOR ASSISTANT TO THE DIRECTOR OF TRANSPORTATION  
IN ACCORDANCE WITH THE PROVISIONS OF THE  
CALIFORNIA PUBLIC CONTRACTS CODE

ITEM	FT+2	1/2 FT+2	FT+2
LINE	24	NO	14
POOL	24	BUE	21
CAR	17	BUE	20
CLEAR	27	ONLY	22
SEEP	24	FWY	16

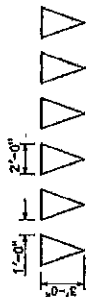


**NOTES:**

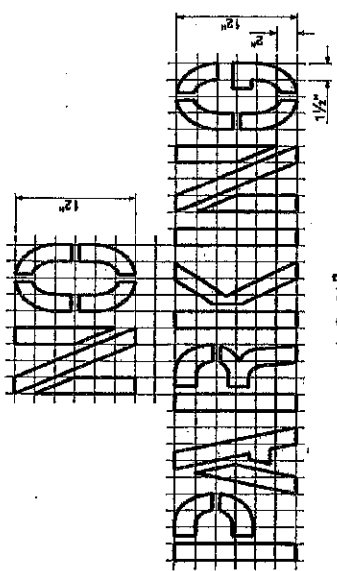
- If a message consists of more than one word, it must read "UP", i.e., the first word must be recessed the driver.
- The space between words must be at least four times the height of the characters for the word. The space may be reduced appropriately where there is limited space because of local conditions.
- Minor variations in dimensions may be accepted by the Engineer.
- Portions of a letter, number or symbol may be separated by connecting segments not to exceed 2" in width.
- The words "NO PARKING" pavement marking is to be used for parking locations. For typical locations or markings, see Standard Plans A90A and A90B.
- The words "NO PARKING" shall be painted in white letters no less than 1/2" high on a contrasting background and located so that it is visible to traffic approaching the location.



**LIMIT LINE (STOP LINE)**



**YIELD LINE**



STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION

**PAVEMENT MARKINGS  
WORDS, LIMIT AND YIELD LINES**

NO SCALE

**A24E**

DIST.	COUNTY	ROUTE	TOTAL PROJECT	SHEET NO.	TOTAL SHEETS

REGISTERED CIVIL ENGINEER

*John J. [Signature]*

May 31, 2018

PLANS APPROVAL DATE

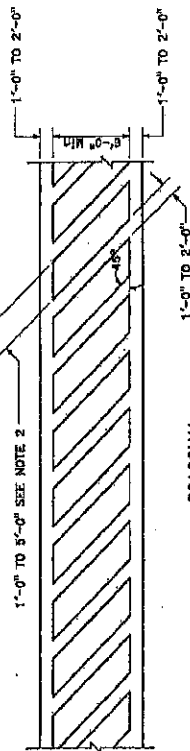
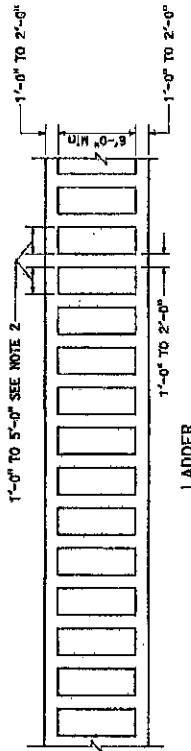
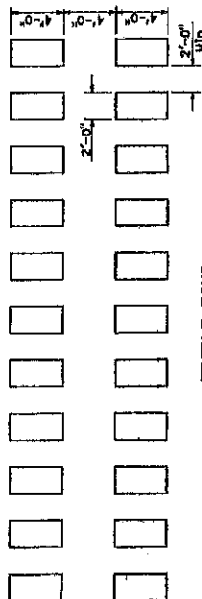
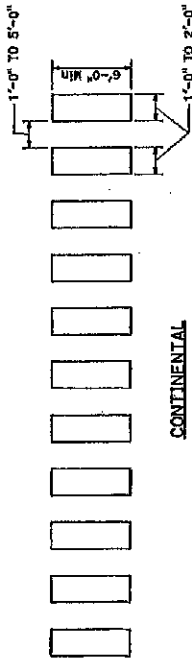
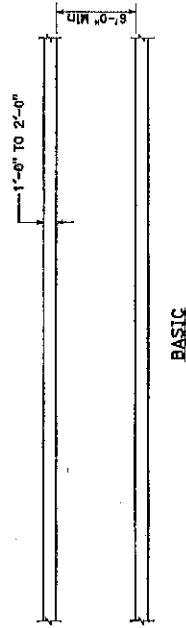
1510, ENR02

3-21-18

THE ABOVE SHALL BE THE RESPONSIBILITY OF THE ENGINEER FOR THE PROJECT AND NOT THE RESPONSIBILITY OF THE STATE OF CALIFORNIA.

**NOTES:**

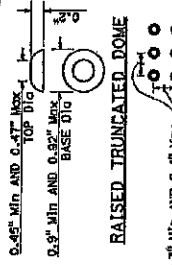
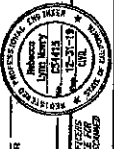
1. Spaces between markings must be placed in wheel tracks of each lane.
2. Spacings not to exceed 2.5 times width of longitudinal line.
3. All crosswalk markings must be white except those near schools must be yellow.



STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION  
**PAVEMENT MARKINGS  
CROSSWALKS**  
NO SCALE

**A24F**

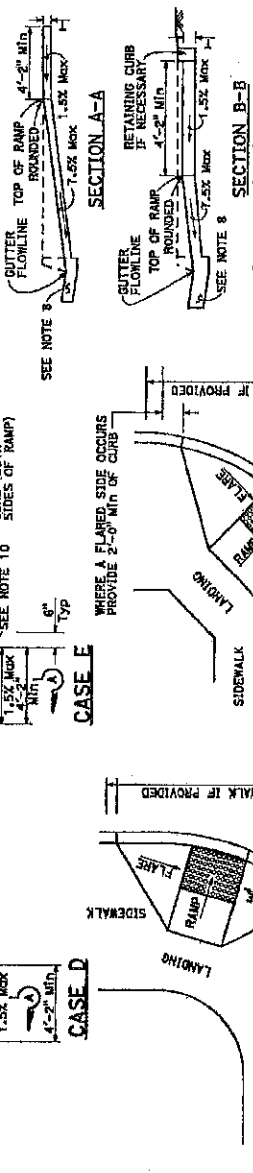
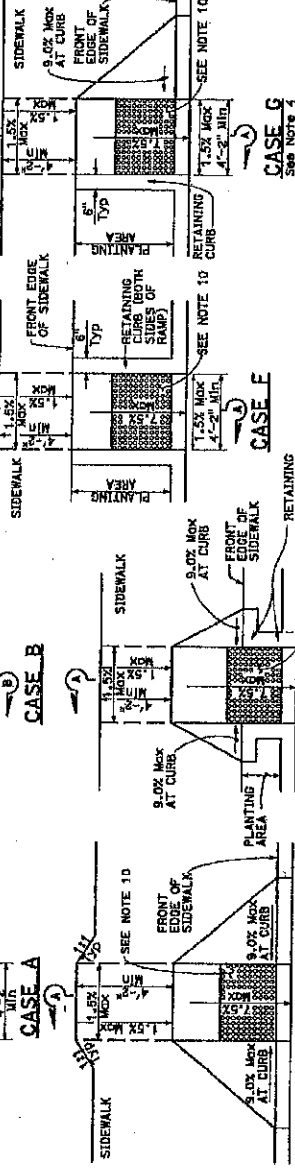
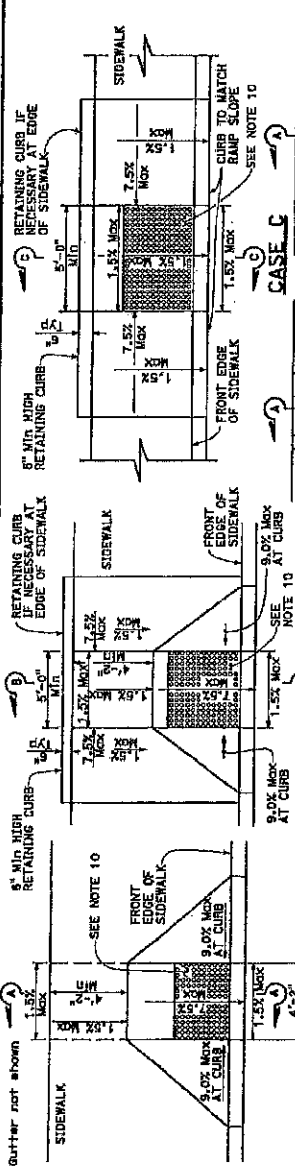
Sheet	COUNTY	ROUTE	POST MILES	CHASSET	SHEET NO.	SHEETS



**RAISED TRUNCATED DOME**  
 2.3\"/>

**DETECTABLE WARNING SURFACE**  
 NOTES:  
 See Note 10

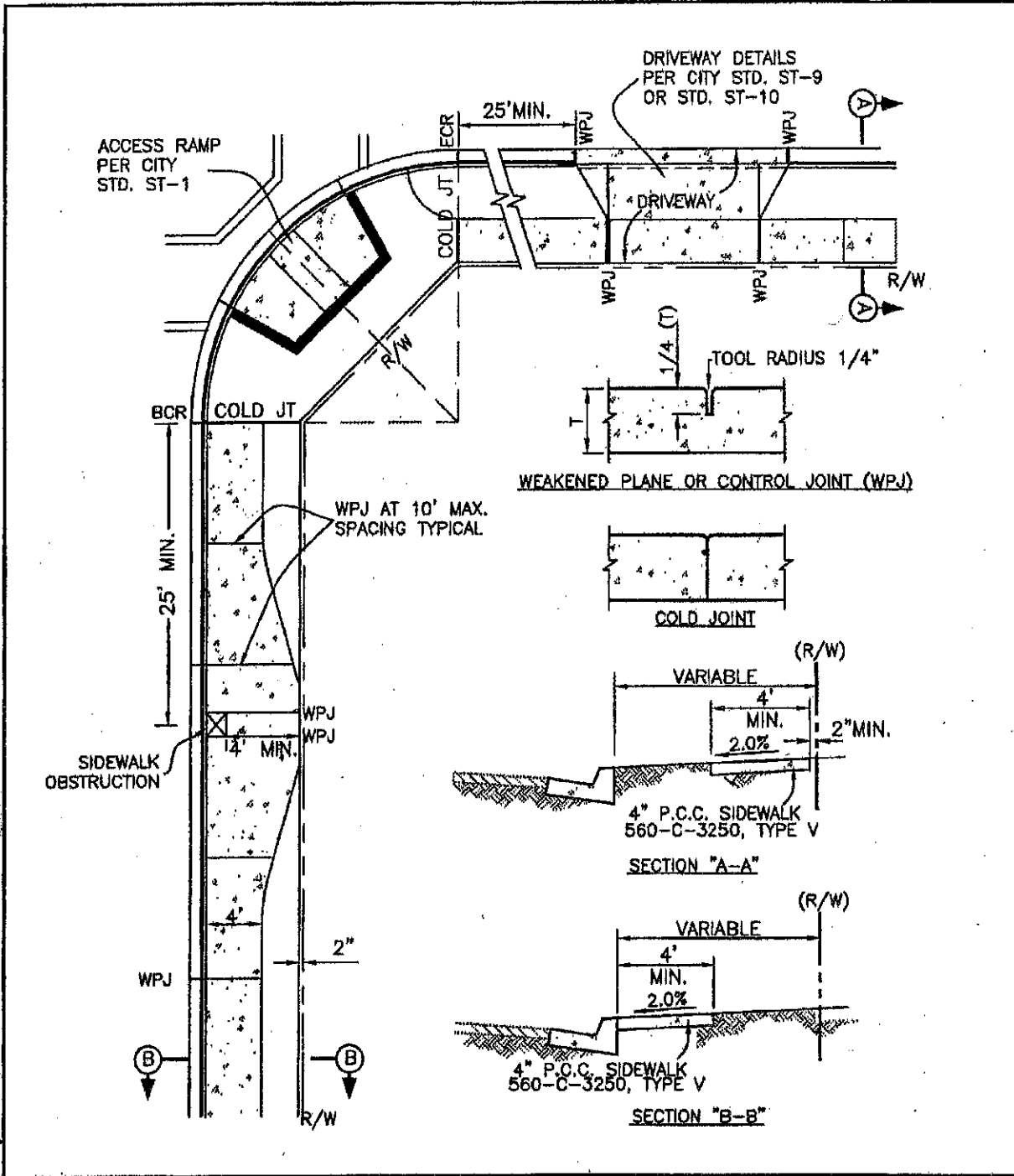
- As shown conditions dictate, Case A through Case F curb ramps may be used for corner installations similar to those shown in Detail A and Detail B. The use of Case C or Case D curb ramps may be used in conjunction with the conditions dictate. For specific site condition configurations, including the conditions dictating, see Project Plans.
- If distance from curb to back of sidewalk is too short to accommodate ramps and 4'-2\"/>





**DETAIL A**  
 TYPICAL TWO-RAMP CORNER INSTALLATION  
 See Note 1

**DETAIL B**  
 TYPICAL ONE-RAMP CORNER INSTALLATION  
 See Notes 1 and 3

STATE OF CALIFORNIA  
 DEPARTMENT OF TRANSPORTATION  
**CURB RAMP DETAILS**  
 NO SCALE  
**A88A**



D:\standards\ST-3.dwg 10/09/01 03:58:02 PM PDT

APPROVED BY:  <b>W.E. CAMERON, CITY ENGINEER</b>				23754 <b>R.C.E. NO.</b>		7-6-02 <b>DATE</b>		 <b>City of San Clemente</b> Public Works Department - Engineering Division	
<div style="display: flex; justify-content: space-between;"> <div style="text-align: center;"> <b>Sidewalks</b> </div> <div style="text-align: right;"> <b>STD. NO.</b>   <b>ST-3</b> </div> </div>									
								<b>SHEET 1 OF 2</b>	
<b>MARK</b>	<b>REVISIONS</b>	<b>APPR.</b>	<b>DATE</b>						

**SIDEWALK CONSTRUCTION NOTES:**

1. CONCRETE AND RELATED MATERIALS INCORPORATED INTO CONSTRUCTION SHALL COMPLY IN ALL RESPECTS WITH SECTION 201 OF THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION (GREEN BOOK). ALL CONCRETE SHALL BE CLASS 560-C-3250, TYPE V CEMENT, UNLESS OTHERWISE APPROVED BY THE CITY ENGINEER.
2. CONCRETE REPAIRS SHALL BE MADE BY SAW CUTTING AND REMOVING THE ENTIRE UNIT BETWEEN WEAKENED PLANE JOINTS.
3. SIDEWALK THICKNESS SHALL BE 4" P.C.C. ON NATIVE (4" C.A.B. SHALL BE USED AS REQUIRED BY THE CITY ENGINEER).
4. ALL SUBGRADE SHALL BE CONSTRUCTED TO GRADE AND CROSS SECTION PER CITY STANDARD PLANS FOR APPLICABLE STREET SECTION.
5. SUBGRADE SHALL BE SCARIFIED AND COMPACTED TO A MINIMUM DEPTH OF 12 INCHES. 90% COMPACTION IS REQUIRED BEHIND THE CURB AND IN PARKWAY AREAS. AFTER COMPACTION, THE SUBGRADE SHALL BE FREE OF UNSUITABLE MATERIALS.
6. COLOR ADDITIVES OR PATTERN STAMPED CONCRETE SHALL NOT BE USED, EXCEPT WITHIN EXISTING AREAS WITH DECORATIVE SIDEWALK AS APPROVED BY THE CITY ENGINEER.
7. SIDEWALK AND CURB JOINTS SHALL BE ALIGNED, AT MAXIMUM 10 FEET INTERVALS.
8. WEAKENED PLANE JOINTS SHALL BE 1/4 OF THE DEPTH OF THE CONCRETE THICKNESS BUT NOT LESS THAN 1 INCH. CURBS AND GUTTERS SHALL HAVE WEAKENED PLANE JOINTS OF 2 INCH MINIMUM DEPTH.
9. NO WPJ OR MONOLITHIC CONCRETE PLACEMENT SHALL BE ALLOWED BETWEEN DRIVEWAYS AND SIDEWALK, SIDEWALK AND DRIVEWAY APPROACH, DRIVEWAY APPROACH AND CURB, OR CURB AND SIDEWALK.
10. TRANSIT MIXED CONCRETE DELIVERY TICKETS SHALL BE PROVIDED TO THE INSPECTOR PRIOR TO PLACING CONCRETE TO INSURE THAT THE CONCRETE MEETS SPECIFICATIONS.
11. ALL SURFACES SHALL BE TRUE AND STRAIGHT AND OF UNIFORM WIDTH, FREE OF HUMPS, SAGS, IRREGULARITIES AND IMPERFECTIONS. UNIFORM SURFACES SHALL NOT VARY MORE THAN 0.01 FOOT WHEN MEASURED WITH A 10 FOOT STRAIGHT EDGE.
12. ALL SURFACES SHALL RECEIVE A FINE BROOM FINISH.
13. UPON COMPLETION OF FINISHING OPERATIONS ALL SURFACES SHALL BE SPRAYED WITH CURING COMPOUND.

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APPROVED BY:

*W. Cameron*  
 W.E. CAMERON, CITY ENGINEER

23764 R.C.E. NO.      7-16-02 DATE

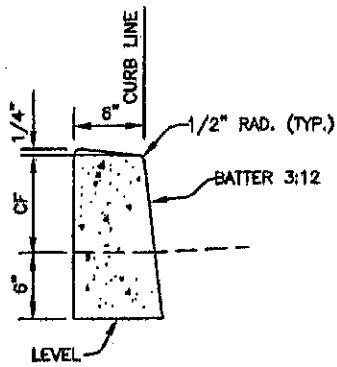


*City of San Clemente*  
 Public Works Department - Engineering Division

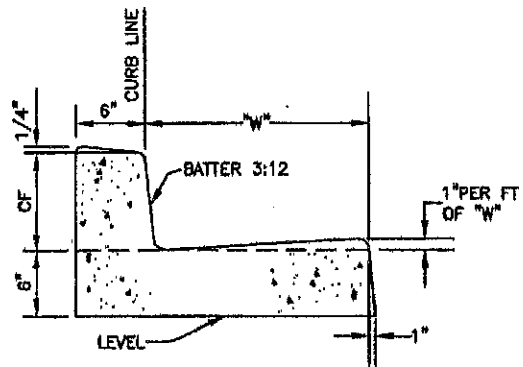
MARK	REVISIONS	APPR.	DATE

**Sidewalks**

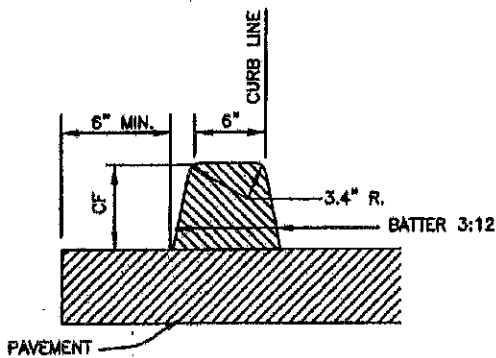
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**ST-3**  
  
 SHEET 2 OF 2



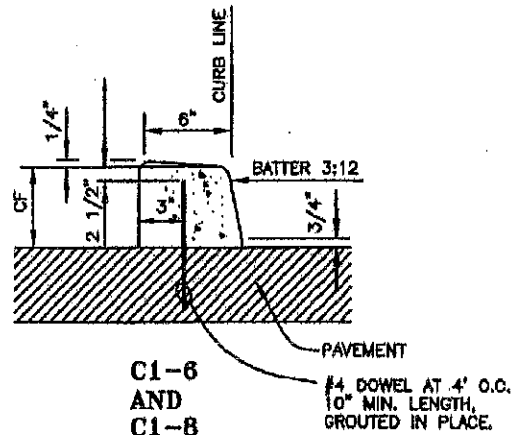
**A1-6  
AND  
A1-8**



**A2-6  
AND  
A2-8**



**D1-6  
AND  
D1-8**



**C1-6  
AND  
C1-8**

#4 DOWEL AT 4' O.C.  
10" MIN. LENGTH,  
GROUTED IN PLACE.

**NOTES:**

1. ALL DIMENSIONS ARE MEASURED IN INCHES.
2. CURB FACE HEIGHT IS THE LAST NUMBER IN THE DESIGNATION, "A2-6".
3. TYPES A1, A2, AND C1 ARE CONSTRUCTED OF PORTLAND CEMENT CONCRETE, CLASS 560-C-3250, TYPE V.
4. TYPE D1 IS CONSTRUCTED OF ASPHALT CONCRETE.
5. TYPE C1 CURB SHALL BE ANCHORED WITH DOWELS AS SHOWN OR WITH AN EPOXY MUST BE APPROVED BY THE CITY ENGINEER.
6. GRADE SHALL BE MEASURED AT TOP OF CURB.
7. RELATIVE COMPACTION REQUIREMENT FOR TOP 12" OF SUBGRADE IS 90%. WHEN CLASS II BASE IS USED UNDER STREET PAVEMENT, CLASS II BASE SHALL ALSO BE PLACED UNDER CURB AND GUTTER.
8. WEAKENED PLANE JOINTS SHALL BE PLACED PER CITY STANDARD PLAN, ST-3.
9. ALL SURFACES SHALL RECEIVE A MEDIUM BROOM FINISH AND APPLY CURING COMPOUND.
10. "W" IS 24" UNLESS OTHERWISE SPECIFIED.

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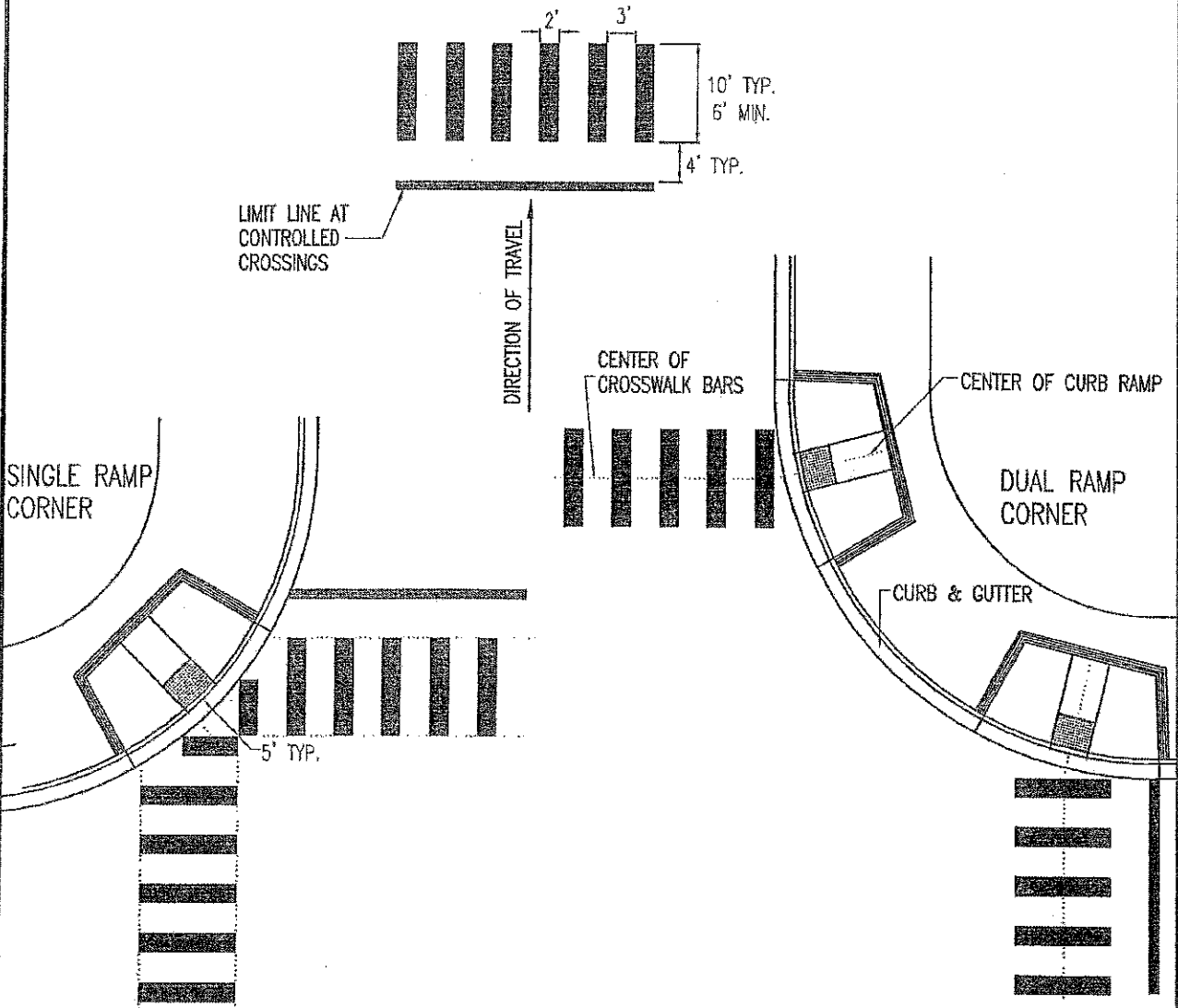
APPROVED BY:  
  
 W.E. CAMERON, CITY ENGINEER      23764      7-16-02  
 R.C.E. NO.      DATE

**City of San Clemente**  
 Public Works Department - Engineering Division

MARK	REVISIONS	APPR.	DATE

<b>Curbs And Gutters</b>	STD.NO.  <b>ST-6</b>
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# TYPICAL CONTINENTAL CROSSWALK MARKINGS



**NOTES:**

1. MARKED CROSSWALK LOCATIONS CONSISTING OF BRICK PAVERS OR OTHER DECORATIVE PAVING SHALL ONLY BE USED IN CONJUNCTION WITH TRANSVERSE CROSSWALK MARKINGS.
2. CONTINENTAL CROSSWALK MARKINGS SHALL BE ALIGNED PARALLEL TO THE DIRECTION OF VEHICULAR TRAVEL.
3. PARTIAL LENGTH BARS MAY BE USED WHERE FULL LENGTH BARS CAN NOT BE ACCOMMODATED, E.G. IN CURB RAMP RETURN VICINITY. HOWEVER, PARTIAL BARS SHALL MAINTAIN FULL WIDTH (2 FT).
4. CROSSWALK MARKINGS SHALL BE CALIFORNIA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (CA-MUTCD) RETROREFLECTIVITY COMPLIANT AND SKID RESISTANT.

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APPROVED BY:  
  
**TOM BONIGUT, P.E.**  
 PW DIRECTOR/CITY ENGINEER

53961 12/18/19  
 R.C.E. NO. DATE

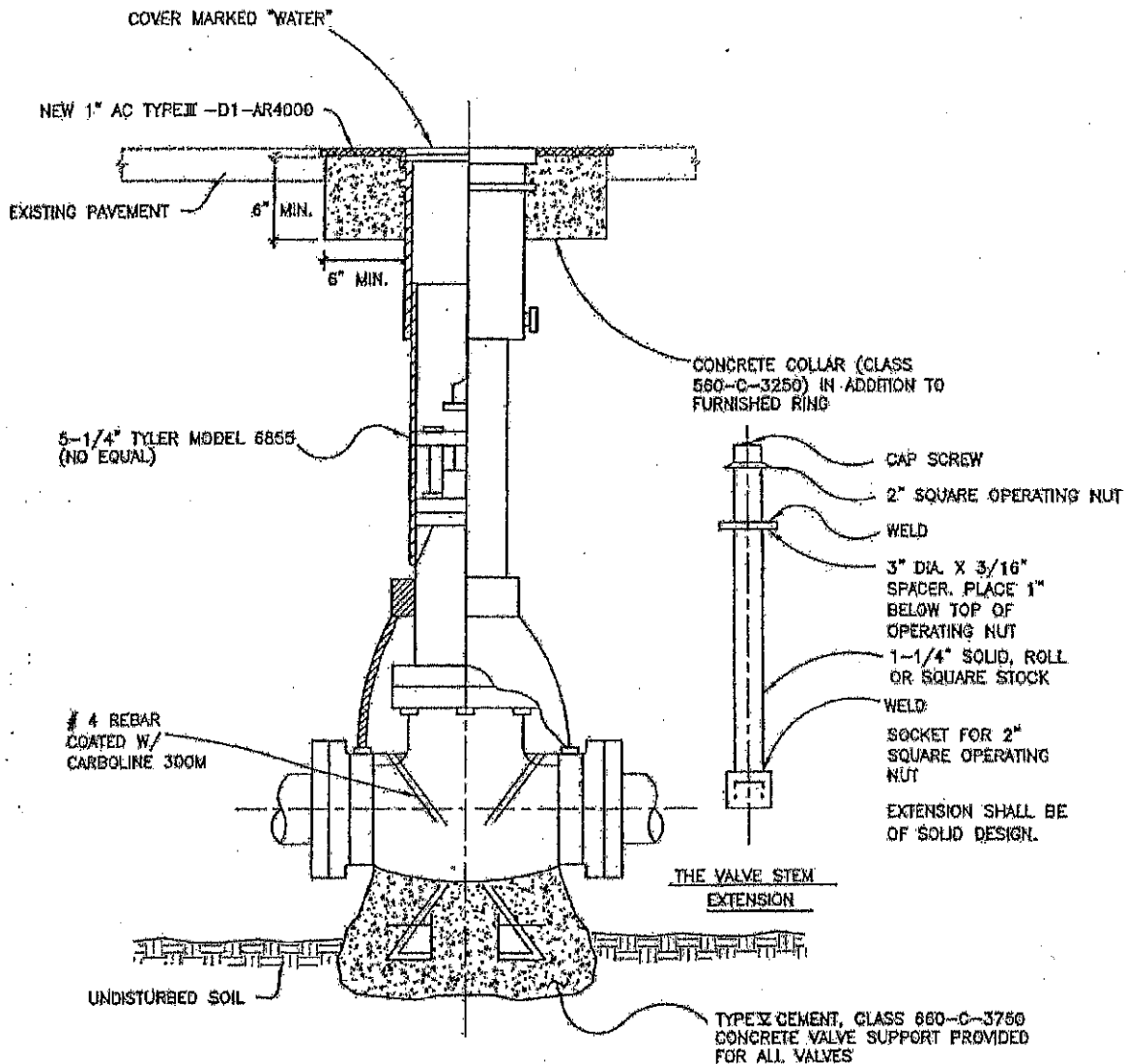


**City of San Clemente**  
 Public Works Department - Engineering Division

MARK	REVISIONS	APPR.	DATE

**Continental Crosswalk**

STD.NO.  
**ST-21**



**NOTE:**

THREE FLANGE BY PUSH ON RESILIENT WEDGE GATE VALVES SHALL BE INSTALLED AT ALL TEE & FITTINGS.  
 FOUR FLANGE BY PUSH ON RESILIENT WEDGE GATE VALVES SHALL BE INSTALLED AT ALL CROSS FITTINGS.

APPROVED BY: *W.E. Cameron*  
 W.E. CAMERON, CITY ENGINEER 23764 6/23/00  
 R.C.E. NO. DATE



*City of San Clemente*  
 Public Works Department - Engineering Division

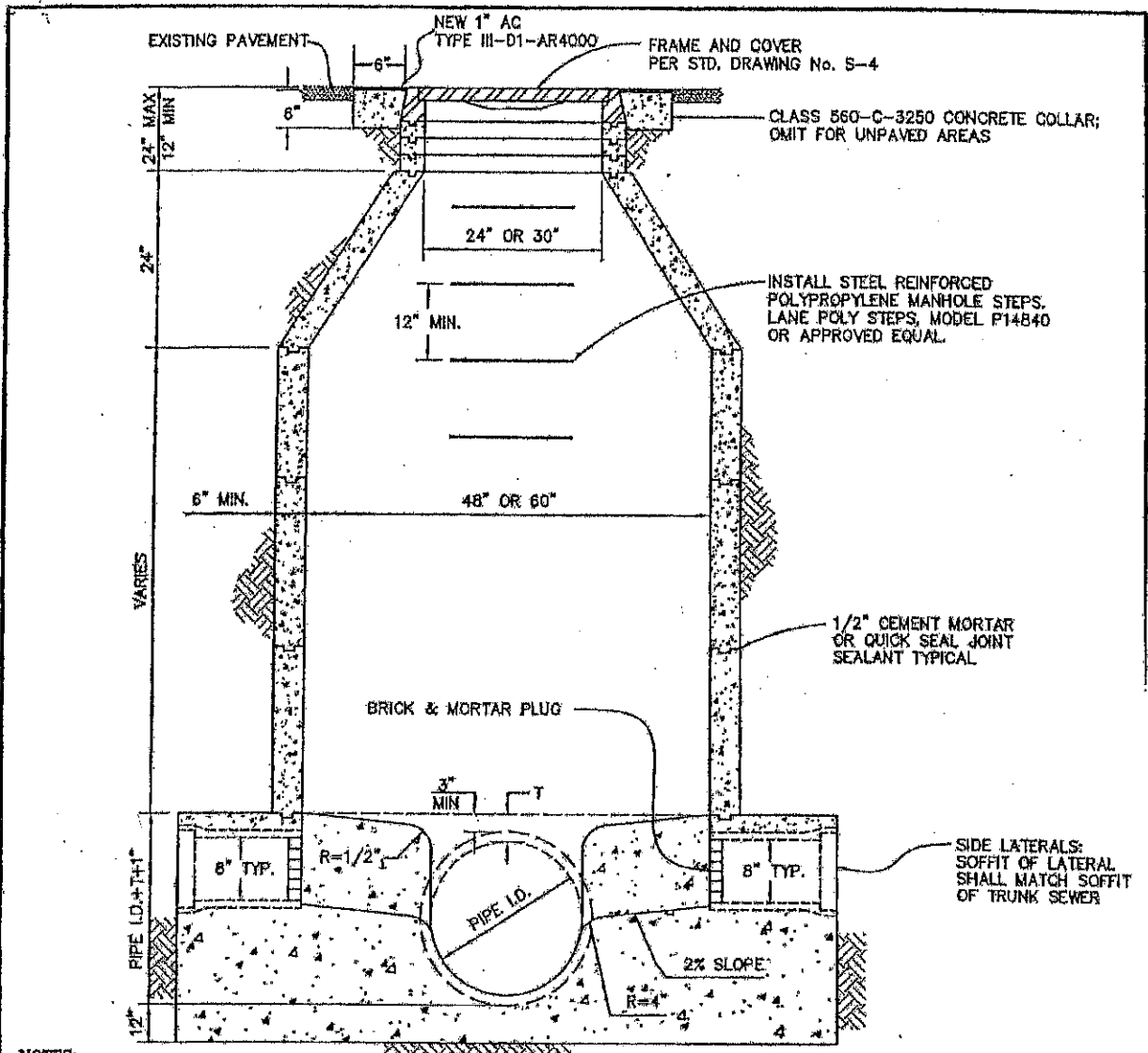
STD. NO.

Valve & Valve Box  
 Assembly

W-4

MARK	REVISIONS	APPR.	DATE





**NOTES:**

1. BASE SHALL BE CONSTRUCTED WITH TYPE V CEMENT, CLASS 560-C-3250 CONCRETE POURED TO UNDISTURBED (OR APPROVED BEDDING) SOIL. FORM CHANNELS AS DETAILED IN STANDARD DRAWING No. S-3.
2. MANHOLES PLACED IN UNPAVED AREAS SHALL HAVE FRAME AND COVER 18 INCHES ABOVE FINISH GRADE.
3. FOR SEWERS 10-INCH DIAMETER OR LESS, MANHOLE INSIDE DIAMETER SHALL BE 48 INCHES.
4. FOR SEWERS 12-INCH DIAMETER OR GREATER, MANHOLE INSIDE DIAMETER SHALL BE 60 INCHES.
5. MANHOLE DEPTHS GREATER THAN 12 FEET, SPECIAL DETAILS MUST BE SUBMITTED FOR CITY ENGINEER'S APPROVAL.

**COATINGS:**

- INTERIOR: 3 MILS OF EPOXY PRIMER WITH 60 MILS POLYURETHANE COAT
- EXTERIOR: 2 COAT 18 DRY MILS. KOP-COAT 300M

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APPROVED BY: *W.E. Cameron*  
 W.E. CAMERON, CITY ENGINEER      23764      6-28-00  
 R.C.E. NO.      DATE

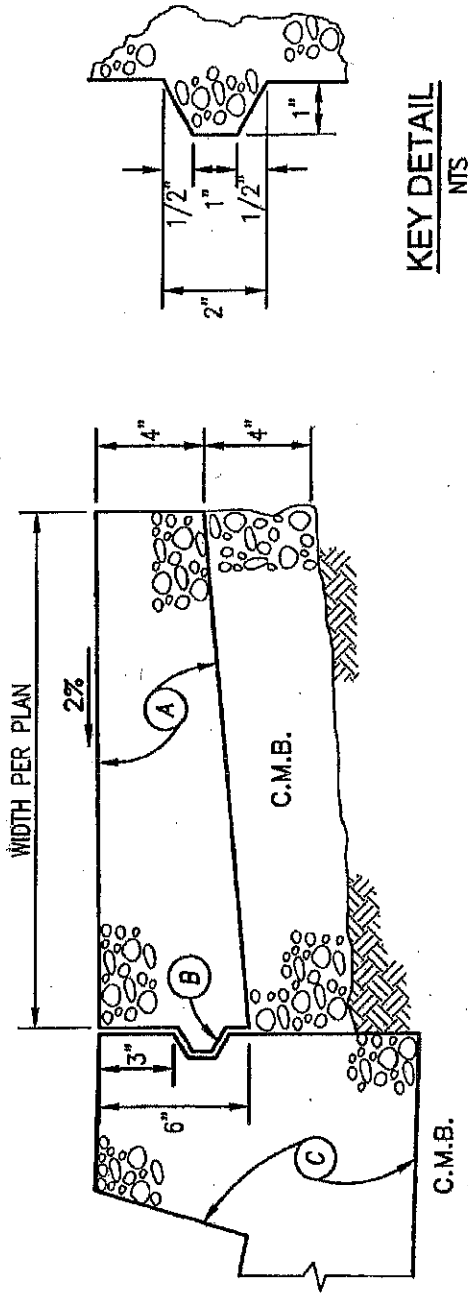


**City of San Clemente**  
 Public Works Department - Engineering Division

MARK	REVISIONS	APPR.	DATE

Standard Manhole

STD. NO.  
S-2



**KEY DETAIL**  
NTS

- (A) — CONSTRUCT PCC SIDEWALK PER CITY OF SAN CLEMENTE STANDARD NO. ST-3 WITH DIMENSIONS MODIFIED AS SHOWN HEREON.
- (B) — JOIN CURB & GUTTER CHAMFERED 1" X 2" KEY.
- (C) — CONSTRUCT PCC CURB & GUTTER PER CITY OF SAN CLEMENTE STANDARD NO. ST-6 WITH KEY AS SHOWN HEREON.

**MODIFIED CURB & GUTTER / SIDEWALK KEY DETAIL**

**APPENDIX E  
SAMPLE R & R  
LIST**

City of San Clemente  
Sample listing of RR locations

No.	Location	Width	Length	S.F.
1	E/B Ave. Caballeros at de la Paz	5	12	60
2	124 Ave. Miramar	6	35	210
3	La Paloma at W. Ave. Marquita	10	10	100
4	223-225 La Paloma	5	62	310
5	Ave. Pico westbound no. 2 lane at Navarro	5	8	40
6	Ave. Pico eastbound no. 1 lane at Via Pico Plaza by median	5	6	30
7	Calle Puente at W. Ave. Canada intersection	15	17	255
8	Calle Puente at school / Del Poniente	12	5	60
9	Calle Puente at school / Del Poniente	12	5	60
10	Los Obreros Lane behind the Elks Lodge	8	8	64
11	337 Calle Felicidad	10	6	60
12	201 Calle Felicidad	7	13	91
13	201 Calle Felicidad	5	14	70
14	201 Calle Felicidad	6	5	30
15	201 Calle Felicidad	7	12	84
16	201 Calle Felicidad	4	14	56
17	337 Calle Felicidad	10	6	60
18	Ave. Ortega at Calle Gomez	7	5	35
19	Calle Empalme at 427 Calle Familia	4	34	136
20	San Luis Rey at 125 Ave. Dominguez	9	5	45
21	San Luis Rey at 124 Santa Inez	6	5	30
22	409 Calle Nina	5	6	30
23	409 Calle Nina	5	8	40
24	411 Calle Nina	10	10	100
25	Ave. Teresa at Ave. Columbo	6	6	36
26	Ave. Columbo cul de sac	9	50	450
27	Ave. Columbo cul de sac	10	17	170
28	183 Ave. La Cuesta	5	5	25
29	183 Ave. La Cuesta	6	14	84
30	129 W. Ave. Marquita	4	30	120
31	135 W. Ave. Marquita	5	20	100
32	141 W. Ave. Marquita	16	4	64
33	W. Mariposa at Calle Puente	10	11	110
34	2893 Riachuelo	10	17	170
35	2893 Riachuelo	7	10	70
36	Ganado at Estancia	12	19	228
37	710 Calle Cumbre	7	9	63
38	2907 Caballista Del Sur	18	8	144
39	2950 Calle Grande Vista	12	8	96
40	316 Vista Torito	8	11	88
41	132-134 Ave. Cordoba	5	23	115
42	across from 134 Ave. Cordoba	8	37	296
43	134 Ave. Cordoba	7	34	238
44	401 W. Ave. De Los Lobos Marineros	10	6	60
45	W. Ave. De Los Lobos Marineros at 1702 S. Ola Vista	30	5	150
46	244 La Rambla	6	6	36

City of San Clemente  
Sample listing of RR locations

No.	Location	Width	Length	S.F.
47	244 La Rambla	10	18	180
48	204 Conchita	10	18	180
49	205 Conchita	5	8	40
50	206 Conchita	5	6	30
51	Los Bautismos Lane at 201 E. Ave. Magdalena	10	12	120
52	E. Ave. Magdalena southbound near 2485 S. El Camino Real	12	18	216
53	Ave. Valencia at S. El Camino Real	10	10	100
54	163 Alessandro	6	5	30
55	229 Alessandro	5	23	115
56	Sierra at Ave. de la Estrella	15	5	75
57	102 Sierra	6	19	114
58	102 Sierra	5	12	60
59	102 Sierra	7	5	35
60	102 Sierra	6	12	72
61	104 Sierra	12	36	432
62	104 Sierra	13	16	208
63	131 Redondel	4	17	68
64	134 Redondel	4	10	40
65	114 La Placentia	4	4	16
66	118 La Placentia	4	4	16
67	Ave. Vista Montana across from Optima	6.5	14	91
			<b>Total</b>	<b>7116</b>

AGREEMENT FOR CONSTRUCTION OF PUBLIC WORKS  
On Call Street Maintenance & Pavement Repair Services, PN 21304  
And Pavement Repairs for Water and Sewer Division

Exhibit 2  
Rate Proposal Sheet

## RATE PROPOSAL SHEET

### For ON-CALL STREET MAINTENANCE & PAVEMENT REPAIR SERVICES, PN 21306 and Pavement Repairs for the Water and Sewer Divisions

#### UNIT PRICES

Compensation for work shall be according to the bid items listed below. For items not listed below the Caltrans labor rates shall be used as a basis. For labor and equipment not listed in Caltrans guidelines, the agencies past experience along with contractor back up will be used as a basis for negotiation with the Contractor. With the exception of emergency services rates or project costs will be agreed upon prior to authorization of task.

Item No.	Item Description	Unit	Unit Price
1	Mobilization per cycle	%	5
2	Traffic Control and temporary striping per cycle	EA	\$1,000.00
3	Changeable Message Sign	EA	\$1,200.00
4	Posting streets for temporary "No Parking" every 75 ft on delineator	EA	\$15.00
5	Sawcut for street section removal	LF	\$5.00
6	Remove existing Street section at various locations	CY	\$178.00
7	Construct HMA III-C2 PG 64-10-R0 at removal locations. Typical 1" more than existing. Varies.	Tons	\$230.00

Item No.	Item Description	Unit	Unit Price
8	Place and compact crushed miscellaneous base on subgrade in over excavation locations.	Tons	\$35.00
9	Furnish Neenah Foundry Co. R-1575 Manhole Frame and Lid set	Set	\$1,500.00
10	Remove and Replace Manhole Frame and Cover with Neenah Foundry Co. R-1575 Frame and Lid	EA	\$450.00
11	Adjust water valve can to final grade per City Std. W-4	EA	\$350.00
12	Adjust storm drain or sewer manhole to grade per City standard S-3.	EA	\$750.00
13	Set and Adjust Water Meter Box	EA	\$25.00
14	Set and Adjust Traffic Signal Pull Box	EA	\$25.00
15	Remove Curb and gutter	L.F.	\$25.00
16	Construct Curb and gutter	L.F.	\$70.00
17	Remove sidewalk/curb ramp	S.F.	\$12.00
18	Construct sidewalk	S.F.	\$20.00
19	Remove Cross Gutter / Spandrel	S.F.	\$20.00
20	Construct Cross Gutter / Spandrel	S.F.	\$35.00
21	Install 3" or 4" PVS Sch40 Curb Drain	L.F.	\$30.00
22	Grind Depressed Curb at Curb Ramp	L.F.	\$20.00
23	Grind Gutter Flowline - 4" wide	L.F.	\$20.00
24	Grind Sidewalk - 8" wide	L.F.	\$30.00



Item No.	Item Description	Unit	Unit Price
25	Construct curb ramp	S.F.	\$30.00
26	Construct Detectable Warning Surface, Cast-in Place	S.F.	\$50.00
27	Construct Detectable Warning Surface, Surface Applied	S.F.	\$50.00
28	Construct variable height retaining curb (0"-6")	L.F.	\$35.00
29	Construct variable height retaining curb (6"-12")	L.F.	\$40.00
30	Remove driveway approach	S.F.	\$15.00
31	Construct residential driveway approach (6")	S.F.	\$30.00
32	Construct commercial driveway approach (8")	S.F.	\$35.00
33	Furnish steel plates	S.F.	\$10.00