CITY OF SANTA ANA
PUBLIC WORKS AGENCY
20 CIVIC CENTER PLAZA
SANTA ANA, CA. 92701

CONTRACT DOCUMENTS
PROJECT NO 18-6921

17TH STREET MEDIAN IRRIGATION ALTERATION
"RE-BID"

PREPARED UNDER THE SUPERVISION OF:
Suzanne Furjanic

DATE

THE PLANS AND SPECIFICATIONS ARE AVAILABLE AT NO CHARGE
IN PORTABLE DOCUMENT FORMAT (PDF) ON A COMPACT DISK (CD) ONLY

PROJECT COORDINATION AND SERVICES:

BID SUBMITTALS:
CITY HALL - ROSS ANNEX 4TH FLOOR RECEPTIONIST, (M-43)

DESIGN:
ENGINEERING (PUBLIC WORKS AGENCY) (714)/647-5013
LANDSCAPE (RECREATION & COMMUNITY SERVICES) (714)/571-4219
CONSTRUCTION ENGINEERING:
PUBLIC WORKS INSPECTOR (714)/647-5074
CONTRACT ADMINISTRATOR (714)/647-5074

PERMITS AND INSPECTIONS DEPARTMENTS:
BUILDING INSPECTOR (7:30-8:30 AM/12:30-4:30 PM) (714)/647-5680
ELECTRICAL INSPECTOR (7:30-8:30 AM/12:30-4:30 PM) (714)/647-6890
PLUMBING INSPECTOR (7:30-8:30 AM/12:30-4:30 PM) (909)/341-6860
SOUTHERN PACIFIC TRANSPORTATION COMPANY (909)/386-4000

UNDERGROUND FACILITIES:
FIRE DEPARTMENT (714)/647-5700
POLICE DEPARTMENT (714)/634-4801
PUBLIC WORKS AGENCY (CITY YARD) (714)/647-3380
PUBLIC WORKS AGENCY (TRAFFIC SIGNALS) (714)/647-6610
RECREATION & COMMUNITY SERVICES (MAINT.) (714)/571-4212
PUBLIC WORKS AGENCY (WATER & SEWER) (714)/647-3380
TIME WARNER (714)/901-8337
SOUTHERN CALIFORNIA EDISON COMPANY 1-800-422-4133
SOUTHERN CALIFORNIA GAS COMPANY 1-800-422-4133
AT&T TELEPHONE COMPANY: (714)/235-6165
WEEKENDS, HOLIDAYS, AND EMERGENCIES 1-800-422-4133
GREAT WESTERN RECLAMATION (TRASH COLLECTION) (714)/695-7761
ORANGE COUNTY TRANS. AUTHORITY (BUS SERVICE) (714)/286-4330
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B Construction Contract Agreement
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E Project Plans
NOTICE INVITING BIDS

NOTICE IS HEREBY GIVEN that the City of Santa Ana will receive Bids on or before the hour of 2:00:59 pm, June 13, 2018 by the Public Works Agency Receptionist, Third Floor (see attached map), located at City Hall - Ross Annex, 20 Civic Center Plaza, M-22, Santa Ana, California 92701 for:

PROJECT NO. 18-6921
17TH STREET MEDIAN IRRIGATION ALTERATION

Bids Proposals shall be enclosed in a sealed envelope clearly marked on the outside with the above identified project number and name, and also marked “SEALED BID – DO NOT OPEN WITH REGULAR MAIL”

Scope of Work includes alteration of existing street median irrigation system. There is no scheduled job walk.

It is the BIDDER’S responsibility to ensure delivery of the Proposal prior to the bid opening hour. Contractors will be required to comply with the City’s new security policy and sign-in with the receptionist on the first floor. Contractors will sign-in under Bid opening for Project 18-6921 to receive elevator access to the 3rd floor lobby. Contractors should allow themselves additional time to register in order to avoid missing the time-stamp deadline.

Each bid shall be accompanied by a Bid Proposal Guaranty in the form of a cashier’s or certified check payable to the City of Santa Ana, or Bid Bond issued by a corporate surety, in an amount not less than ten percent (10%) of the bid aggregate, as a guarantee that the Bidder will enter into the proposed contract if the same is awarded. The signature of the bidder on the bid bond must be notarized. The City of Santa Ana reserves the right to reject any and all bids and to waive any minor or non-substantive irregularities in the bid documents.

Prior to bid opening, Bidders must possess or obtain a valid California Class “A” or “C-27” Contractor’s license.

Addenda issued during the time the bid is advertised will be posted on the City of Santa Ana website. BIDDERs are responsible to become self-informed as to whether or not addenda have been issued.

Complete electronic sets of the Plans and Specifications are available at the Public Works Agency counter (.pdf format on CD) First Floor, 20 Civic Center Plaza, Ross Annex, Santa Ana, California 92701. There is no charge for the Plans and Specifications on CD. PWA Counter Business Hours are 9:00am to 4:00pm, Monday thru Thursday and alternate Fridays. Call the PWA Projects Information Line at 714-647-5680 for instructions and availability of CDs. To request a CD by mail, the Contractor must submit an email request to sarmour@santa-ana.org and provide the following information: Company name, mailing address, phone number, FedEx account, and email Subject heading:

CD Request for <project no.> <project name>

Contact Suzi Furjanic at 714-571-4241 for questions related to this project. Do not call Purchasing Division regarding Public Works Agency projects.
CALIFORNIA LABOR CODE

This project is subject to compliance monitoring and enforcement by the State of California Department of Industrial Relations, per Section 1771.4.a.1. BIDDERS are required to inform themselves fully of the conditions relating to construction and labor under which the work will be performed. Any contract entered into pursuant to this notice will incorporate the provisions of the California State Labor Code.

In accordance with the California State Labor Code, prevailing wage rates apply. Copies of the prevailing rate of per diem wages are on file with the Public Works Agency and shall be made available to any interested party on request.

A Contractor and any subcontractor must be registered with the Department of Industrial Relations prior to submitting a bid. “A contractor and any subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the California Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the California Business and Professions Code or by Section 10164 or 20103.5 of the California Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded. Information about registration can be found on the Department of Industrial Relations website at http://www.dir.ca.gov/public-works/publicworks.html

A bid will not be considered nor any contract or subcontract entered into without proof of the contractor and subcontractor’s current registration to perform public work.

By: ___________________________ Date: _____________

Edwin “William” Galvés, P.E.
Acting Executive Director, Public Works Agency
Civic Center Plaza

Public Works Agency
Ross Annex - 3rd Floor
20 Civic Center Plaza
Santa Ana, CA 92701

Directions

**From 5 Fwy South**
Exit Broadway, go South on Broadway, turn Right on Santa Ana Blvd.

**From 5 Fwy North**
Exit Grand Ave, turn Left on Grand Ave, turn Right on Santa Ana Blvd.

**From 22 Fwy East**
To I-5 South, exit Broadway go South on Broadway, turn Right on Santa Ana Blvd.

**From 22 Fwy West**
Exit Main St., turn Left on La Veta, turn Left on Main St., turn Right on Santa Ana Blvd.
INSTRUCTIONS TO BIDDERS FOR PROPOSAL SUBMISSION

INTENT OF PROPOSAL
The purpose of this Proposal is to identify a Prime Contractor to enter into a contract with the City of Santa Ana, referred to as AGENCY, to complete the Work shown in these Contract Documents.

PROPOSAL
The Proposal shall be submitted in accordance with the Notice Inviting Bids and shall be accompanied by the following documents:

1. Bid Proposal
2. Bidder’s Statement
3. Contractor’s Licensing and Registration Statement
4. Prevailing Wage Compliance and Monitoring Statement
5. Ownership Affidavit
6. Bid Bond
7. List of Sub-Contractors
8. References
9. Additional References
10. Non-Collusion Affidavit
11. Non-Discrimination Certificate
12. Statement Regarding Apprenticeship Requirements
13. Statement Regarding “Anti-Kickback” Requirements
14. Public Contract Code Section 10162 Questionnaire

The Proposal may be considered non-responsive if any of these documents or forms is not included. The bid package shall be submitted as instructed in the Notice Inviting Bids. It is the BIDDER’S responsibility to ensure delivery of the Proposal to the location and prior to the bid opening hour stipulated in the Notice Inviting Bids. Late Proposals will not be considered.

CALIFORNIA STATE LABOR CODE
As outlined in the Notice Inviting Bids, this project is subject to compliance monitoring and enforcement by the State of California Department of Industrial Relations, per Section 1771.4.a.1. BIDDERS are required to inform themselves fully of the conditions relating to construction and labor under which the work will be performed. Any contract entered into pursuant to this notice will incorporate the provisions of the California State Labor Code. Per Section 171.4.a.2, Contractors are required to post job site notices, as prescribed by regulation.

EXAMINATION OF CONTRACT DOCUMENTS AND PROJECT SITE
BIDDERS shall satisfy themselves by personal examination of the work site, Contract Documents including the Plans (included herein as Appendix F) and Specifications (and by any other means as they believe necessary) as to the actual physical conditions, requirements, and difficulties under which work must be performed.

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CITY OF SANTA ANA
INSTRUCTIONS TO BIDDERS
PROJECT NO.: XX-XXXX
17th STREET MEDIAN IRRIGATION ALTERATION

DISCREPANCIES AND MISUNDERSTANDINGS
No BIDDER shall at any time after submission of a proposal make any claim or assertion that there was any misunderstanding or lack of information regarding the nature or amount of work necessary for the satisfactory completion of the job. Any errors, omissions, or discrepancies found in the Contract Documents including the Plans and Specifications shall be called to the attention of the AGENCY as a Request for Clarification and addressed prior to the submission of bid proposals.

REQUESTS FOR INTERPRETATION OF CONTRACT DOCUMENTS
Requests for interpretation must be received at least five (5) days prior to the bid opening date. The person submitting the request will be responsible for its prompt delivery. Any interpretation or correction of the documents will be made only by an Addendum.

ADDENDA
All addenda issued during open bid advertisement period will be posted on the City of Santa Ana website and shall become part of the Contract Documents. Before submitting a Proposal, each BIDDER is responsible to become self-informed as to whether or not addenda have been issued. It is the BIDDER’s responsibility to notify the AGENCY regarding receipt of addenda.

WITHDRAWAL OF PROPOSAL
A Proposal may be withdrawn by submitting a written request signed by the BIDDER. Such requests must be delivered to the AGENCY’S Public Works Agency Executive Director prior to the bid-opening hour stipulated in the Notice Inviting Bids.

Proposals may not be withdrawn after said hour without forfeiture of the proposal guarantee which shall remain in effect for 60 days after opening bids. The withdrawal of the bid proposal will not prejudice the right of the BIDDER to submit a new bid proposal, providing there is time to do so, or to submit a new bid proposal if the is a rebidding of the same project.

BID PROTEST
Any bid protest must be submitted in writing to Executive Director of Public Works Agency, City of Santa Ana, 20 Civic Center Plaza M-21, Santa Ana, CA 92701 before 5:00 p.m. of the 5th business day following bid opening. Bid protests sent via mail or overnight carrier must be received by the AGENCY by 5:00 pm of the 5th business day following bid opening in order to be deemed timely. Hand delivered protests must be provided to the receptionist in the City Hall Annex/Public Works Counter on the first floor of the City Hall Annex.

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

b. The protest shall refer to the specific portion of the Contract Document which forms the basis for the protest.

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

d. The party filing the protest shall concurrently transmit a copy of the initial protest document and any attached documentation to all other parties with a direct financial interest, which may be adversely affected by the outcome of the protest. Such parties
shall include all other BIDDERS or proposers who appear to have a reasonable prospect of receiving an award depending upon the outcome of the protest. If staff is aware a protest has been filed prior to the opening of bids, the AGENCY shall announce at bid opening who such parties shall be.

e. Should a written bid protest be filed in a timely fashion, a protest hearing shall be held before the Executive Director of Public Works or designee by the 10th business day from receipt of protest. All interested parties may appear and offer testimony at this bid protest hearing. Formal rules of evidence shall not apply at this hearing, nor shall testimony under oath be required. The burden of proof shall be on the party submitting the protest to demonstrate that the staff’s determination of proposed low BIDDER is arbitrary and capricious, or unsupported by substantial evidence in the record.

f. All BIDDERS are advised that if you challenge the AGENCY’s award of contract in court, you may be limited to raising only those issues you or someone else raised at the public hearing described above, or in written correspondence delivered to the Executive Director of Public Works at or prior to the public hearing.

g. The Executive Director of Public Works or designee will issue a written decision to the City Council on the protest, which shall also be promptly provided to all interested parties. If the Executive Director of Public Works or designee determines that a protest is frivolous, the party originating the protest may be determined to be irresponsible and that party may be determined to be ineligible for future contract awards.

h. The procedure and time limits set forth in this paragraph are mandatory and are the BIDDER's sole and exclusive remedy in the event of bid protest, and failure to comply with these procedures shall constitute a waiver of any right to further pursue the bid protest, including filing a Government Code Claim or legal proceedings.

**BID PROPOSAL**

The definitions for Bid Items that are identified in the Bid Proposal form are provided in Appendix A.

The AGENCY will check each bid item unit price and amount for all the bids submitted. In case of a discrepancy between the correct product of the quantity multiplied by the unit price and the subtotal amount entered by the BIDDER, the correct unit price shall prevail and the product will be correctly accordingly.

In case of a discrepancy between the correct sum of the individual subtotal amounts and the total bid amount entered by the BIDDER, the correct sum shall prevail. If a unit price is not legible or is missing, the amount for that contract bid item shall be divided by the quantity to arrive at the unit price. The bid total shall be corrected and the results shall be considered as representing the bidder’s intention. Proposals in which the prices are obviously unbalanced may be rejected.

If a Bid contains discrepancies that make it difficult or impossible to determine the bidder’s intention, then such Bid may be considered unresponsive, in which case the bid may be rejected.
CITY OF SANTA ANA
INSTRUCTIONS TO BIDDERS
PROJECT NO.: XX-XXXX
17th STREET MEDIAN IRRIGATION ALTERATION

TIME FOR COMPLETION OF IMPROVEMENTS AND LIQUIDATED DAMAGES
The time for completion of this project, and the liquidated damages amount when/if the time for completion is exceeded, is included in the Bid Proposal Section of these Contract Documents.

BIDDERS STATEMENT
In accordance with Section 7028.15(e) of the Business and Professions Code, a licensed contractor shall not submit a bid to the public agency unless his or her contractor’s license number appears clearly on the bid, the license expiration date is stated, and the bid contains a statement that representations made therein are made under penalty of perjury. Any bid not containing this information or a bid containing information, which is subsequently false, shall be considered non-responsive and shall be rejected by the public agency. Format for these statements are included in the Bid Proposal section of these Contract Documents.

In accordance with the Section 3300 of the California Public Contract Code, the Agency has determined that the BIDDER shall possess a license in the classification specified in the Notice Inviting Bids.

OWNERSHIP AFFIDAVIT
An Ownership Affidavit is required to be completed and submitted with the Bid Proposal. A form is provided in the Bid Proposal section of these Contract Documents.

PROPOSAL GUARANTY
Each bid shall be accompanied by a Proposal Guaranty as instructed in the Notice Inviting Bids. A sample Bid Bond is included in the Bid Proposal Section of these Contract Documents.

LIST OF SUB-CONTRACTORS
The State of California Public Contract Code requires listing of all subcontractors who intend to perform work which is ½ % of the bid or $10,000 (streets, highways and bridge projects), whichever is greater, or ½ % of the bid (buildings, parks, or other projects). A form for this information is provided in the Bid Proposal section of these Contract Documents.

REFERENCES/ADDITIONAL REFERENCES
BIDDER shall include a list of three public agencies for which BIDDER has performed similar work within past three (3) years, and three public agencies for which BIDDER and/or his Subcontractor has performed similar work within the past five (5) years. A form for this information is provided in the Bid Proposal section of these Contract Documents.

NON-COLLUSION AFFIDAVIT
In accordance with Title 23 United States Code Section 112 and Public Contract Code 7106, the AGENCY shall require all bidders to execute and submit a non-collusion affidavit with the Bid Proposal. A copy of the Non-Collusion Affidavit is provided in the Bid Proposal section of these Contract Documents.

NON-DISCRIMINATION CERTIFICATE
Attention is directed to Section 1735 of the California Labor Code, as added by Chapter 643, Statutes of 1939, which reads as follows:
CITY OF SANTA ANA
INSTRUCTIONS TO BIDDERS
PROJECT NO.: XX-XXXX
17th STREET MEDIAN IRRIGATION ALTERATION

“No discrimination shall be made in the employment of persons upon public works because of the race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, or sex of such persons except as provided in Section 1420, and every contractor for Public Works violating this Section is subject to all penalties imposed for a violation of the Chapter.”

A copy of the Certification of Nondiscrimination by Contractors is provided in the Bid Proposal section of these Contract Documents.

STATEMENT REGARDING APPRENTICESHIP REQUIREMENTS
Bidders shall be familiar with the requirements of Section 1777.5 of the California State Labor Code regarding employment of apprentices and shall submit a Statement Regarding Apprenticeship Requirements with the Bid Proposal. A copy of the Statement is provided in the Bid Proposal section of these Contract Documents.

STATEMENT REGARDING “ANTI-KICK-BACK” REQUIREMENTS
Bidders shall be familiar with, and shall agree to comply with, the Copeland “Anti-Kickback” Act (18 USC 74) as supplemented in the Department of Labor regulations (29 CFR, Part 3), and shall submit a Statement Regarding “Anti-Kickback” Requirements with the Bid Proposal. A copy of the Statement is provided in the Bid Proposal section of these Contract Documents.

CONSTRUCTION CONTRACT AGREEMENT, BONDS & INSURANCE
The Construction Contract Agreement is included in the project Contract Documents as Appendix B, Sample Bonds are included as Appendix C, and Insurance Requirements are included as Appendix D.

Following authorization by City Council to award a Construction Contract, written notification will be given by the AGENCY to the successful BIDDER who will, within ten (10) business days, submit to the Agency the completed and signed Construction Contract Agreement, a Performance Bond, a Payment Bond, and evidence of Worker’s Compensation Insurance.

Failure to execute a contract and submission of acceptable bonds and insurance as provided herein within the time limit above may be just cause for the annulment of contract award and the forfeiture of the bid proposal guarantee.

No contract shall be binding upon the AGENCY until it has been completely executed by the Contractor, approved by the City Attorney, and executed by the AGENCY.

After the AGENCY executes the Contract and approves the bonds and certificates of liability insurance, the AGENCY will send the successful BIDDER a copy of the fully executed Construction Contract Agreement.

RETURN OF PROPOSAL GUARANTIES
Within ten (10) days after the award of the contract, the AGENCY will return the proposal guaranties, other than Bid Bonds, except any guaranties that have been forfeited.
CITY OF SANTA ANA
PROPOSAL
PROJECT NO.: 18-6921
17TH STREET MEDIAN IRRIGATION ALTERATION

BID PROPOSAL

TO: CITY COUNCIL OF THE CITY OF SANTA ANA

FROM: 

REQUIREMENT:

The undersigned bidder declares that they have carefully examined the location of the proposed work, that they have examined the Contract Documents in its entirety and hereby proposes to furnish all material and do all the work required to complete the said work in accordance with said plans (if any) and the specifications for the unit price(s) or lump sum(s) set forth in the following schedule:

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</table>

TOTAL BASE BID $
The lowest responsible bidder shall be selected based on the total base bid. The City reserves the right to award the Base Bid, and any, all, or none of the add-alternate bid items (if any).

* The quantity for this bid item is shown for bid comparison only. This bid item shall not be subject to the “25%” limit as stated in Section 3-2 of the Standard Specifications. The actual amount for this item will be dictated by the actual quantity used, and the Agency reserves the right to increase or decrease the quantity of this item accordingly.

† This bid item is considered a Specialty Item per Section 2-3.2 of the Standard Specifications.

TIME FOR COMPLETION OF IMPROVEMENTS AND LIQUIDATED DAMAGES

The undersigned bidder hereby proposes to complete the Work for the total base bid amount shown above, within thirty (30) working days after the commencement date stated in the Notice to Proceed.

The liquidated damages amount, in lieu of the amount specified in Subsection 6-9 of the Standard Specifications, shall be $300 per calendar day.

Name of Firm

Signature of BIDDER

Title

(If an individual, so state. If a firm or co-partnership, state the firm name and give the names of all individual co-partners composing the firm. If a corporation, state legal name of corporation, and names of President, Secretary, Treasurer and Manager, thereof.)
BIDDER’S STATEMENT

BIDDER understands and agrees that this Bid Proposal, Contract Documents and subsequent Construction Contract Agreement shall constitute the entire agreement between BIDDER and the AGENCY only after it has been accepted by the City Council, endorsed by the Clerk of the Council with her signature and official seal noting hereon the action of approval of the Council, signed by the Public Works Agency Executive Director or his/her duly authorized agent, and signed by the City Attorney, denoting his approval of the form of this document, and its execution, and when it or an exact copy of it has been either delivered to BIDDER or deposited with the United States Postal Service properly addressed to the BIDDER with the correct postage affixed thereto.

BIDDER further agrees that upon delivery (as defined above) of the accepted agreement he/she will furnish AGENCY all required bonds and certificate of liability insurance within ten (10) business days or the funds, check, draft, or BIDDER’S bond substituted in lieu thereof accompanying this proposal shall become the property of the AGENCY and shall be considered as payment of damages due to the delay and other causes suffered by AGENCY because of the failure to furnish the necessary bonds and because it is distinctly agreed that the proof of damages actually suffered is difficult to ascertain; otherwise said funds, check, drafts, or BIDDER’S bond substituted in lieu thereof shall be returned to the undersigned.

BIDDER understands that a bid is required for the entire work, the estimated quantities set forth in the bid schedule are solely for the purpose of comparing bids, and that final compensation under the contract will be based upon the actual quantities of work satisfactorily completed. The BIDDER also certifies that the bid is a balanced bid.

In accordance with Section 7028.15 of the California Business and Professions Code, the undersigned certifies under penalty of perjury that the foregoing is true and correct.

Name of Firm _____________________________________________________________

Signature of BIDDER ______________________________________________________

Title ______________________________

(If an individual, so state. If a firm or co-partnership, state the firm name and give the names of all individual co-partners composing the firm. If a corporation, state legal name of corporation, and names of President, Secretary, Treasurer and Manager, thereof.)
CITY OF SANTA ANA
PROPOSAL
PROJECT NO.: 18-6921
17TH STREET MEDIAN IRRIGATION ALTERATION

CONTRACTOR’S LICENSING AND REGISTRATION STATEMENT

The undersigned contractor, or corporate officer, declares under penalty of perjury that he/she and all his/her subcontractors are registered with the State of California Department of Industrial Relations (DIR), and that the following is true and correct.

Contractor’s Name: ______________________________________________

Business Address: ______________________________________________

Business E-Mail Address: _________________________________________

Telephone: _____________________________________________________

State Contractor’s License No. and Class: ____________________________

License Expiration Date: _________________________________________

State Dept. of Industrial Relations (DIR) Registration No.: _____________

State Dept. of Industrial Relations (DIR) Registration Expiration Date: _____________

Signed: _________________________________________________________

Title: ___________________________________________________________
PREVAILING WAGE COMPLIANCE AND MONITORING STATEMENT

Contractor is aware of the requirements of California Labor Code Section 1720, et seq., as well as California Code of Regulations, Title 8, Section 16,000, et seq., (“Prevailing Wage Laws”), which require the payment of prevailing wage rates and the performance of other requirements on “public works” and “maintenance” projects. Since the services are being performed as part of an applicable “public works” or “maintenance” project, as defined by the Prevailing Wage Laws, and since the total compensation is $1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws.

City shall provide Contractor with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the services available to interested parties upon request, and shall post copies at the Contractor’s principal place of business and at the project site.

Contractor shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

The undersigned certifies that the foregoing is true and correct.

Name of Firm

________________________________________________________

Signature of BIDDER

________________________________________________________

Title

________________________________________________________

(if an individual, so state)
OWNERSHIP AFFIDAVIT

STATE OF CALIFORNIA )
COUNTY OF ORANGE ) SS:
CITY OF SANTA ANA )

______________________, being duly sworn, deposes and says:

☐ INDIVIDUAL That he/she is the party making the foregoing proposal:

☐ PARTNERSHIP That he/she is a member of the co-partnership firm designated as:

________________________________________________________

and who has been and is duly vested with the authority to make and execute instruments for the co-partnership by:

________________________________________________________

who constitute the other members of the co-partnership.

☐ CORPORATION That he is of:

________________________________________________________

a corporation which is making the foregoing proposal:

☐ JOINT VENTURE That he is of:

________________________________________________________

one of the parties making the foregoing proposal as a joint venture, and the he/she has been and is duly vested with the authority to execute instruments for an on behalf of the parties making said bid who are:

________________________________________________________

that such a bid is genuine and not collusive or sham, and has not in any manner sought by collusion to secure any advantage against the City of Santa Ana or any person interested in the proposed contract, for himself or any other person.

________________________________________________________

Signature of Bidder

Subscribed and sworn to before me this _________ day of ____________ 20 ___

________________________________________________________

Signature of officer Administering Oath (Notary Public)
BID BOND

KNOW ALL PRESENT that,

______________________________________, as BIDDER, and
______________________________________, as SURETY,
are held and firmly bound unto the CITY OF SANTA ANA, as AGENCY, in the penal sum of ___________ Dollars ($__________), which is ten percent (10%) of the total amount bid by BIDDER to AGENCY for the above-stated project, for the payment of which sum, BIDDER and SURETY agree to be bound, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH that, whereas BIDDER is about to submit a bid to AGENCY for the above-stated project, if said bid is rejected, or if said bid is accepted and a contract is awarded and entered into by BIDDER in the manner and time specified, then this obligation shall be null and void, otherwise it shall remain in full force and effect in favor of AGENCY.

IN WITNESS WHEREOF the parties hereto have set their names, titles, hands, and seal this _____ day of ______________ , 20__.  

BIDDER*

______________________________________

______________________________________

SURETY*

______________________________________

Subscribed and sworn to before me __________________________ this _____ day of ______________ , 20__.  

Signature: ____________________________

Notary Public in and for the County of ______________ , State of __________________________

* Provide BIDDER/ SURETY name, address, and telephone number and the name, title, address, and telephone number of authorized representative.
CITY OF SANTA ANA  
PROPOSAL  
PROJECT NO.: 18-6921  
17TH STREET MEDIAN IRRIGATION ALTERATION

LIST OF SUB-CONTRACTORS

Section 4100 et. seq. of the Public Contract Code requires listing of all subcontractors with the bid for all subcontract work exceeding the following amount:

- Streets, highways including bridge projects: ½% of the bid or $10,000, whichever is greater
- Buildings, parks, or other projects: ½% of the bid

Section 1725.5 of the Public Contract Code requires all Subcontractors be registered with the State Department of Industrial Relations (DIR).

BIDDER proposes to subcontract certain portions of the work to the firms listed below:

<table>
<thead>
<tr>
<th>Name</th>
<th>License #/Exp.</th>
<th>DIR Reg. #/Exp.</th>
<th>Location</th>
<th>Phone</th>
<th>Type Of Work</th>
<th>Amount $</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name</td>
<td>License #/Exp.</td>
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<td>Location</td>
<td>Phone</td>
<td>Type Of Work</td>
<td>Amount $</td>
</tr>
</tbody>
</table>

Signature of Bidder
REFERENCES

The following are the names, addresses, and telephone numbers for THREE public agencies for which the BIDDER has performed similar work within the past three years.

1.  
   Name and Address of Owner.  
   Name and Telephone Number of person familiar with project.  
   Contract Amount  
   Type of Work  
   Date Completed

2.  
   Name and Address of owner.  
   Name and Telephone Number of person familiar with project.  
   Contract Amount  
   Type of Work  
   Date Completed

3.  
   Name and Address of owner.  
   Name and Telephone Number of person familiar with project.  
   Contract Amount  
   Type of Work  
   Date Completed

The following are the names, addresses, and telephone numbers of all brokers and sureties from whom BIDDER intends to procure insurance and bonds.


ADDITIONAL REFERENCES

The following are the names, addresses, and telephone numbers for THREE public agencies for which the BIDDER or Subcontractor has performed similar work in the past five years.

1. 
   Name and Address of Owner.
   
   Name and Telephone Number of person familiar with project.
   
   Contract Amount  Type of Work  Date Completed

2. 
   Name and Address of owner.
   
   Name and Telephone Number of person familiar with project.
   
   Contract Amount  Type of Work  Date Completed

3. 
   Name and Address of owner.
   
   Name and Telephone Number of person familiar with project.
   
   Contract Amount  Type of Work  Date Completed

The following are the names, addresses, and telephone numbers of all brokers and sureties from whom BIDDER intends to procure insurance and bonds.
CITY OF SANTA ANA
PROPOSAL
PROJECT NO.: 18-6921
17TH STREET MEDIAN IRRIGATION ALTERATION

NON-COLLUSION AFFIDAVIT

(Title 23 United States Code Section 112 and Public Contract Code Section 7106)

In conformance with Title 23 United States Code Section 112 and Public Contract Code 7106 the BIDDER declares that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the BIDDER has not directly or indirectly induced or solicited any other BIDDER to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any BIDDER or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the BIDDER has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the BIDDER or any other BIDDER, or to fix any overhead, profit, or cost element of the bid price, or of that of any other BIDDER, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the BIDDER has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Note: The above Non-collusion Affidavit is part of the Proposal. BIDDERS are cautioned that making a false certification may subject the certifier to criminal prosecution.

Signed

State of California
County of 

Subscribed and sworn to (or affirmed) before me on this _____ day of ______, 20__, by ______________________, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me

Notary Public Signature
Notary Public Seal
NON-DISCRIMINATION CERTIFICATE

The undersigned contractor or corporate officer, during the performance of this contract, certifies as follows:

1. The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without, regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

2. The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

3. The Contractor shall send to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers’ representatives of the Contractor’s commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

4. The Contractor shall comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

5. The Contractor shall furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his/her books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation, to ascertain compliance with such rules, regulations, and orders.

6. In the event of the Contractor’s non-compliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, the contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulations, or order of the Secretary of Labor, or as otherwise provided by law.
7. The Contractor shall include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontract or purchase order as the administering agency may direct as means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request that the United States enter into such litigation to protect the interests of the United States.

8. Pursuant to California Labor Code Section 1735, as added by Chapter 643 Stats. 1939, and as amended, no discrimination shall be made in the employment of persons upon public works because of race, religious creed, color, national origin, ancestry, physical handicaps, mental condition, marital status, or sex of such persons, except as provided in Section 1420, and any contractor of public works violating this Section is subject to all the penalties imposed for a violation of the Chapter.

Signed: ________________________________

Title: ________________________________

Firm: ________________________________

Date: ________________________________
CITY OF SANTA ANA
PROPOSAL
PROJECT NO.: 18-6921
17TH STREET MEDIAN IRRIGATION ALTERATION

STATEMENT REGARDING APPRENTICESHIP REQUIREMENTS

The undersigned BIDDER is familiar with the requirements of Section 1777.5 of the State Labor Code regarding employment of apprentices, and understands that contractors on contracts exceeding $30,000 or 20 working days shall:

1. Apply to the joint apprenticeship committee administering the apprenticeship standards of the craft or trade in the area of the site of the public work for a certificate approving the contractor under the apprenticeship standards for the employment and training of apprentices in the area or industry affected.

2. Employ the number of apprentices or the ratio of apprentices to journeymen stipulated in the apprenticeship standards.

3. Contribute to the fund or funds in each craft or trade in which he/she employs journeymen or apprentices on the public work, in the same amount or upon the same basis and in the same manner as the other contractors, except contractors not signatory to the trust agreement shall pay a like amount to the California Apprenticeship Council.

Signed: __________________________________________
Title: _____________________________________________
Firm: _____________________________________________
Date: _____________________________________________
STATEMENT REGARDING “ANTI-KICKBACK” REQUIREMENTS

The undersigned is submitting this proposal for performing by contract the work required by these bid documents, agrees to comply with the Copeland “Anti-Kickback” Act (18 USC 74) as supplemented in the Department of Labor regulations (29 CFR, Part 3). This act provides that each contractor or subcontractor shall be prohibited from inducing, by any means, any person employed in the construction or repair of public work, to give up any part of the compensation to which he/she is otherwise entitled.

Signed: 

Title: 

Firm: 

Date: 
PUBLIC CONTRACT CODE SECTION 10162 QUESTIONNAIRE

In conformance with Public Contract Code Section 10162, the BIDDER shall complete, under penalty of perjury, the following questionnaire:

Has the BIDDER, any officer of the BIDDER, or any employee of the BIDDER who has a proprietary interest in the BIDDER, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation?

Yes ________ No ________

If the answer is yes, explain the circumstances in the following space.
FORWARD


The following General Provisions are supplementary and in addition to the provisions of the Standard Specifications, unless otherwise noted. The section and subsection numbering system used in these General Provisions corresponds to that used in the Standard Specifications.

The State of California Department of Transportation Standard Specifications, Standard Plans, and Manual on Uniform Traffic Control Devices, latest edition at time of bid of each, are incorporated herein by reference and are hereby accepted as Reference Specifications. These Reference Specifications are intended to govern certain construction materials, methods, and details except as modified herein or are inconsistent with the provisions herein.

PART 1
GENERAL PROVISIONS

SECTION 1 - TERMS, DEFINITIONS, ABBREVIATIONS, UNITS OF MEASURE AND SYMBOLS

1-2 TERMS & DEFINITIONS
Add the following to this subsection:

Acceptance – The formal written acceptance by the Agency of the completed project.

Agency – City of Santa Ana

Approved Equal – material or product that has been reviewed and approved by the Engineer as similar and equal in all respects and acceptable for use in lieu of that specified.

Approved, Required, Directed – or words of similar import, refer to and indicate that the work or materials shall be “approved,” “required,” or “directed” by the City of Santa Ana or its duly authorized representative.

Board – City Council of the City of Santa Ana

Bid Proposal – see Bid

City – City of Santa Ana

City Council – The body constituting the awarding authority of the City, namely the City Council of the City of Santa Ana.
Contract Documents – In addition to items specified in the Standard Specifications, Contract Documents shall also include all Appendices as referenced and/or included.

Contractor – The person or persons, co-partnership or corporation, private or municipal, who have entered into contract for this work as parties or party of the second part of his or her legal representatives.

Department – City of Santa Ana Public Works Agency.

Due Notice – A written notification, given in due time, of a proposed action where such notification is required by the contract to be given a specified interval of time (usually 48 hours or two working days) prior to the commencement of the contemplated action. Notification may be from City to Contractor or from Contractor to City.

Engineer – The Executive Director of the Public Works Agency of the City of Santa Ana or his/her authorized representative

Laboratory – Any laboratory of a public agency or a recognized commercial testing laboratory.

Owner – City of Santa Ana

Prompt – The briefest interval of time required for a considered reply, including time required for approval by a governing body.

1-3 ABBREVIATIONS
1-3.2 Common Usage
Add the following to this subsection:

<table>
<thead>
<tr>
<th>Abbreviation</th>
<th>Word or Words</th>
</tr>
</thead>
<tbody>
<tr>
<td>CA MUTCD</td>
<td>California Manual on Uniform Traffic Control Devices</td>
</tr>
<tr>
<td>CCPR</td>
<td>Cold Central Plant Recycling</td>
</tr>
<tr>
<td>CIR</td>
<td>Cold In-Place Recycling</td>
</tr>
<tr>
<td>CIREAM</td>
<td>Cold In-Place Recycling Expanded Asphalt Mix</td>
</tr>
<tr>
<td>DCP</td>
<td>Dynamic Cone Penetrometer</td>
</tr>
<tr>
<td>EAS</td>
<td>Emulsion-Aggregate Slurry</td>
</tr>
<tr>
<td>HDB</td>
<td>Hydrostatic Design Basis</td>
</tr>
<tr>
<td>JITT</td>
<td>Just-In-Time Training</td>
</tr>
<tr>
<td>NPDES</td>
<td>National Pollutant Discharge Elimination System</td>
</tr>
<tr>
<td>PACP</td>
<td>Pipe Assessment &amp; Certification Program</td>
</tr>
<tr>
<td>REAP</td>
<td>Rain Event Action Plan</td>
</tr>
<tr>
<td>REAS</td>
<td>Rubberized Emulsion Aggregate Slurry</td>
</tr>
<tr>
<td>SSPWC</td>
<td>Standard Specifications for Public Works Construction</td>
</tr>
<tr>
<td>TEES</td>
<td>Transportation Electrical Equipment Specifications</td>
</tr>
</tbody>
</table>
1-3.3 Institutions

Add the following to this subsection:

<table>
<thead>
<tr>
<th>Abbreviation</th>
<th>Word or Words</th>
</tr>
</thead>
<tbody>
<tr>
<td>AGC</td>
<td>Associated General Contractors of America</td>
</tr>
<tr>
<td>APWA</td>
<td>American Public Works Association</td>
</tr>
<tr>
<td>ASA</td>
<td>American Standards Association</td>
</tr>
<tr>
<td>CALTRANS</td>
<td>California Department of Transportation</td>
</tr>
<tr>
<td>FHWA</td>
<td>Federal Highway Administration</td>
</tr>
<tr>
<td>FRA</td>
<td>Federal Rail Administration</td>
</tr>
<tr>
<td>FTA</td>
<td>Federal Transit Authority</td>
</tr>
<tr>
<td>NASSCO</td>
<td>National Association of Sewer Service Companies</td>
</tr>
<tr>
<td>OCSD</td>
<td>Orange County Sanitation District</td>
</tr>
<tr>
<td>OCTA</td>
<td>Orange County Transportation Authority</td>
</tr>
<tr>
<td>SCG</td>
<td>Southern California Gas Company</td>
</tr>
<tr>
<td>SCE</td>
<td>Southern California Edison Company</td>
</tr>
</tbody>
</table>

SECTION 2 - SCOPE AND CONTROL OF WORK

2-1 AWARD AND EXECUTION OF CONTRACT

Add the following to this subsection:

The award of the contract, if it is awarded, will be to the lowest responsive, responsible BIDDER whose proposal complies with all requirements described. The award, if made, will be made within 60 working days after the opening of the bids.

No proposal shall be considered binding upon the AGENCY until the execution of the contract by the AGENCY.

The date of the contract shall be the date the contract is executed by the AGENCY.

The AGENCY reserves the right to waive minor irregularities in their consideration of the award of the bid. The award, if made, shall be by mutual consent in writing of the parties signatory to the contract. Alterations or deviations, increases or decreases, additions or omissions, in the plans and specifications may be made and the same shall in no way affect or make void the contract.

2-3 SUBCONTRACTS

2-3.1 General

Add the following to this subsection:

The Prime Contractor agrees to pay each Subcontractor under this prime contract for satisfactory performance of its contract no later than 10 days from the receipt of each payment the Prime Contractor receives from AGENCY.
The Prime Contractor agrees further to release retainer payments to each Subcontractor within 30 days after the subcontractor’s work is satisfactorily completed.

2-4 CONTRACT BONDS

Add the following to this subsection:

The bonds shall be executed by the successful BIDDER and returned within ten (10) business days after the successful BIDDER has received notice that the contract has been awarded. Each bond shall incorporate, by reference, the contract and shall be signed by both the BIDDER and Surety. The signatures of the BIDDER and the authorized agent of the Surety shall be notarized.

Failure to file acceptable bonds as provided herein within ten (10) business days, after the successful BIDDER has received notice that the contract has been awarded, shall be just cause for the annulment of the award and the forfeiture of the proposal guaranty.

2-5. PLANS AND SPECIFICATIONS

2-5.1 General

Add the following to this subsection:

The Contractor shall maintain a control set of plans and specifications on the project site at all times throughout the construction period. As approved by the Engineer, all final locations determined in the field and any deviations from the plans and specifications shall be marked in red on this control set to show the As-Built conditions. Upon completion of all work, the Contractor shall submit the control set As-Built Plans and report to the Engineer. Additionally, the Contractor shall provide the following:

**Street Improvements:** Any deviations from the contract plans such as: alignments, and appurtenance locations shall be noted (drawing sketch) on the control plan and a copy submitted to the Engineer no later than (5) working days from the occurrence.

**Storm Drain Improvements:** Any deviations from the contract plans such as: alignments, elevations, modifications to pipe/structures sizing/material.

**Sewer Improvements:** Any deviations from the contract plans such as: alignments, elevations, modifications to pipe/structures sizing/material. Contractor shall also provide CCTV inspection recordings/videos in format required by Engineer.

**Water Improvements:** Any deviations from the contract plans such as: alignments and appurtenance locations shall be noted (drawing sketch) on the control plan and a copy submitted to the Engineer no later than (5) working days from the occurrence.

**Traffic Improvements:** Any deviations from the contract plans such as: location of poles, pull boxes and runs, depth of conduits, number of conductors, and other appurtenant work, for future reference.

Within (15) days of completion of all work, the Contractor shall submit the control set of as-built plans to the Engineer. Final payment will not be made until this requirement is met.
2-6 WORK TO BE DONE  
*Add the following to this subsection:*

Where the manufacturer of any material or equipment provides written recommendations or instructions for its use or method or installation (including labels, tags, manuals or trade literature), such recommendations or instructions shall be compiled and delivered to the City prior to project acceptance.

2-8 RIGHT-OF-WAY  
*Add the following to this subsection:*

When the contractor arranges for temporary use of private property for additional work areas and facilities required for the Contractor’s convenience, to meet requirements, or other reason(s), the Contractor shall provide the City with written agreement authorizing use of said property.

2-9 SURVEYING  
2-9.2 Survey Service  
*The following supersedes the provisions of this subsection:*

The Contractor shall be responsible for directly obtaining the services of a California Licensed Land Surveyor to be in responsible charge of all survey work performed under this contract.

The Contractor shall be responsible for the scheduling of all survey requests.

The Contractor’s Surveyor shall provide construction staking for project improvements. A copy of the cut sheets shall be provided to the AGENCY for verification. Also a copy of all updated control set by the Contractor’s Surveyor; showing coordinates, elevation, and description shall be submitted, for quality management (as-built checks by Agency).

The AGENCY will provide construction plans and specifications for the project. Construction stakes shall be set per the provided plans and specifications. The Contractor’s Surveyor shall notify the AGENCY immediately of any discrepancy or design errors discovered on the plans during staking or when verifying join points.

The Contractor’s Surveyor shall research existing County and City records for centerline survey monuments within the project area. Prior to construction, all monuments shall be tied-out and a Corner Record shall be recorded with the County Surveyor per Section 8771 of the Business and Professions Code of the State of California. After completion of construction, any monument disturbed or lost during construction shall be reset, in conformance with Section 8771. Each centerline intersection shall be drawn on a single Corner Record. A copy of all Corner Records shall be submitted to the AGENCY prior to a Notice of Completion being filed.

The Contractor is responsible for maintaining a safe and orderly job site per Occupational Safety and Health Administration (OSHA) standards.

The Contractor shall furnish traffic control as needed to provide a work area free of public and construction traffic for construction staking. Traffic control shall conform to the requirements of
the “Watch Area Traffic Control Handbook” (WATCH). Payment for said work shall be included in other items of work and no additional compensation will be allowed.

2-11 INSPECTION
Add the following to this subsection:

City inspection occurs during construction working hours. Inspection work requested by the contractor outside of the prescribed working hours shall be paid by the contractor at the City’s overtime rate.

2-12 SPECIAL NOTICES
Add the following to this subsection:

Per Section 1771.4(a)(2) of the California Labor Code, Contractors are required to post job site notices, as prescribed by regulation.

SECTION 3 - CHANGES IN WORK

3-3 EXTRA WORK
3-3.1 General
Add the following to this subsection:

The contractor shall proceed with extra work only upon written order from the Engineer.

3-3.2 Payment
3-3.2.1 General
Add the following to this subsection:

For such extra work the contractor shall receive payment as agreed upon in writing, or shall be paid on force account. Work involving contract unit prices, the contractor shall not exceed any of the quantities in the proposal unless prior authorization from the engineer is obtained in writing.

3-3.2.3 Markup
Revise sub-section 3-3.2.3 (a) to read as follows:

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

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

To the sum of the costs and markups provided for in this subsection, 1 percent shall be added as compensation for bonding.
(b) Work by Subcontractor. When all or any part of the extra work is performed by a Subcontractor, the markup established in 3-3.2.2(a) shall be applied to the Subcontractor’s actual cost of such work. A markup of 10 percent on the first $5,000 of the subcontracted portion of the extra work and a markup of 5 percent on work added in excess of $5,000 of the subcontracted portion of the extra work may be added by the Contractor.

3-5 DISPUTED WORK
Delete the first paragraph and replace it with the following:

If the Contractor considers any work demanded of him to be outside the requirements of the contract, or if he considers any instruction, ruling or decision of the Engineer to be unfair, he shall within ten days after any such demand is made or instruction, ruling or decision is given, file a written protest with the Engineer, stating clearly and in detail his objections and reasons therefore. Except for such protests and objections as are made of record, in the manner and within the time above stated, the Contractor shall be deemed to have waived and does hereby waive all claims for extra work, damages, and extensions, rulings and decisions of the Engineer.

Upon receipt of any such protest from the Contractor, the Engineer shall review the demand, instruction, ruling or decision objected to and shall promptly advise the Contractor, in writing, of his final decision, which shall be binding on all parties, unless within the ten working days thereafter the Contractor shall file with the Executive Director of the Public Works Agency of the City of Santa Ana a formal protest against said decision of the Engineer. The Executive Director of the Public Works Agency of the City of Santa Ana shall consider and render a final decision on any such protest within 30 days of receipt of same.

SECTION 4 - CONTROL OF MATERIALS

4-1 MATERIALS AND WORKMANSHIP
4-1.1 General

Should the Contractor fail to correct deficiencies or public nuisances that have been created because of his/her operation, then these will be considered to be of an emergency nature, and will call for the AGENCY to move in on the project to take corrective action. Such work will be done on a force account basis with an additional callout charge. There is a minimum two-hour charge for labor on any callout plus an additional callout charge of $300.

4-1.4 Test of Materials
Add the following to this subsection:

Material testing will be performed by the Orange County EMA Materials Laboratory or a private laboratory engaged by the AGENCY for the construction of this project.

The AGENCY will bear the cost of testing material which meets the requirements indicated in these General Provisions. The cost of retesting of material that fails to pass the first test shall be borne by the Contractor.
SECTION 5 - UTILITIES

5-1 LOCATION
Add the following to this subsection:

The contractor is responsible to determine the exact location and depth of utilities and its service connections during construction. The contractor shall notify the City of the exact location of any utility or service connection which is not shown or is incorrectly shown on the plans.

In addition to calling Dig Alert, the contractor shall be expected to maintain liaison with the affected utility company representatives, and shall notify them prior to beginning of the job and each time the particular utility is or could possibly be affected at least 24 hours in advance.

All existing utility access frames and covers, both private and public, shall be located and marked with paint on the pavement surface by the Contractor.

Upon completion of the project, the Contractor shall remove all painted utility markings done by him/her or the respective utility owners from the surfaces of sidewalks, driveway approaches, curbs and gutters using the removal method acceptable to the Engineer. Any damage to sidewalks, driveway approaches, curbs and gutters due to the Contractor's removal operation shall be repaired at the Contractor's expense and to the satisfaction of the Engineer. Payment for removing utility markings shall be included in other items of work, and no additional compensation shall be allowed therefore.

If utility construction work within the area is required during the construction of this project, the Contractor is directed to cooperate with the utility company(s) and their workers to assure proper installation of the utilities with a minimum of conflict.

The last paragraph of Subsection 5-1 shall be revised to read as follows:

“The Contractor shall determine the location and depth of all utilities including service connections, which may affect or be affected by its operation.”

SECTION 6 - PROSECUTION, PROGRESS AND ACCEPTANCE OF THE WORK

6-1 CONSTRUCTION SCHEDULE AND COMMENTMENT OF THE WORK

6-1.1 Construction Schedule
Add the following to this subsection:

A working day shall be defined as outlined below, and the Contractor’s activities shall be confined accordingly:

1. From 7:00 a.m. to 5:00 p.m., Monday through Friday, within work areas having either no lane closures or having continuous lane closures, i.e. 24-hour closures lasting more than one day.
2. From 9:00 a.m. to 3:00 p.m., Monday through Friday, for work requiring temporary lane closures, i.e. those having less than a 24-hour duration, and for work at major intersections. As an alternative, construction at major intersections may be permitted on Fridays, at night or on weekends, at the discretion of the Engineer.

Deviation from these hours/days shall not be permitted without the prior consent of the Engineer, except in emergencies involving immediate hazard to persons or property, or as specified otherwise.

Holidays as herein referred to shall be deemed to be:

- New Year’s Day
- Martin Luther King Day
- President’s Day
- Memorial Day
- Independence Day
- Labor Day
- Veteran’s Day
- Thanksgiving Day and day after
- Christmas Eve
- Christmas Day

6-3 SUSPENSION OF THE WORK

Add the following to this subsection:

6-3.1 General

Should suspension of work be ordered by reason of the failure of the contractor to carry out orders or to perform any provisions of the contract; or by reason of weather conditions being unsuitable for performing any item or items of work; the contractor, at its expense, shall do all the work necessary to provide a safe, smooth, and unobstructed passageway through construction for use by public traffic during the period of such suspension. In the event that the contractor fails to perform the work above specified, the City will perform such work and the cost thereof will be deducted from payment due or to become due to the contractor.

If a suspension of work is ordered by the Engineer, due to the failure on the part of the contractor to carry out orders given or to perform any provision of the contract, the days on which the suspension order is in effect shall be considered working days.

SECTION 7 - RESPONSIBILITIES OF THE CONTRACTOR

7-1 CONTRACTOR’S EQUIPMENT AND FACILITIES

Add the following to this subsection:

Pursuant to the authority contained in Section 591 of the Vehicle Code, the Department has determined that, such areas as are within the limits of the project and are open to public traffic, the Contractor shall comply with all the requirements set forth in Divisions 11, 12, 13, 14 and 15 of the Vehicle Code. Attention is directed to the statement in Section 591 that this Section shall not relieve him or any person from the duty of exercising due care. The Contractor shall take all necessary precautions for safe operation of his/her equipment and the protection of the public from injury and damage from such equipment.
7-2 LABOR
7-2.2 Prevailing Wages
Add the following to this subsection:

Certified Payroll Records shall be submitted to the Engineer every two weeks beginning with the actual start day of construction, and shall be consecutively numbered until the completion of the work. Progress payments will be withheld pending receipt of any outstanding reports.

The Contractor shall assure that a qualified supervisor is present at all times when work is being performed.

7.3 LIABILITY INSURANCE
The provisions of this subsection apply except as herein modified:

The Contractor shall provide insurance coverage limits as detailed in the Certificate of Liability Insurance. The Certificate of Liability Insurance is included in Appendix D of the Contract Documents.

Professional Liability Insurance (errors and omissions) will only be required if Contractor employs a licensed professional such as an architect or engineer for a component of the work. When occurs, Professional liability insurance, with a combined single limit of not less than $1,000,000 per claim with $2,000,000 in the aggregate.

The Certificate of Liability insurance shall be provided by the successful BIDDER within ten (10) business days, after the successful BIDDER has received notice that the contract has been awarded. Failure to provide shall be just cause for the annulment of the award and the forfeiture of the proposal guaranty.

7-4 WORKER’S COMPENSATION INSURANCE
Add the following to this subsection:

The Contractor shall furnish the Agency with satisfactory proof of Worker’s Compensation Insurance. The insurance shall be taken out with a responsible insurance carrier authorized under the laws of the State of California and satisfactory to the Agency. For work that is sublet, the contract shall require the subcontractor similarly provide Worker’s Compensation Insurance for the subcontractor’s employees.

7-5 PERMITS
Add the following to this subsection:

The contractor shall comply with all Federal, State or local laws, ordinances, or rules and regulations related to the performance of the work, which include but are not limited to the following:

a. Business License. Each Prime Contractor and Subcontractor shall obtain and pay for a Santa Ana Business License. Detailed information concerning business license may be obtained from the Finance and Management Services Agency, (714) 647-5447, City Hall.
b. **Construction Water Permit.** Each Prime Contractor or Subcontractor which desires to obtain water from AGENCY-owned fire hydrants for construction or any other purpose shall first obtain and pay for a permit from the Corporate Yard of the City of Santa Ana, at 220 South Daisy Avenue. Information concerning costs and conditions may be obtained from the AGENCY by calling (714) 647-3320. Use of private water from a hose bib is not allowed.

For safety reasons, the AGENCY will not allow Contractor to stretch construction water hoses across open traffic lanes. Where required, Contractor shall use water truck.

c. **Disposal Permit.** In accordance with the procedures of the Orange County General Services Administration (GSA), the cost for the disposal of all materials at County landfill sites shall be borne by the Contractor.

d. **Building and Electrical Permits.** For projects involving building, structural construction, traffic signal or irrigation controller installation, the Prime Contractor shall obtain the necessary building and electrical permits from the Planning & Building Agency. There will be no fees for these permits.

e. **State Division of Industrial Safety Permits.** In accordance with Section 6500 of the State Labor Code, permits are required for all excavations, which are five feet or deeper, or for all structures being built or demolished, which are more than three stories high.

All permits and fees required by all other Agencies having jurisdiction over any part of the work shall be obtained and paid for by the Contractor, unless otherwise noted on the Plans or in the General Provisions.

### 7-8 WORK SITE MAINTENANCE

#### 7-8.1 General

*Add the following to this subsection:*

The contractor shall keep the work site clean and free from rubbish and debris at the end of every working day. In addition, the Contractor shall be fully responsible for removing any graffiti placed on new improvements or Contractor’s equipment daily immediately at the start of the work day.

The City of Santa Ana has adopted an ordinance to assist the City in complying with the State of California’s Assembly Bill 939 law which requires that all cities and counties in the State reduce the amount of trash disposed of in landfills by 50%. Failure to comply with State law could result in a fine to the City of $10,000 per day.

Santa Ana Municipal Code Section 16-30 (f) will ensure that construction and demolition waste generated within the City can be accounted for and recycled. The ordinance states the following, “*Any person with whom the City has an agreement for the collection, transportation and disposal of construction and demolition solid waste which has accumulated and/or been generated at a temporary construction site may haul such waste during the term of such agreement.*”
The only companies approved by the City Council to haul temporary construction and demolition material in the City of Santa Ana are:

**Ware Disposal Company, Inc.**
1018 N. Lincoln Avenue
Santa Ana, CA  92701
**Phone Number: (714) 834-0234**

**Waste Management**
1800 South Grand
Santa Ana, Ca 92705
**Phone Number: (714) 558-7761**

Contractors shall contact one of the above companies to arrange for the collection and recycling of construction debris.

Persons who generate solid waste on the premises may personally collect, transport, and dispose of their own solid waste providing that they do so in accordance with all governing laws and regulations and dispose of such solid waste at a site permitted by the California Integrated Waste Management Board.

### 7-8.2 Air Pollution Control

*Add the following to this subsection:*

All organic solvents used must comply with the rules, regulations and orders of the South Coast Air Quality Management District (SCAQMD) relating to organic solvents.

### 7-8.3 Noise Control

The Contractor shall comply with all local sound control and noise level rules, regulations and ordinances which apply to any work performed pursuant to the contract. Each internal combustion engine, used for any purpose on the job or related to the job, shall be equipped with a muffler of a type recommended by the Manufacturer. The noise level from the Contractor's operations shall not exceed 95 dba at a distance of 50 feet. This requirement in no way relieves the Contractor from responsibility for complying with local ordinances regulating noise level.

The said noise level requirements shall apply to all equipment on the job or related to the job, including but not limited to trucks, transit mixers, or transient equipment that may or may not be owned the Contractor. The use of loud signals shall be avoided in favor of light warnings, except those required by safety laws for the protection of personnel.

### 7-8.4.2 Storage in Public Streets

*Add the following to this subsection:*

Storage of equipment and materials on City residential streets or in the public right of way during non-working hours shall not be permitted, and may only be placed in the public right of way for purposes of use that day.

Overnight stockpiling of construction debris or excavated materials is not allowed. Contractor must obtain written approval from the Engineer prior to storage of construction materials and equipment on the street where improvements are planned, but at minimum, adequate flashing barricades shall be provided.
No area is available within the contract limits for the exclusive use of the Contractor. However, temporary storage of equipment and materials on City of Santa Ana property may be arranged with the Engineer, subject to the prior demands of the City of Santa Ana. Use of the Contractor’s work areas and other City of Santa Ana-owned property shall be at the Contractor’s own risk, and the City of Santa Ana shall not be held liable for damage to or loss of materials or equipment located within such areas.

The Contractor shall remove equipment, materials, and rubbish from the work areas and other City of Santa Ana – owned property that the Contractor occupies at the conclusion of each working day.

7-8.6.2 Best Management Practices (BMPs)
Add the following to this subsection:

If project has LESS than one-acre of disturbed soil, the following shall apply:

Contractor shall prepare erosion and sediment control plan immediately after award of the contract for the approval of the Engineer. The plan shall be prepared per the applicable guidelines described in the California Storm Water Best Management Practices Handbook. The Contractor shall submit the plans for review and shall make the necessary revisions to the plans as directed by the Engineer. The plans shall be prepared by a licensed Civil Engineer. The AGENCY may waive the requirement of licensed Civil Engineer if the Contractor can satisfactorily prove to the Engineer that the person preparing the erosion control plan is qualified in the field of erosion control.

The Contractor shall keep a copy of the erosion control plan on-site for the duration of the contract and shall provide all necessary control devices to implement all necessary measures as shown on the plan. The erosion control plan shall remain in effect until approval to remove is granted by the Engineer.

All erosion control materials shall be available on-site and stockpiled at a convenient location to facilitate rapid construction of temporary devices when rain is eminent.

7-10 PUBLIC CONVENIENCE AND SAFETY
7-10.1 Access
Add the following to this subsection:

Intersections shall be kept open until work takes place within the intersection. Local vehicular and pedestrian access, including access to driveways and businesses, shall be maintained at all times. Pedestrian access across both streets in an intersection must be maintained at all times with a minimum 4-foot width.
7-10.2 Work Area Traffic Control
7-10.2.1 General
Add the following to this subsection:

All signs used for traffic control shall be illuminated or reflectorized when they are used during hours of darkness. All cones, pylons, barricades, or posts used in the diversion of traffic shall be reflectorized. All shall be maintained in a like new condition at all times. All signing, barricading and diversion of traffic shall be subject to the approval of the Engineer. The Contractor shall provide a telephone number at which the Contractor’s representatives can be reached in case an emergency which requires replacement or relocation of the required traffic control devices should occur.

7-10.5.3 Steel Plate Covers
Add the following to this subsection:

When backfilling operation of an excavation in the travel way, whether transverse or longitudinal cannot be properly completed within a work day, steel plate bridging with a non-skid surface and shoring may be required to preserve unobstructed traffic flow. In such cases, the following shall apply:

1. Steel plate installation shall be recessed by milling existing pavement to set flush with finish grade.
2. Steel plate shall fit snug and installed to operate with minimum noise. Bridging shall be secured against displacement.
3. Steel plate used for bridging must extend a minimum of twelve (12") inches beyond the edge of the trench.
4. The pavement shall be cold planned a depth equal to the thickness of the plate and to a width and length equal to the dimensions of the plate.

Multiple steel plates shall be butted and tack welded as needed to secure plates 6” minimum. The trench shall be adequate to support the bridging and the traffic load. Contractor shall be responsible for determining whether shoring is necessary. The Contractor shall be responsible for the appropriate selection and maintenance of the steel plates, and shoring.

Unless specified, steel plate bridging at any given location shall not exceed four (4) consecutive working days in any given week. Backfilling of excavation shall be covered with a minimum of three (3) inches of temporary layer of cold asphalt concrete.

The following table shows the required minimal thickness of steel plate bridging for a given trench width:

<table>
<thead>
<tr>
<th>Trench Width</th>
<th>Minimum Plate Thickness</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 foot-11 inches</td>
<td>3/4 inch</td>
</tr>
<tr>
<td>2 feet-7 inches</td>
<td>7/8 inch</td>
</tr>
</tbody>
</table>
For spans greater than five (5) feet-three (3) inches, a structural design for the steel plate bridging shall be prepared by a California registered civil engineer and approved by the Engineer. Steel plate bridging shall be designed for HS20-44 truck loading per Caltrans Bridge Design Specifications Manual. The Contractor shall maintain steel plates with a non-skid surface having a minimum coefficient of friction equivalent to 0.35 as determined by California Test Method 342. The contractor may use standard steel plate with known coefficient of friction equal or exceeding 0.35.

A Rough Road sign (W8-8) with black lettering on an orange background shall be used in advanced of steel plate bridging. This is to be used along with any other required construction signing.

Payment for steel plate bridging shall be included in the other items of work involved and no additional payment shall be allowed therefore.

SECTION 8 - FACILITIES FOR CITY PERSONNEL .......Not Used

SECTION 9 - MEASUREMENT AND PAYMENT

9-2 LUMP SUM WORK
Add the following to this subsection:

Contractor shall submit for approval a schedule of values for all lump sum work. Failure to submit may delay payment for said work.

9-3 PAYMENT
9-3.1 General
Add the following to this subsection:

Payment for any items of work required by the plans, specifications or other contract documents, which are not covered by a contract bid item, shall be considered as included in other items and no additional compensation shall be paid therefore.

9-3.4 Mobilization
Add the following to this subsection:

Mobilization shall consist of preparatory work and operations including, but not limited to, those necessary for the movement of personnel, equipment, supplies and incidentals to the project site. Mobilization shall additionally include the establishment of any temporary facilities and the installation of project signs.

A minimum of one week before the start of construction, the Contractor shall video all areas where construction is to take place. The video shall be supplied to the Engineer before
constructions begins. Videos will serve as a record of the existing conditions for disputes that may arise from restoration and should therefore be taken along the line of construction and site access and staging areas at sufficient detail as necessary to clearly depict details of existing conditions. Videos shall be a DVD or digital, in color, indexed and catalogued in such a manner that each photographed area is readily identifiable and shall also indicate the date and time (hours, minutes and seconds) when it was made. The Contractor shall also video any unusual conditions encountered during construction that are not already a matter of photographic record. In any areas where existing conditions cannot be determined by means of videos, the areas shall be restored as approved by the Engineer at the Contractor’s expense. All videos shall become the property of the City.

SECTION 10 - CLAIMS RESOLUTION PROCEDURES

10-1 PUBLIC CONTRACT CODE SECTIONS 10240 AND 20104

Public Contract Code Section 10240 and Public Contract Code Section 20104 are hereby recognized and accepted as Reference General Provisions of these Specifications.

For purposes of the new law, “claim” means a separate demand by a contractor, sent by registered or certified mail with return receipt requested, for one or more of the following:

- a time extension, including a claim for relief from damages or penalties for delay assessed by a public entity.
- payment by the public entity of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public works project and payment for which is not otherwise expressly provided or to which the claimant is not otherwise entitled.
- payment of an amount that is disputed by the public entity.

Upon receipt of a claim, the following steps apply:

- the public entity must conduct a reasonable review of the claim and provide a written statement to the contractor within 45 days identifying what portion of the claim is disputed and what portion is undisputed; this time period may be extended by mutual agreement of the parties
- the claimant must furnish reasonable documentation to support the claim
- any payment due on an undisputed portion of the claim must be processed and made within 60 days after the public entity issues its written statement (amounts not timely paid bear interest at 7% annually)
- public entity’s failure to timely issue a written statement on the claim results in the claim being deemed rejected in its entirety
if claimant disputes the public entity’s written response, or if the public entity fails to respond to a claim within the time prescribed, the claimant may demand in writing an informal conference to meet and confer

upon receipt of such a demand, the public entity must schedule a meet and confer conference within 30 days

within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of it remains in dispute, the public entity must provide a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed

any payment due on the undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement

any disputed portion of the claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, with the public entity and the claimant sharing the associated costs equally

if mediation is not successful, the parts of the claim remaining in dispute become subject to applicable procedures outside of the statute (for example, litigation or arbitration)

10-2 PUBLIC CONTRACT CODE SECTION 9204

Any claims made by contractor relating to this project will be governed by Public Contract Code Section 9204, as appearing in full below:

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

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

(c) For purposes of this section:

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

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

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

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

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

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

(B) “Public entity” shall not include the following:

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

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

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

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

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

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

(vii) The High-Speed Rail Authority.

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

(5) “Subcontractor” means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who either is in direct contract with a contractor or is a lower tier subcontractor.
(d) (1) (A) Upon receipt of a claim pursuant to this section, the public entity to which the claim applies shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the claimant a written statement identifying what portion of the claim is disputed and what portion is undisputed. Upon receipt of a claim, a public entity and a contractor may, by mutual agreement, extend the time period provided in this subdivision.

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

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

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

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

(B) Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the public entity shall provide the claimant a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. Any disputed portion of the claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, with the public entity and the claimant sharing the associated costs equally. The public entity and claimant shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. The public entity and claimant shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. The public entity and claimant shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to applicable procedures outside this section.
(C) For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

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

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

(3) Failure by the public entity to respond to a claim from a contractor within the time periods described in this subdivision or to otherwise meet the time requirements of this section shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the public entity’s failure to have responded to a claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility or qualifications of the claimant.

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

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

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

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

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

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

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

1.01 ROCK PRODUCTS

Alternate rock products, asphalt concrete, Portland cement concrete (PCC), and untreated base material shall be alternate rock material – Type S per Section 400 of the Standard Specifications.

1.02 RELATIVE COMPACATION TESTS

The following test methods shall be used for determining relative compaction:

- California Test 216 (Sand Cone Method)
- California Test 231 (Nuclear Gauge Method)

The Contractor will be provided with compaction test at locations deemed necessary by the Engineer. If compaction fails to meet the contract specifications, then the Contractor shall make the necessary adjustments and is responsible for the cost of additional compaction tests until compaction per the specifications is met.

1.03 CLEARING AND GRUBBING

Clearing and Grubbing shall be performed in conformance with the provisions of Section 300-1 of the Standard Specifications and these Special Provisions.

The following is added to Section 300-1.2 Preservation of Property:

Modify and/or repair existing sprinklers in project area that are damaged due to the Contractor's operation within 24 hours.

1.04 UNCLASSIFIED EXCAVATION

This section shall conform to Subsection 300-2 and 300-4 of the Standard Specifications and these Special Provisions.

Unclassified excavation shall consist of all excavation including sawcutting and removal of roadways, bituminous pavement, concrete pavement and the removal of curbs, sidewalks, tree stumps, etc. as shown on the plans.

1.05 SUBGRADE PREPARATION

Subgrade preparation shall conform to Section 301-1 of the Standard Specification and these Special Provisions.

Section 301-1.3 is modified to require only 90% relative compaction on all subgrade material.
1.06 COLD MILLING .......................................................................................................................... NOT USED
1.07 SLURRY SEAL SURFACING ........................................................................................................ NOT USED
1.08 ASPHALT CONCRETE .................................................................................................................. NOT USED
1.09 PAVEMENT FABRIC ..................................................................................................................... NOT USED
1.10 ASPHALT RUBBER HOT MIX (ARHM) ....................................................................................... NOT USED
1.11 CRACK REPAIR AND PATCHING ............................................................................................... NOT USED
1.12 PORTLAND CEMENT CONCRETE (PCC) .................................................................................... NOT USED
1.13 CONCRETE CURBS, GUTTERS, WALKS, RAMPS, DRIVEWAY APPROACHES, ALLEY APRONS, AND CROSS GUTTERS .......................................................................................... NOT USED
1.14 PORTLAND CEMENT CONCRETE (PCC) GRINDING ................................................................. NOT USED
1.15 PORTLAND CEMENT CONCRETE (PCC) PAVEMENT CONSTRUCTION .................. NOT USED

1.16 LANDSCAPING AND IRRIGATION REPAIR

This section shall conform to Sections 212 and 308 of the Standard Specifications.

All lawn and landscaped areas disturbed by the Contractor as part of or as a result of the work shall be prepared/brought to adjacent grade and restored to match existing landscaping. If there are any existing sprinkler heads and irrigation lines in the construction areas, whether on public or private property, they shall be replaced or relocated by the Contractor.

1.17 ROOT SHAVING

Root shaving shall be done in accordance with City of Santa Ana Standard Plan No. 1124A at locations designated on Plans or as directed by the Engineer. Prior to shaving any tree root, the Contractor shall coordinate with the City’s Tree Maintenance Supervisor.

1.18 ADJUSTMENT OF SURFACE UTILITIES TO GRADE

General

AGENCY-owned utility frames and covers for survey monuments, water meter, water valves, traffic signal and street light pull boxes, and manholes within the area to be paved or graded, shall be set to finished grade by Contractor after construction of new asphalt concrete pavement as shown on the plans, per these Special Provisions and the Standard Specifications in 301-1.6 “Adjustment of Manhole Frame and Cover Sets to Grade
All other utility frames and covers shall be set to finished grade by the respective utility company.

**Water Valve Box Frames and Covers**

Existing AGENCY-owned water valve box frames and covers and manhole frames and covers designated for adjustment to grade shall be set to finished grade by the Contractor per City of Santa Ana Standard Plan Nos. 1410, 1410A, or 1201 as applicable, but with the following excepts as noted in these special provisions.

Prior to paving, an “ID Locator” shall be attached to each valve box or manhole frame and cover. An “ID Locator” is a rubberized marker approximately 4” high that adheres to the utility cover and pops-up after paving for easy identification and location of the respective valve box or manhole.

All valve box frame and covers shall require PCC collars and shall be adjusted to finished grade following paving operations.

1.19 **PULVERIZE & CEMENT-TREAT EXISTING ASPHALT CONCRETE, BASE, AND SUBGRADE** ................................................................. NOT USED

1.20 **REMOVE EXCESS PULVERIZED MATERIAL** .............................................. NOT USED

1.21 **COLD IN-PLACE RECYCLING (CIR) / COLD CENTRAL PLANT RECYCLING (CCPR)** ............................................................ NOT USED

1.22 **COLD IN-PLACE RECYCLING EXPANDED ASPHALT MIX (CIREAM)** NOT USED

1.23 **ASPHALT-RUBBER CAPE SEAL** ....................................................... NOT USED
2.00 SPECIAL PROVISIONS - TRAFFIC SIGNING & STRIPING ............... NOT USED

3.00 SPECIAL PROVISIONS - TRAFFIC CONTROL

3.01 GENERAL

Street closures, detours, signs and barricades used for handling traffic shall conform to the requirements of latest edition of the “Work Area Traffic Control Handbook” (WATCH), City of Santa Ana Standard Plan No. 1125F, California Manual on Uniform Traffic Control Devices (CA MUTCD), and these Special Provisions.

Traffic control plan must be submitted and approved before starting work on any public street, except for the following temporary closures:

- Temporary single lane closure on 4 or 6-lane arterials can be done per WATCH handbook without submitting traffic control plan.
- Temporary two lanes closure on 6-lane arterials may be done per WATCH handbook without submitting traffic control plan. However, this will require prior approval from Traffic Engineer.
- Temporary closure of local streets may be done per WATCH handbook without submitting traffic control plan. However, this will require prior approval from Traffic Engineer.

Flashing arrow signs shall be used on streets consisting of four or more lanes or where deemed necessary by the City’s Traffic Engineering section. The flashing arrow signs shall be solar powered and left in place for the duration of the lane closure.

Temporary striping installation for traffic control shall be painted.

Any existing speed limit signs or other conflicting signs in the construction zone shall be covered during construction with heavy duty black plastic (non-transparent) sheets or bags, which are secured to the sign post below the sign, with tape. In no case shall tape be applied to either front or back of any sign.

Intersections shall be kept open until work takes place within the intersection. Local vehicular and pedestrian access, including access to driveways and businesses, shall be maintained at all times. Pedestrian access (minimum 4-foot width) across both streets in an intersection must be maintained at all times.

Where parking is prohibited during construction, "TEMPORARY NO PARKING" signs shall be posted at least twenty-four hours, but no more than forty-eight hours, in advance of the work. The signs shall be placed no more than 150 feet apart on each side of the alleys, streets and parking areas and at shorter intervals if conditions warrant. The Contractor shall provide the signs and will be responsible for adding the dates and hours of closure to the signs.

No adjacent parallel street shall be constructed concurrently.
3.02 PROJECT PHASING AND LANE REQUIREMENTS

The contractor shall perform work to minimize impact to 17th Street during rush hour traffic.

Temporary single lane closures on north side of medians shall occur during morning hours only and for trenching operations only.

Temporary single lane closures on south side of medians shall occur during afternoon hours only and for trenching operations only.

3.03 ADVANCED WARNING SIGNS

A. CHANGEABLE MESSAGE SIGNS (CMS)

The Contractor shall provide 2 solar powered CMS two weeks prior to commencement of construction. The signs shall be posted in advance of each end of the project for the duration of the project. These CMS can be LED full matrix or letter matrix or equivalent, with preferred 8” letter (minimum 6”). The overall width of the sign including the trailer shall not exceed 8’.

- Prior to the start of the construction, display the following message:

  Screen 1: <PROJECT STREET NAME> CONSTR
  Screen 2: BEGINS xx/xx/xx

- When construction started, display the following message:

  Screen 1: <PROJECT STREET NAME> UNDER CONSTR
  Screen 2: USE ALT ROUTE

The messages and sign location may be changed at any time as determined by the Engineer.

B. STATIC WARNING SIGNS

The Contractor shall post 2 static advance warning signs at least two weeks prior to commencement of construction stating:

MAJOR ROAD CONSTRUCTION ON
PROJECT STREET NAME
FROM <DATE> TO <DATE>
EXPECT DELAYS
USE ALTERNATE ROUTE

The signs shall be posted in advanced of each end of the project. These warning signs shall be sized (5’ height by 6’ wide minimum) to fit the above wordings with orange reflective background, black border and 7” black letters. If sign is installed on
the sidewalk, there shall be enough clearance for pedestrian access underneath the sign. The Engineer will determine sign placement and the dates.

In the event of construction delays that go beyond the posted completion date on the sign, the contractor shall keep the completion date on the sign updated on a monthly basis or as directed by the Engineer.

3.04 TRAFFIC CONTROL PLAN PREPARATION AND SUBMITTAL

Prior to start of project, the contractor shall submit traffic control plan for approval on all construction phases and/or stages. The traffic control plan shall be prepared by registered Traffic/Civil Engineer specializing in Traffic Control. Unless directed otherwise, the traffic control plan shall conform to the format and requirements identified in the City of Santa Ana Standard Plan No. 1125F.

The submittal and review process is as follows:

- Within 1 week of receiving Award of Contract, contractor shall meet with the City to discuss the proposed traffic control plan and construction phasing
- Traffic control plans must be submitted within 4 weeks of receiving Award of Contract.
- The City will review all 1st submittal in 2 weeks.
- The City will review subsequence re-submittal with check print in 1 week.
- Contractor may submit traffic control plan for each Phase separately.
- Approval of the traffic control plan may take more than 2 submittals depending on the completeness and thoroughness of the plan.
- Incomplete traffic control plan will be rejected without reviewing. The City will not be responsible for any delay of the project due the incomplete submittal of the traffic control plan.

3.05 PAYMENT

Payment for all traffic control, including but not limited to providing the CMS, preparing traffic control plan, sandblasting, barricades, temporary striping, move-ins, and the above warning signs shall be paid under other items of work involved and no additional compensation will be allowed therefore.
4.00  SPECIAL PROVISIONS - TRAFFIC SIGNAL SYSTEMS .......................... NOT USED

5.00  SPECIAL PROVISIONS - IRRIGATION, LANDSCAPING, & MAINTENANCE PERIOD

5.01  IRRIGATION

GENERAL:

5.01.01  WORK INCLUDED

A.  SUMMARY OF WORK

The Work of this Section includes all labor, materials, and equipment required to complete work indicated on the drawings.

B.  REGULATIONS

All local, municipal and state laws, and rules and regulations governing or relating to any portion of this Work are hereby incorporated into and made a part of these specifications, and their provisions shall be carried out by the Contractor. Anything contained in these specifications shall not be construed to conflict with any of the above rules and regulations or requirements of the same. However, when these specifications and drawings call for or describe materials, workmanship, or construction of a better quality, higher standard, or larger size than is required by the above rules and regulations, the provisions of these specifications and drawings shall take precedence.

C.  SCHEDULE OF WORK

1.  Verification of site conditions.

2.  Physical layout.

3.  Trenching.

4.  Assembly of system.

5.  Piping under roadways.

6.  Connection to water supply.

7.  Backfilling.

8.  Adjustment of system.


10. Clean up.
11. Inspection.

12. Record Drawings.


5.01.02 APPROVALS

A. INSPECTION

All hardscape work shall be inspected and approved before start of any work of this section.

B. UTILITIES

Prior to commencement of work, locate all electrical cables, conduits, and all utility lines so that proper precautions may be taken not to damage such improvements. In the event of a conflict between such lines and irrigation system locations, promptly notify the Engineer who shall arrange for the relocation for one or the other. Failure to follow this procedure places under the Contractor the responsibility for, at his own expense, making any and all repairs for damages resulting from work hereunder.

C. COORDINATION

Coordinate installations of all sprinkler materials, including pipe, so there shall be no interference existing with or difficulty in planting, trees, turf, or utilities and other construction.

D. PERMITS

The Contractor shall obtain and pay for any and all permits and all inspections as required.

E. GRADES

Carefully note all established grades before commencing work. Restore any established grade changed during course of this work to original contours.

5.01.03 VERIFICATION OF DIMENSIONS AND QUANTITIES

A. QUANTITIES AND TYPES

Irrigation materials shall be furnished in the quantities and/or spacing as shown or noted and shall be of the size and manufacture as indicated on the drawings and specifications.
B. **DIMENSIONS**

All scaled dimensions are approximate. Before proceeding with any work, the Contractor shall carefully check and verify all dimensions and quantities and shall immediately inform the Engineer of any discrepancy between the drawings and/or the specifications and actual conditions. No work shall be done in any area where there is such a discrepancy until approval for same has been given by the Engineer.

C. **LAYOUT**

Due to the scale of the drawings, it is not possible to indicate all offsets, fittings, sleeves, etc., which may be required. The Contractor shall carefully investigate the finished conditions affecting all of his work and plan his work accordingly, furnishing such fittings, etc., as may be required to meet such conditions. Drawings are generally diagrammatic and indicative of the work to be installed. The work shall be installed in the most direct and workmanlike manner, so that conflicts between irrigation systems, planting and hardscape features will be avoided.

D. **GRADES**

The Contractor shall carefully check all grades to satisfy himself that he may safely proceed before starting work on the sprinkler system.

5.01.04 **INSPECTION**

A. **GENERAL**

All inspections herein specified shall be made by the Engineer. The Contractor shall request inspection at least two days in advance of the time inspection is required.

B. **INSPECTION REQUIREMENT**

Inspection will be required for the following parts of the work:

1. Staked out layout of all pressure supply lines, routing, and location of sprinkler heads.

2. Pressure test and trench depth prior to backfill.

3. Pressure test prior to start, at Point of Connection.

4. Coverage test upon sprinkler system completion.

5. Final inspection upon completion of job.
PRODUCTS:

5.01.05 MATERIALS

A. REQUIREMENTS

All materials and equipment listed on the drawings and specifications will be subject to the following:

1. The Contractor shall furnish the articles, equipment materials, or processes specified by name in the drawings and specifications. No substitution will be allowed without prior written approval by the Engineer.

2. The Contractor shall submit with the material list, catalog data and full descriptive literature whenever he wishes to use items different than those specified.

3. Equipment or materials installed or furnished without the prior approval of the Engineer may be rejected and the Contractor required to remove such materials from the site at his own expense.

4. Approval of any item, alternate or substitute indicates only that the product(s) apparently meet the requirements of the drawings and specifications on the basis of the information or samples submitted.

5. Manufacturer's warranties shall not relieve the Contractor of his liability under the guarantee. Such warranties shall only supplement the guarantee.

6. The Engineer can, at his option, require a manufacturer's warranty on any product offered for use.

B. MAIN LINE PIPE AND FITTINGS

1. All main line piping up to 2.5” diameter be shall be Type 1120-1220 PVC, Schedule 40, NSF approved - Lasco, Johns-Manville, or approved equal.

2. All mainline elbows and tees shall have Leemco Restraint fittings, or approved equal. (no concrete thrust block needed)

C. LATERAL LINE PIPE AND FITTINGS

1. All lateral line piping shall be PVC Type 1120-1220, Schedule 40-Lasco, Johns-Manville, or approved equal.

2. All lateral PVC pipe fittings shall be Type 1-11, Schedule 40, NSF approved - Lasco, Sloane, or approved equal.

3. All solvent shall be a type approved by the manufacturer of the pipe and fittings.
D. **CONTROL WIRING**

1. Connections between the automatic controllers and the electric control valves shall be made with direct burial wire AWG-U.F. 600 volt copper. Use black No. 12 for pilot wire, and white No. 10 for common wire. Install in accordance with valve manufacturer's specifications and wire chart.

2. Wiring shall occupy the same trench and shall be installed along the same route as pressure supply lines wherever possible.

3. An expansion curl should be provided within three (3) feet of each wire connection and at least every one hundred (100) feet of wire length on runs more than one hundred (100) feet in length. Expansion curls shall be formed by wrapping at least five (5) turns of wire around a one-inch pipe or more in diameter, then withdrawing pipe.

4. All splices shall be made with Scotch-Lok No. 3576 Connector Sealing Packs or Rainbird Model ST-03 Snap-Tite wire connectors.

E. **ELECTRICAL CONTROL VALVES AND BOXES**

1. Electric control valves shall be as called for on keyed notes which accompany plans in Appendix F.

2. Control valve shall be installed in NDS Jumbo Rectangular Valve Box with overlapping cover, or approved equal.

F. **TREE IRRIGATORS**

Provide assemblies as indicated on drawings, as contained in the Appendix F.

**EXECUTION:**

5.01.06 **WORK PROCEDURE**

A. **PHYSICAL LAYOUT**

1. Prior to installation, Contractor shall stake out all pressure supply lines, routing, and location of sprinkler heads.

2. All layouts shall be approved by Engineer prior to installation.

B. **WATER SUPPLY**

1. Connect sprinkler irrigation system to outlets as indicated on drawings.

2. Connections shall be made at approximate locations shown on drawings. Contractor is responsible for minor changes caused by actual site conditions.
C. ASSEMBLIES

1. Routing of sprinkler lines as indicated on drawings is diagrammatic. Install lines (and various assemblies) in such a manner as to conform with details per plans.

2. Install NO multiple assemblies on plastic lines. Provide each assembly with its own outlet.

3. Install all assemblies specified herein in accordance with respective detail. In absence of drawings or specifications pertaining to specific items required to complete work, perform such work in accordance with best standard practice with prior approval of Engineer.

D. LINE CLEARANCE

All lines shall have a minimum clearance of six (6) inches from each other and from lines of other trades. Parallel lines shall not be installed directly over one another.

E. VALVE BOXES

1. Valve boxes located near curbs and paving shall be installed in such a way as to allow for valve boxes to abut those items with top surface matching plane as items listed above.

F. TRENCHING

1. Dig trenches straight and support pipe continuously on bottom of ditch. Lay pipe to an even grade. Trenching excavation shall follow layout indicated on drawings and as noted.

2. Provide minimum cover of twenty-four (24) inches for all pressure main lines.

3. Provide minimum cover of eighteen (18) inches for all pressure lateral lines.

4. Provide minimum cover of twelve (12) inches for all non-pressure lines.

5. Provide minimum cover of eighteen (18) inches for all control wiring.

G. BACKFILLING

1. Compact backfill for trenching to a dry density equal to adjacent undisturbed soil in planting areas and to 90 percent in paved areas. Conform to adjacent grades without dips, sunken areas, humps or other irregularities.

2. Place initial backfill on all lines of a fine granular material; no foreign matter larger than one-half (1/2) inch in size will be permitted.
3. If settlement occurs and adjustments in pipe, valves, sprinkler heads, lawn or planting, or other construction are necessary, the Contractor shall make all required adjustments without cost to the Owner.

H. TESTING

1. Test all pressure and non-pressure lines under hydrostatic pressure of 125 pounds per square inch, and prove both watertight.

2. Sustain pressure in lines for not less than two (2) hours. If leaks develop, replace joints and repeat test until entire system is proven watertight.

3. Tests shall be observed and approved by Engineer prior to backfill.

4. Upon completion of each phase of work, entire system will be tested and adjusted to meet site requirements.

5. Tests shall be performed with automatic valves in place.

I. INSPECTION OF WORK

Installation and operations must be approved by the Engineer.

J. RECORD DRAWINGS

1. All record drawings shall be “redlined” with any as-built information including the items in this section. Dimension from two permanent points of reference (road intersections, etc.) locations of the following items:

   a. Connection to existing water lines.

   b. Routing of sprinkler lines.

   c. Sprinkler control valves.

   d. Routing of control wiring.

2. Before the date of the final inspection, the Contractor shall deliver the corrected and completed redlines to the Engineer. Delivery of the redlines will not relieve the Contractor of the responsibility of furnishing required information that may be omitted from the prints.

K. COMPLETION CLEANING

Upon completion of work, the Contractor shall remove excess materials, rubbish, debris, etc., and his construction and installation equipment from the premises.
L. **FINAL INSPECTION**

1. The final inspection of the work shall be made by the Engineer in the presence of the Contractor at the time the work is completed. Notification shall be made in writing by the Contractor seven (7) days in advance of such inspection.

**5.01.07 GUARANTEE**

The guarantee for the underground sprinkler system shall be made in accordance with the attached form and shall be filed with the Owner or his representative prior to acceptance of the irrigation system.
GUARANTEE FOR SPRINKLER IRRIGATION SYSTEM

We hereby guarantee that the sprinkler irrigation system we have furnished and installed is free from defects in materials and workmanship, and the work has been completed in accordance with the drawings and specifications, ordinary wear and tear, unusual abuse or neglect excepted. We agree to repair or replace any defects in material or workmanship, any settling of backfilled trenches which may develop during the period of one year from date of acceptance and also to repair or replace any damage resulting from the repairing or replacing of such defects at no additional cost to the Owner. We shall make such repairs or replacements, including complete restoration of all damaged planting, paving, or other improvements of any kind, within a reasonable time, as determined by the Owner, after receipt of written notice. In the event of our failure to make such repairs or replacements within a reasonable time after receipt of written notice from the Owner, we authorize the Owner to proceed to have said repairs or replacements made at our expense and we will pay the costs and charges therefore upon demand.

Project: _______________________________________________________

Location: ______________________________________________________

Signed: _______________________________________________________

Contractor

Address: _______________________________________________________

________________________________________________________________

Phone: _______________________________________________________

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DEFINITION OF BID ITEMS
DEFINITION OF BID ITEMS

The unit prices paid for the items listed in the Contractor’s Proposal as defined herein shall be considered full compensation for furnishing all labor, materials, tools, and equipment, and doing all work involved in furnishing and installing the materials complete and in place, in accordance with the details shown on the Plans, as specified herein, and as directed by the Engineer.

All incidental work which is neither shown on the Plans nor otherwise specified, and which is necessary to complete the improvements as shown on the Plans and as specified in the Contract Documents (defined in the Contract/Agreement), shall be furnished and installed as though such work were shown on the Plans or specified in the Contract Documents, and no additional compensation shall be allowed therefore.

The scope of work includes, but is not limited to, each bid item listed in the Contractor’s Proposal and as described in the following.

BASE BID:

17TH STREET MEDIAN IRRIGATION ALTERATION – CABRILLO AVENUE TO TUSTIN AVENUE

Bid Item No. 1 - Irrigation System – Set-Up

Payment for “Irrigation System – Set-Up” shall be at the contract unit bid for each listed in the Bid Proposal, and shall include full compensation for doing all work as outlined in Appendix E of these Contract Documents, including furnishing all materials (including but not limited to controller, remote control valve kit, valve box, Master Valve, PVC lateral, fittings), traffic control, labor (including but not limited to trenching, connection to existing mainline), equipment, tools, and incidentals as required and no additional compensation will be allowed therefor.

Bid Item No. 2 - Irrigation System – Drip Rings

Payment for “Irrigation System – Drip Rings” shall be at the contract unit bid for each listed in the Bid Proposal, and shall include full compensation for doing all work as outlined in Appendix E of these Contract Documents, including furnishing all materials (including but not limited to Bluestripe hose, DL2000 drip line tubing, fittings, staples, air/vacuum relief valves, flush valves, labor (including but not limited to trenching, connection to PVC lateral, placement), equipment, tools, and incidentals as required and no additional compensation will be allowed therefor.

Bid Item No. 3 - Tree Stump Removal

Payment for Tree Stump Removal shall be at the contract unit bid for each listed in the Bid Proposal, and shall include full compensation for doing all work as outlined in Appendix E of these Contract Documents, including furnishing all materials, labor, equipment, tools, and incidentals as required and no additional compensation will be allowed therefor.
Bid Item No. 4 - Mulch

Payment for Payment for Mulch shall be at the contract unit price bid per cubic yard listed in the Bid Proposal, and shall include full compensation for doing all work as outlined in Appendix E of these Contract Documents, including furnishing all materials, labor, equipment, tools, and incidentals as required and no additional compensation will be allowed therefor.

Bid Item No. 5 - Unforeseen Field Conditions

Payment for Payment for Unforeseen Field Conditions shall be at the contract bid listed for each in the Bid Proposal, and shall include full compensation for doing all work, including furnishing all materials, labor, equipment, tools, and incidentals as required for unforeseen work conditions including but not limited to alterations needed to existing irrigation system and special conditions needed when working with existing root systems. The actual amount needed for this item shall be dictated by field conditions and at the discretion of the Engineer, all or in part, and no additional compensation will be allowed therefor.
CITY OF SANTA ANA
APPENDIX A
PROJECT NO.: 18-6921
17TH STREET MEDIAN IRRIGATION ALTERATION

CONSTRUCTION CONTRACT AGREEMENT
This CONSTRUCTION CONTRACT is made and entered into this ____ day of ______, 20__, by and between the CITY OF SANTA ANA, CALIFORNIA, a charter city and municipal corporation organized and existing under the Constitution and laws of the State of California, hereinafter referred to as “CITY” and ______________________________, hereinafter referred to as “CONTRACTOR”.

WITNESSETH:

The CITY and the CONTRACTOR, for the consideration hereinafter named, mutually agree as follows:

1. CONTRACTOR agrees to perform all the work and furnish all the materials at its own cost and expense necessary to construct and complete in a good and workmanlike manner and to the satisfaction of the City Engineer of the CITY, the _______________ Project, hereinafter referred to as the “Work of Improvement” identified in and in accordance with the Contract Documents prepared by the City’s Public Works Agency and approved by the City Council.

2. The complete Construction Contract consists of the “Contract Documents” as defined by the Standard Specifications for Public Works Construction and which include the following:

   - Notice Inviting Bids
   - Information to Bidders
   - Bid Proposal
   - Bid Bond
   - Contract Form
   - Contract Bonds
   - General Provisions
   - Special Provisions
   - Technical Provisions and Project Plans
   - Community Workforce Agreement
   - Appendices

   In case of conflict between the Contract Documents, the precedence of documents shall be as established in the Standard Specifications for Public Works Construction.

3. CITY agrees to pay and CONTRACTOR agrees to accept in full payment to complete the Work of Improvement the sum total amount not to exceed $____________________________, as set forth and identified in the BID PROPOSAL, which is attached hereto and incorporated herein as Exhibit “A”.

   The BID PROPOSAL contains a schedule of unit price(s) or lump sum(s) based on approximate quantities only, and the City does not expressly or by implication agree that the actual amount of work will correspond therewith, but reserves the right to increase or decrease the amount of any class or portion of the work or to omit portions of the work as may be deemed necessary or advisable.
4. CONTRACTOR agrees to complete the Work of Improvement within the time specified in the Time for Completion of Improvements section of the BID PROPOSAL (Exhibit “A”) including commencing construction within the timeframe therein specified after issuance of a Notice to Proceed.

5. The CONTRACTOR will pay, and will require all subcontractors to pay, all employees on the Work of Improvement a salary or wage at least equal to the prevailing salary or wage established for such work as set forth in the wage determinations for this work in accordance with applicable State and Federal law.

6. If applicable, the CONTRACTOR shall adhere to the CITY’S Community Workforce Agreement (CWA), a pre-hire collective bargaining agreement, which establishes the labor relations policies and procedures for CONTRACTOR to follow in the crafts persons employed to complete the WORK OF IMPROVEMENT as more fully described in the CWA. The CWA may be found on the City’s website at:

   http://www.santa-ana.org/pwa/documents/CWA.pdf

7. CONTRACTOR shall, after award of this Contract, furnish two bonds to be approved by the CITY, one in the amount of One Hundred Percent (100%) of the Contract price, to guarantee the faithful performance of the work (Performance Bond), and one in the amount of One Hundred Percent (100%) of the Contract price to guarantee payment of all claims for labor and materials furnished (Payment Bond). This Contract shall not become effective until such bonds are supplied to and approved by the CITY.

8. CONTRACTOR shall, prior to the release of the performance and payment bonds or the retention payment, furnish a warranty performance and payment bond (Warranty Bond). Said Warranty Bond shall also be required as a condition of project acceptance. For projects up to $500,000, the Warranty Bond amount shall be the greater of $10,000 or 20% of the final contract price. For project above $500,000, the Warranty Bond amount shall be the greater of $100,000 or 10% of the final contract price.

9. CONTRACTOR shall, after award of this Contract, furnish Certificates of Liability Insurance and Worker’s Compensation Insurance as outlined in the General Provisions, to be approved by the CITY. //

//--
CITY OF SANTA ANA  
CONSTRUCTION CONTRACT AGREEMENT  
PROJECT NO.: 18-6921  
17TH STREET MEDIAN IRRIGATION ALTERATION

IN WITNESS WHEREOF, the parties hereto have executed this Construction Contract on the day and year first above written.

ATTEST:  

MARC D. HUIZAR
Clerk of the Council

RAUL GODINEZ II
City Manager

APPROVED AS TO FORM:  

SONIA R. CARVALHO
City Attorney

CONTRACTOR:  

By:  
JOHN FUNK  
Assistant City Attorney

By:  
Title:

RECOMMENDED FOR APPROVAL:

EDWIN “WILLIAM” GALVEZ, P.E.  
Acting Executive Director  
Public Works Agency
BONDS
KNOW ALL MEN BY THESE PRESENTS that ____________________________,
as CONTRACTOR, and ____________________________,
a corporation, organized and existing under the laws of the State, and duly authorized to transact
business under the laws of the State of California, as SURETY, are held and firmly bound unto
the City of Santa Ana, as AGENCY, in the penal sum of ____________________________ Dollars
($_____________), which is 100 percent of the total contract amount for the above stated
project, for the payment of which sum, CONTRACTOR and SURETY agree to be bound, jointly
and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH that, whereas CONTRACTOR has
been awarded and is about to enter into the annexed Contract Agreement with AGENCY dated
______________ for ____________________________,
if CONTRACTOR faithfully performs and fulfills all obligations in the performance of the Work
of Improvement to be done under said Contract Agreement in the manner and time specified
therein, then this obligation shall be null and void, otherwise it shall remain in full force and
effect in favor of AGENCY; provided that any alterations in the obligations or time for
completion made pursuant to the terms of the contract documents shall not in any way release
either CONTRACTOR or SURETY, and notice of such alterations is hereby waived by
SURETY.

IN WITNESS WHEREOF the parties hereto have set their names, titles, hands, and seal this
_____ day of ________________, 20__.

CONTRACTOR*
__________________________________________________________

SURETY*
__________________________________________________________

Subscribed and sworn to before me, ____________________________, this _____ day of
__________, 20__.

Signature: ____________________________________________________

Notary Public in and for the County of ________________, State of ______________________

Rate of premium on this bond is $ ______________ per thousand.
Total amount of premium charge is $ ______________. To be filled in by Surety

*Provide CONTRACTOR / ADMITTED SURETY name, address, and telephone number and the
name, title, address, and telephone number of authorized representative.
CITY OF SANTA ANA
BONDS
PROJECT NO.: 18-6921
17TH STREET MEDIAN IRRIGATION ALTERATION

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS that ____________________________,
as CONTRACTOR, and ____________________________,
a corporation, organized and existing under the laws of the State, and duly authorized to transact
business under the laws of the State of California, as SURETY, are held and firmly bound unto
the City of Santa Ana, as AGENCY, in the penal sum of ____________________________ Dollars
($_____________), which is 100 percent of the total contract amount for the above stated
project, for the payment of which sum, CONTRACTOR and SURETY agree to be bound, jointly
and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH that, whereas CONTRACTOR has
been awarded and is about to enter into the annexed Contract Agreement with AGENCY dated
__________________________ for ____________________________,
if CONTRACTOR or any subcontractor fails to pay for any labor or material of any kind used in
the performance of the Work of Improvement to be done under said Contract Agreement, or fails
to submit amounts due under the State Unemployment Insurance Act with respect to said labor,
SURETY will pay for the same in an amount not exceeding the sum set forth above, which
amount shall insure to the benefit of all persons entitled to file claims under the State Code of
Civil Procedures; provided that any alterations in the work to be done, materials to be furnished,
or time for completion made pursuant to the terms of the contract documents shall not in
any way release either CONTRACTOR or SURETY, and notice of said alterations is hereby waived
by SURETY.

IN WITNESS WHEREOF the parties hereto have set their names, titles, hands, and seal this
_____ day of ________________, 20__.

CONTRACTOR* ____________________________

________________________________________

SURETY* ____________________________

________________________________________

Subscribed and sworn to before me, ____________________________, this _____ day of
______________, 20__.

Signature: ____________________________

Notary Public in and for the County of ________________, State of ____________________________

Rate of premium on this bond is $ ____________________________ per thousand.
Total amount of premium charge is $ ____________________________. To be filled in by Surety

*Provide CONTRACTOR / ADMITTED SURETY name, address, and telephone number and the
name, title, address, and telephone number of authorized representative.
KNOW ALL MEN BY THESE PRESENTS that ____________________________, as CONTRACTOR, and ____________________________, a corporation, organized and existing under the laws of the State, and duly authorized to transact business under the laws of the State of California, as SURETY, are held and firmly bound unto the City of Santa Ana, as AGENCY, in the penal sum of ____________________________ Dollars ($_____________), which is 25 percent of the final contract amount for the above stated project, for the payment of which sum, CONTRACTOR and SURETY agree to be bound, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH that, whereas CONTRACTOR has been awarded and is about to enter into the annexed Contract Agreement with AGENCY dated ____________________________ for ____________________________, if CONTRACTOR faithfully warrants the work done under said Contract Agreement against material or quality defects for a period of one year after acceptance by the AGENCY, then this obligation shall be null and void, otherwise it shall remain in full force and effect in favor of AGENCY; provided that any alterations in the obligations or time for completion made pursuant to the terms of the contract documents shall not in any way release either CONTRACTOR or SURETY, and notice of such alterations is hereby waived by SURETY.

IN WITNESS WHEREOF the parties hereto have set their names, titles, hands, and seal this ______ day of ____________________, 20__.

CONTRACTOR* ____________________________

SURETY* ____________________________

Subscribed and sworn to before me, ____________________________, this ______ day of ____________, 20__.

Signature: ____________________________

Notary Public in and for the County of ________________, State of ________________

Rate of premium on this bond is $ ____________________________ per thousand.
Total amount of premium charge is $ ____________________________. To be filled in by Surety

*Provide CONTRACTOR / ADMITTED SURETY name, address, and telephone number and the name, title, address, and telephone number of authorized representative.
CERTIFICATE OF INSURANCE
GENERAL NOTES:

- PROJECT INTENT: This project intends to provide a new separate irrigation system for existing, mature median trees. The existing irrigation system shall be protected in place.
- Contractor shall personally and thoroughly examine work site prior to submission of bid.

KEYED NOTES TO PLANS

1. GRADE PREPARATION FOR DRIPLINE TUBING (at existing tree locations only): Hand trowel two-1-2” deep furrows for installation of new drip irrigation rings, spaced 12” apart, per each existing tree as shown on plan. For bidding purposes, assume 12’-0” x 24’-0” (outer ring) and 10’-0” x 22’-0” (inner ring) oval dripline rings; adjust layout for field conditions. Root prune as necessary, in presence of City Tree Crew.

2. TREE STUMP REMOVAL: At locations where trees are missing, remove existing stumps per the Standard Specifications for Public Works Construction (“Greenbook”), to 24” depth, and haul off site. Backfill hole with excavated dirt from graded edges (see note 7).

3. CONNECTION TO MAINLINE / NEW PVC LATERAL FEED: Provide new 1” PVC lateral connection to existing mainline and lateral feed for new dripline irrigation (see detail included in this Appendix E, and specifications). Lateral run can be along north or south edge of median, whichever provides least impact to existing root system and least conflict to existing irrigation system; trench and install as close to median edge as possible to minimize impact to root system. Connect PVC lateral to new Toro Bluestripe polyethylene hose and DL2000 drip line with Toro Tri-LOC threaded fitting TL-T-F50 or TL-T-M50. One lateral shall supply two sets of drip rings max. Remove existing Master Valve and replace with new Master Valve: Griswold Model #2160, 2”, “Normally Open”.

4. CONTROLLER: Provide and install new battery operated controller Toro #DDCWP-2 with DCLS-P latching solenoid in. Install in same valve box with new RCV (see Detail included in this Appendix E). Location on plans is diagrammatic; verify exact location in field with Engineer.

5. REMOTE CONTROL VALVE KIT (RCV): Provide and install new drip zone valve kit Toro #DZK-700 in new valve box (see Detail included in this Appendix E).

6. DRIPLINE IRRIGATION:
   a. At Existing Trees: Install new Toro DL2000-RGP-412 subsurface dripline tree rings in furrows, with Toro T-YD-500-34 Air/Vacuum Relief Valve and T-FCH-H Flush Valve, per note #3. (See Detail included in this Appendix E). Fasten to grade using Toro TSS6-50 staples, spaced minimum 2’-0” oc. Backfill areas and provide compaction.
   b. At Missing Tree Locations: Provide PVC “Tee” with riser at centerline of stump location; cap at grade for future drip installation.

7. MULCH: Cut and taper median grade away from curb edges (2” deep and 12” away from curb) to prevent mulch run off. Use displaced dirt to backfill holes created from stump removal. Top dress entire median with 2” thickness of Permagreen “Gorilla Mulch”, or approved equal. Apply herbicide to visible weed one week prior to placement of mulch.
NOTES:
1. INSTALLATION TO BE COMPLETED IN ACCORDANCE WITH MANUFACTURERS SPECIFICATIONS.
2. DO NOT SCALE DRAWINGS.
3. CONTRACTORS NOTE: FOR PRODUCT AND COMPANY INFORMATION VISIT www.CADdetails.com/info
   REFERENCE NUMBER 065-1880.
4. DETAIL SHOWS A DOUBLE TREE RING CONNECTION. SINGLE RING INSTALLATIONS ARE SIMILAR. VERIFY ARRANGEMENT IN FIELD. FOR BIDDING PURPOSES, ASSUME 17 SINGLE TREE LAYOUTS.

NOTE:
THE TOTAL LENGTH OF ALL INTERCONNECTED DRIP LINE SHALL NOT EXCEED THE MAXIMUM RUN LENGTH. SEE TORO SUBSURFACE IRRIGATION DESIGN GUIDE (FORM #ALT111).

DR2000®
TWO-TREE RING LAYOUT - SINGLE TREE LAYOUT IS SIMILAR

1. EXISTING 2" PVC MAINLINE.
2. 1" PVC LATERAL LINE FROM DRIP ZONE KIT.
3. VALVE BOX, CONTROLLER, DRIP ZONE KIT
4. 1" PVC LATERAL LINE TO DRIP ZONE KIT
5. 1" PVC SUPPLY LINE.
6. 1" PVC SUPPLY LINE TO OTHER TREES.
7. TORO DL2000 AIR/VACUUM RELIEF VALVE (YD-500-34) PLUMBED TO PVC SUPPLY LINE AT HIGH POINT.
8. TORO DL2000 MANIFOLD-TO-ELBOW CONNECTION (TYP).
10. TORO DL2000 DRIPLINE LATERAL (RGP-212-01). 2 RINGS PER TREE APPROX. 12'X20' & 8'X16'
11. TREE TRUNK.
12. TORO DL2000 AUTOMATIC FLUSH VALVE (FCHH+FIPT) PLUMBED TO TUBING AT END OF EACH LINE.
NOTE:
USE ONE FLUSH VALVE FOR EVERY 7 GPM PER ZONE.
LOCATE AT LOW POINTS. FLUSH RATE IS 0.8 GPM. FLUSH
PRESSURE IS 2 PSI. REFER TO TORO PUBLICATION
#ALT111 FOR SPECIFICATIONS.

1. 1" ABOVE FINISH GRADE.
2. FINISH GRADE.
3. TORO LOC-EZE X 3/4" MHT
   ADAPTER (T-FJJ16).*
4. TORO DL2000 TUBING
   (RGP-212-01)
5. 6" ROUND PLASTIC VALVE
   BOX . HEAT BRAND "FV" ON
   LID IN 1" HIGH CHARACTERS.
6. TORO LOC-EZE TEE (FTT16).
7. BRICK SUPPORTS (2
   COMMON BRICKS REQUIRED).
8. NATIVE SOIL PER
   SPECIFICATIONS.
9. PEA GRAVEL SUMP (6" x 18").

SECTION/ELEVATION
NOT TO SCALE

NOTES:
1. INSTALLATION TO BE COMPLETED IN ACCORDANCE WITH MANUFACTURERS SPECIFICATIONS.
2. DO NOT SCALE DRAWINGS.
3. CONTRACTORS NOTE: FOR PRODUCT AND COMPANY INFORMATION VISIT www.CADdetails.com/info
   REFERENCE NUMBER 065-188u.
   *
   * FLUSH OUT LINE MANUALLY, AS NEEDED.
NOTE:
USE ONE AIR/RELIEF VALVE FOR EVERY 7 GPM PER ZONE.
LOCATE AT HIGH POINTS. REFER TO TORO PUBLICATION
#ALT111 FOR SPECIFICATIONS.

SECTION/ELEVATION
NOT TO SCALE

1. INSTALLATION TO BE COMPLETED IN ACCORDANCE WITH MANUFACTURERS SPECIFICATIONS.
2. DO NOT SCALE DRAWINGS.
3. CONTRACTORS NOTE: FOR PRODUCT AND COMPANY INFORMATION VISIT www.CADdetails.com/info
REFERENCE NUMBER 065-188p.

DL2000®
AIR/VACUUM RELIEF VALVE ON TUBING
NOTE:
THE TOTAL LENGTH OF ALL INTERCONNECTED DRIP LINE
SHALL NOT EXCEED THE MAXIMUM RUN LENGTH. SEE
TORO SUBSURFACE IRRIGATION DESIGN GUIDE (FORM
ALT111).

NOTES:
1. INSTALLATION TO BE COMPLETED IN ACCORDANCE WITH MANUFACTURERS SPECIFICATIONS.
2. DO NOT SCALE DRAWINGS.
3. CONTRACTORS NOTE: FOR PRODUCT AND COMPANY INFORMATION VISIT www.CADdetails.com/info
REFERENCE NUMBER 065-1880.

DL2000®
INDIVIDUAL TREE LAYOUT
MIN. FLOW RATE - 0.25 GPM
MAX. FLOW RATE - 8.0 GPM

NOTES:
1. INSTALLATION TO BE COMPLETED IN ACCORDANCE WITH MANUFACTURERS SPECIFICATIONS.
2. DO NOT SCALE DRAWINGS.
3. CONTRACTORS NOTE: FOR PRODUCT AND COMPANY INFORMATION VISIT www.CADdetails.com/info REFERENCE NUMBER 065-190c.

TORO DRIP ZONE KIT
DZK-TPV-1-LF

1. FINISH GRADE.
2. CONTROL WIRES WITH 36’ SERVICE COIL AND WATER PROOF WIRE CONNECTIONS, DRY OR EQUAL.
3. RECTANGULAR PLASTIC VALVE BOX. HEAT BRAND STATION NUMBER ON LID IN 2” HIGH CHARACTERS.
4. PVC MAINLINE PER SPECIFICATIONS (LENGTH AS REQUIRED).
5. SCH 40 PVC ELL (SxS).
6. NATIVE SOIL PER SPECIFICATIONS.
7. CONTROL WIRES TO CONTROLLER.
8. PVC MAINLINE FITTING.
9. TORO TPF/100 INLINE VALVE (*).
10. TORO 150 MESH Y-FILTER (*).
11. TORO 25 PSI LOW FLOW PRESSURE REGULATOR (*).
12. SCH 40 PVC MALE ADAPTER.
13. SCH 40 PVC BALL VALVE (*).
14. SCH 80 PVC CLOSE NIPPLE (*).
15. PEA GRAVEL SUMP, MINIMUM 6” DEEP.
16. BRICK SUPPORTS (4 COMMON BRICKS REQUIRED).
17. LATERAL LINE TO DRIP SYSTEM.
(*) PARTS IN DRIP ZONE KIT.
NOTES:
1. INSTALLATION TO BE COMPLETED IN ACCORDANCE WITH MANUFACTURERS SPECIFICATIONS.
2. DO NOT SCALE DRAWINGS.
3. CONTRACTORS NOTE: FOR PRODUCT AND COMPANY INFORMATION VISIT www.CADdetails.com/Info
   REFERENCES NUMBER 065-188a.

DL2000®
MANIFOLD CENTER FEED