CUPERTINO

PUBLIC WORKS DEPARTMENT
Timm Borden, Director

CITY HALL
10300 TORRE AVENUE ~ CUPERTINO, CA 95014-3266
(408) 777-3354 ~ FAX (408) 777-3333

ADDENDUM NO. 1
2014 SIDEWALK ACCESSIBILITY IMPROVEMENTS - PROJECT NO. 2014-15
BID OPENING: April 7, 2014
2:00 P.M.

ISSUED DATE: March 25, 2015
Engineer's Estimate - $900,000.00

The following revisions are hereby made to the above referenced project.

1. Replace current Document 00400 Bid Form with the revised Document 00400 Bid Form attached to this Addendum. Bid item quantities have changed.
2. Replace current Document 00520 Contract with the revised Document 00520 Contract attached to this Addendum. Paragraph. 3.1 Contract Time has changed.
3. Replace current Document 00800 Special Provisions with Document 00800 Special Provisions attached to this Addendum. Paragraph 1.4 Work Under Other Contracts, Paragraph 1.5 Contract Time, Paragraph 1.7 Work Days and Hours, and Part 3. Execution, have changed.
4. Replace current Document 00850 Technical Specifications with Document 00850 Technical Specifications attached to this Addendum. Paragraphs 1.05 Tree Roots and Tree Damage, 1.06 Root Barrier,. 1.07 Removal of Park Strip Improvements, 1.010 Work Areas, and 1.011Payment have changed.
5. Replace current Attachment A List of Streets Near Schools with Attachment A List of Street Near Schools to this addendum.

All questions regarding this project must be transmitted in writing to Roger Lee, Assistant Director of Public Works. Fax number is 408-777-3333 and email address is RogerL@cupertino.org.

Please indicate receipt of this addendum on the last page of the Proposal. Failure to do so may cause rejection of your bid.

APPROVED BY:

for Roger H. Lee

Timm Borden
Director of Public Works

DOCUMENT 00400

BID FORM

To be submitted as part of Envelope "A" by the time and date specified in Document 00200 (Instructions to Bidders).

TO THE HONORABLE CITY COUNCIL OF THE CITY OF CUPERTINO

THIS BID IS SUBMITTED BY:

_____

(Firm/Company Name)

Re: PROJECT NUMBER 2014-15
2014 Sidewalk Accessibility Improvements

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into a contract with the City of Cupertino ("City") in the form included in the Contract Documents, Document 00520 (Contract), to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Sum and within the Contract Time indicated in this Bid and in accordance with all other terms and conditions of the Contract Documents. All portions of this Bid Form must be completed and signed before the bid is submitted. Failure to do so will result in the bid being rejected as non-responsive.

2. Bidder accepts all of the terms and conditions of the Contract Documents, Document 00100 (Advertisement for Bids), and Document 00200 (Instructions to Bidders), including, without limitation, those dealing with the disposition of Bid Security. This Bid will remain subject to acceptance for 90 Days after the day of Bid opening.

3. Bidder has visited the Site and performed all tasks, research, investigation, reviews, examinations, and analysis and given notices, regarding the Project and the Site, as set forth in Document 00520 (Contract), Article 5.

4. Bidder has given City prompt written notice of all conflicts, errors, ambiguities, or discrepancies that it has discovered in or among the Contract Documents and as-built drawings and actual conditions and the written resolution thereof through Addenda issued by City is acceptable to Contractor.

5. Subcontractors for work included in all Bid items, in accordance with the criteria in the Public Contract Code, are listed on the attached Document 00430 (Subcontractors List).

6. The undersigned Bidder understands that City reserves the right to reject this Bid.

7. If written notice of the acceptance of this Bid, hereinafter referred to as Notice of Award, is mailed or delivered to the undersigned Bidder within the time described in paragraph 2 of this Document 00400 or at any other time thereafter before it is withdrawn, the undersigned Bidder will execute and deliver the documents required by Document 00200 (Instructions to Bidders) within the times specified therein. These documents include, but are not limited to, Document 00520 (Contract), Document 00610 (Construction Performance Bond), and Document 00620 (Construction Labor and Material Payment Bond).

8. Notice of Award or request for additional information may be addressed to the undersigned Bidder at the address set forth below on the signature page.

10. The undersigned Bidder herewith encloses cash, a cashier's check, or certified check of or on a responsible bank in the United States, or a corporate surety bond furnished by a surety authorized to do a surety business in the State of California, in form specified in Document 00200 (Instructions to Bidders), in the amount of ten percent (10%) of the total of Bid and made payable to the "City of Cupertino".

11. The undersigned Bidder agrees to commence Work under the Contract Documents on the date established in Document 00700 (General Conditions) and to complete all work within the time specified in Document 00520 (Contract). The undersigned Bidder acknowledges that City has reserved the right to delay or modify the commencement date. The undersigned Bidder further acknowledges City has reserved the right to perform independent work at the Site, the extent of such work may not be determined until after the opening of the Bids, and that the undersigned Bidder will be required to cooperate with such other work in accordance with the requirements of the Contract Documents.

12. The undersigned Bidder agrees that, in accordance with Document 00700 (General Conditions), liquidated damages for failure to complete all Work in the Contract within the time specified in Document 00520 (Contract) shall be as set forth in Document 00520 (Contract).

SCHEDULE OF BID PRICES

All Bid items, including lump sums and unit prices, must be filled in completely. Quote in figures only, unless words are specifically requested.

Specialty Items are identified on the Bid Form in the description.

ITEM	DESCRIPTION	UNIT	EST QTY	UNIT PRICE	TOTAL
A.	OVER ONE (1) CU. YD. CONC. TO SIX (6) CU. YD. (81-486 S.F. 4" sdwlk, 18-108 L.F. std. Curb & Gutter)				
	1. Remove and Replace 4" Sidewalk (1-19)	S.F.	1000		
	2.1 Driveway Detail – Detached Sidewalk (1-20)	S.F.	700		
	2.2 Driveway Detail – Monolithic Sidewalk (1-21)	S.F.	500		
	3. Remove and Replace Curb & Gutter (1-16 Type A2-6)	L.F.	1300		
	4. Remove and Replace Rolled Curb & Gutter (1-16 Type E)	L.F.	400		
B.	OVER SIX CU. YD. CONC.				
	1. Remove and Replace 4" Sidewalk (1-19)	S.F.	5200		
	2.1 Driveway Detail – Detached Sidewalk (1-20)	S.F.	2400		
	2.2 Driveway Detail – Monolithic Sidewalk (1-21)	S.F.	2000		
	3. Remove and Replace Curb & Gutter (1-16 Type A2-6)	L.F.	5000		
	4. Remove and Replace Rolled Curb & Gutter (1-16, Type E)	L.F.	900		
C.	ALL CATEGORIES AND LOCATIONS				
	1. Remove Park Strip Improvements	S.F.	4500		
	2. Remove Median Island Flatwork	S.F.	0		
	3. Valley Gutter (1-18)	S.F.	200		
	4. Depressed Curb Ramps (Caltrans Detail A88A)				
	4A. Depressed Curb Ramps (CASE A)	EA	80		
	4B Depressed Curb Ramps (Case B)	EA	25		
	4C Depressed Curb Ramps (Case C)	EA	30		
	4D Depressed Curb Ramps (Case D)	EA	10		
	4E. Depressed Curb Ramps (Case E)	EA	4		
	4F Depressed Curb Ramps (Case F)	EA	5		
	4G Depressed Curb Ramps (Case G)	EA	2		
	5. Upgrade Existing Curb Ramps	EA	30		
	6. Retaining Curb (outside of ramp border grooves)	LF	900		

CONTINUED NEXT PAGE

ITEM	DESCRIPTION	UNIT	EST QTY	UNIT PRICE	TOTAL
	7. Root Barrier	LF	1400		
	9. Median Island Curb	LF	140		
	9. Reconstruction of Catch Basin Top	EA	3		
	10. Asphalt Replacement (6" Placement)	TN	100		
				TOTAL	

Total Bid Price: _____

(Words)

Unit Legend

LS = Lump Sum
EA = Each
LF = Linear Feet
TON = Ton or 2,000 Pounds
CY = Cubic Yards
LB = Pounds
AL = Allowance
SF = Square Feet

ACKNOWLEDGEMENT OF RECEIPT OF ADDENDUMS

Bidder herby acknowledges receipt and examination of all Contract Documents and the following Addenda:

Addendum No.	Addendum Date

Bidder proposes and agrees to fully perform the Work within the time stated and in strict accordance with the Contract Documents for the sums of money listed in this Bid Form.

NAME OF BIDDER: _____

licensed in accordance with an act for the registration of Contractors, and with license number: _____
Expiration Date: _____.

_____ _____
Where incorporated, if applicable

_____

_____
Principals

I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

_____
Signature of Bidder

NOTE: If Bidder is a corporation, set forth the legal name of the corporation, state where incorporated, together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation. If Bidder is a partnership, set forth the name of the firm together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership.

Business Address: _____
_____
_____

Officers authorized to sign contracts: _____
_____
_____
Typed Full Name:

Telephone Number(s): _____

Fax Number(s): _____

E-Mail Address: _____

END OF DOCUMENT

DOCUMENT 00520

CONTRACT

THIS CONTRACT, dated this ___ day of _____, 2015, by and between _____, whose place of business is located at _____ ("Contractor"), and the CITY OF CUPERTINO, a Municipal Corporation of the State of California ("City") acting under and by virtue of the authority vested in the City by the laws of the State of California.

WHEREAS, City, on the ___ day of _____, 2015 awarded to Contractor the following Project:

PROJECT NUMBER 2014-15
2014 Sidewalk Accessibility Improvements

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, Contractor and City agree as follows:

Article 1. Work

1.1 Contractor shall complete all Work specified in the Contract Documents, in accordance with the Specifications, Drawings, and all other terms and conditions of the Contract Documents.

Article 2. Agency and Notices to City

2.1 City has designated Roger Lee, Assistant Director of Public Works, to act as City's Authorized Representative(s), who will represent City in performing City's duties and responsibilities and exercising City's rights and authorities in Contract Documents. City may change the individual(s) acting as City's Authorized Representative(s), or delegate one or more specific functions to one or more specific City's Representatives, including without limitation engineering, architectural, inspection and general administrative functions, at any time with notice and without liability to Contractor. Each City's Representative is the beneficiary of all Contractor obligations to City, including without limitation, all releases and indemnities.

2.2 All notices or demands to City under the Contract Documents shall be to City's Authorized Representative at: 10300 Torre Avenue, Cupertino, California 95014 or to such other person(s) and address(es) as City shall provide to Contractor.

Article 3. Contract Time and Liquidated Damages

3.1 Contract Time.

The Contract Time will commence to run on the date indicated in the Notice to Proceed. City may give a Notice to Proceed at any time within 30 Days after the Notice of Award. Contractor shall not do any Work at the Site prior to the date on which the Contract Time commences to run.

Contractor shall achieve Final Completion of the entire Work and be ready for Final Payment in accordance with Section 00700 (General Provisions) within 110 working days as provided in Document 00700 (General Provisions)

3.2 Liquidated Damages.

City and Contractor recognize that time is of the essence of this Contract and that City will suffer financial loss in the form of contract administration expenses (such as project management and consultant expenses), if all or any part of the Work is not completed within the times specified above, plus any extensions thereof allowed in

accordance with the Contract Documents. Consistent with Document 00700 (General Provisions), Contractor and City agree that because of the nature of the Project, it would be impractical or extremely difficult to fix the amount of actual damages incurred by City because of a delay in completion of all or any part of the Work. Accordingly, City and Contractor agree that as liquidated damages for delay Contractor shall pay City:

3.2.1 $500 for each Calendar Day that expires after the time specified herein for Contractor to achieve Final Completion of the entire Work as specified above.
3.2.2 $75 per Calendar Day per location for failure to replace concrete within the same calendar week.
3.2.3 $75 per Calendar Day per location for failure to replace asphalt to finish grade within 30 calendar days.

Liquidated damages shall apply cumulatively and, except as provided below, shall be presumed to be the damages suffered by City resulting from delay in completion of the Work.

3.3 Liquidated damages for delay shall only cover administrative, overhead, interest on bonds, and general loss of public use damages suffered by City as a result of delay. Liquidated damages shall not cover the cost of completion of the Work, damages resulting from defective Work, lost revenues or costs of substitute facilities, or damages suffered by others who then seek to recover their damages from City (for example, delay claims of other contractors, subcontractors, tenants, or other third-parties), and defense costs thereof.

Article 4. Contract Sum

4.1 City shall pay Contractor the Contract Sum for completion of Work in accordance with Contract Documents as set forth in Contractor's Bid, attached hereto: See Exhibit "A" attached

Article 5. Contractor's Representations

In order to induce City to enter into this Contract, Contractor makes the following representations and warranties:

5.1 Contractor has visited the Site and has examined thoroughly and understood the nature and extent of the Contract Documents, Work, Site, locality, actual conditions, as-built conditions, and all local conditions, and federal, state and local laws and regulations that in any manner may affect cost, progress, performance or furnishing of Work or which relate to any aspect of the means, methods, techniques, sequences or procedures of construction to be employed by Contractor and safety precautions and programs incident thereto.

5.2 Contractor has examined thoroughly and understood all reports of exploration and tests of subsurface conditions, as-built drawings, drawings, products specifications or reports, available for Bidding purposes, of physical conditions, including Underground Facilities, or which may appear in the Drawings. Contractor accepts the determination set forth in these Documents and Document 00700 (General Provisions) of the limited extent of the information contained in such materials upon which Contractor may be entitled to rely. Contractor agrees that except for the information so identified, Contractor does not and shall not rely on any other information contained in such reports and drawings.

5.3 Contractor has conducted or obtained and has understood all such examinations, investigations, explorations, tests, reports and studies (in addition to or to supplement those referred to in Section 5.2 of this Document 00520) that pertain to the subsurface conditions, as-built conditions, underground facilities, and all other physical conditions at or contiguous to the Site or otherwise that may affect the cost, progress, performance or furnishing of Work, as Contractor considers necessary for the performance or furnishing of Work at the Contract Sum, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of Document 00700 (General Provisions); and no additional examinations, investigations, explorations, tests, reports, studies or similar information or data are or will be required by Contractor for such purposes.

5.4 Contractor has correlated its knowledge and the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.

5.5 Contractor has given City prompt written notice of all conflicts, errors, ambiguities, or discrepancies that it has discovered in or among the Contract Documents and as-built drawings and actual conditions and the written resolution thereof through Addenda issued by City is acceptable to Contractor.

5.6 Contractor is duly organized, existing and in good standing under applicable state law, and is duly qualified to conduct business in the State of California.

5.7 Contractor has duly authorized the execution, delivery and performance of this Contract, the other Contract Documents and the Work to be performed herein. The Contract Documents do not violate or create a default under any instrument, contract, order or decree binding on Contractor.

5.8 Contractor has listed Subcontractors pursuant to the Subcontractor Listing Law, California Public Contracting Code §4100 *et seq*. in document 00340 (Subcontractors List)

Article 6. Contract Documents

6.1 Contract Documents consist of the following documents, including all changes, addenda, and modifications thereto:

Document 00002 Signature Page
Document 00003 Project Directory
Document 00012 Caltrans/City Cross-Reference Table
Document 00100 Advertisement For Bids
Document 00200 Instructions to Bidders
Document 00210 Indemnity and Release Agreement
Document 00400 Bid Form
Document 00411 Bond Accompanying Bid
Document 00430 Subcontractors List
Document 00450 Statement of Qualifications
Document 00481 Non-Collusion Affidavit
Document 00482 Bidder Certifications
Document 00520 Contract
Document 00530 Insurance Forms
Document 00610 Construction Performance Bond
Document 00620 Construction Labor and Material Payment Bond
Document 00630 Guaranty
Document 00650 Agreement and Release of Any and All Claims
Document 00660 Substitution Request Form
Document 00700 General Conditions
Document 00800 Special Conditions
Document 00820 Traffic Control Requirements
Document 00821 Insurance
Document 00822 Apprenticeship Program
Technical Specifications
Addenda(s)
Drawings/Plans

6.2 There are no Contract Documents other than those listed in this Document 00520, Article 6. The Contract Documents may only be amended, modified or supplemented as provided in Document 00700 (General Provisions).

Article 7. Miscellaneous

7.1 Terms used in this Contract are defined in Document 00700 (General Provisions) and will have the meaning indicated therein.

7.2 It is understood and agreed that in no instance are the persons signing this Contract for or on behalf of City or acting as an employee, agent, or representative of City, liable on this Contract or any of the Contract Documents, or upon any warranty of authority, or otherwise, and it is further understood and agreed that liability of the City is limited and confined to such liability as authorized or imposed by the Contract Documents or applicable law.

7.3 Contractor shall not assign any portion of the Contract Documents, and may subcontract portions of the Contract Documents only in compliance with the Subcontractor Listing Law, California Public Contracting Code §4100 *et seq*.

7.4 The Contract Sum includes all allowances (if any).

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

7.6 Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Contract, as determined by Director of the State of California Department of Industrial Relations, are deemed included in the Contract Documents and on file at City's office, or may be obtained of the State of California web site http://www.dir.ca.gov/DLSR/PWD/Northern.html and shall be made available to any interested party on request. Pursuant to Section 1861 of the Labor Code, Contractor represents that it is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and Contractor shall comply with such provisions before commencing the performance of the Work of the Contract Documents.

7.7 Should any part, term or provision of this Contract or any of the Contract Documents, or any document required herein or therein to be executed or delivered, be declared invalid, void or unenforceable, all remaining parts, terms and provisions shall remain in full force and effect and shall in no way be invalidated, impaired or affected thereby. If the provisions of any law causing such invalidity, illegality or unenforceability may be waived, they are hereby waived to the end that this Contract and the Contract Documents may be deemed valid and binding contracts, enforceable in accordance with their terms to the greatest extent permitted by applicable law. In the event any provision not otherwise included in the Contract Documents is required to be included by any applicable law, that provision is deemed included herein by this reference(or, if such provision is required to be included in any particular portion of the Contract Documents, that provision is deemed included in that portion).

7.8 This Contract and the Contract Documents shall be deemed to have been entered into in the County of Santa Clara, State of California, and governed in all respects by California law (excluding choice of law rules). The exclusive venue for all disputes or litigation hereunder shall be in Santa Clara County. Both parties hereby waive their rights under California Code of Civil Procedure Section 394 to file a motion to transfer any action or proceeding arising out of the Contract Documents to another venue. Contractor accepts the Claims Procedure in Document 00700, Article 12, established under the California Government Code, Title 1, Division 3.6, Part 3, Chapter 5.

IN WITNESS WHEREOF the parties have executed this Contract in triplicate the day and year first above written.

2014 SIDEWALK ACCESSIBILITY IMPROVEMENTS

CITY:
CITY OF CUPERTINO, a Municipal Corporation of the State of California

Attest:

_____
City Clerk: Grace Schmidt

Approved as to form by City Attorney:

_____
City Attorney: Carol Korade

I hereby certify, under penalty of perjury, that Timm Borden, Director of Public Works of the City of Cupertino was duly authorized to execute this document.

Dated:_____

_____
David Brandt, City Manager of the City of Cupertino, a Municipal Corporation of the State of California

Designated Representative:

Name: Roger Lee

Title: Assistant Director of Public Works

Address: 10300 Torre Ave., Cupertino, CA 95014

Phone: 408-777-3269

Facsimile: 408-777-3354

AMOUNT:
ACCOUNT NUMBER:
ACCOUNT NUMBER:
FILE NO.:

CONTRACTOR:

By: _____
[Signature]

_____
[Please print name here]

Title: _____
[If Corporation: Chairman , President, or Vice President]

By: _____
[Signature]

_____
[Please print name here]

Title: _____
[If Corporation: Secretary, Assistant Secretary, Chief Financial Officer, or Assistant Treasurer]

_____
State Contractor's License No. Classification

_____
Expiration Date

Taxpayer ID No._____

Name: _____

Title: _____

Address: _____

Phone: _____

Facsimile: _____

NOTARY ACKNOLEDGEMENT IS REQUIRED. IF A CORPORATION, CORPORATE SEAL AND CORPORATE NOTARY ACKNOWLEDEMENT AND FEDERAL TAX ID ARE REQUIRED. IF NOT A CORPORATION SOCIAL SECURITY NO. IS REQUIRED

END OF DOCUMENT

DOCUMENT 00800

SPECIAL CONDITIONS

PART 1 GENERAL

1.1 SUMMARY

A. Document includes summary of Work including:
- 1.2 Work Covered By Contract Documents
- 1.3 Bid Items
- 1.4 Work Under Other Contracts
- 1.5 Contract Time
- 1.6 Work Sequence
- 1.7 Work Days and Hours
- 1.8 Cooperation of Contractor and Coordination with Other Work
- 1.9 Maintenance, Product Handling, and Protection
- 1.10 Partial Occupancy/Utilization Requirements
- 1.11 Contractor Use of Premises
- 1.12 Lines and Grades
- 1.13 Protection of Existing Property, Structures and Utilities
- 1.14 Damage to Existing Property
- 1.15 Dust Control
- 1.16 Parking
- 1.17 Lay down / Staging Area
- 1.18 Permits
- 1.19 Punch List Verification
- 1.20 Actual Damages for Violations
- 1.21 Unfavorable Construction Conditions
- 1.22 Construction Site Access
- 1.23 Site Administration
- 1.24 Weather Delay
- 1.25 Project Record Documents
- 1.26 City Supplied Materials
- 1.27 Mobilization

- 2.1 Products Ordered In Advance (N/A)
- 2.2 City-Furnished Products

1.2 WORK COVERED BY CONTRACT DOCUMENTS

A. Work generally consists of the removal and replacement of existing portland cement concrete curbs & gutters, sidewalks, drive approaches and ADA ramps as described in the technical specifications.

B. The Work of this Contract includes work covered by unit price costs.

C. Unless provided otherwise in the Contract Documents, all risk of loss to Work covered by Contract Documents shall rest with Contractor until Final Acceptance of the Work.

D. Contractor's use of the premises for trailer, storage and parking is limited to the construction area as indicated on the plans and as approved by the City.

E. Contractor shall be solely responsible for all utilities (including without limitation electricity, water, gas, etc.) at the Site.

F. Existing equipment removed but not reused, as a part of the Work, shall be returned to the City where indicated. Contractor shall carefully remove all equipment, specified or indicated to be salvaged and reused, or to remain the property of City. Contractor shall store and protect salvaged items specified or indicated to be reused in the Work.. Salvaged items not to be reused in the Work, but to remain City's property shall be delivered by Contractor in good condition to City.

Any items indicated to be salvaged which are damaged in removal, storage, or handling, through carelessness or improper procedures, shall be replaced by Contractor in kind or with new items. Contractor may furnish and install new items, in exchange for those indicated to be salvaged, in which case such removed items will become Contractor's property. Existing materials and equipment, removed by Contractor, shall not be reused in the Work except where so specified or indicated.

G. This Document and Document 00700 (General Conditions) and the Special Conditions includes measures that Contractor shall follow to execute the work.

1.3 BID ITEMS

Bid Items

A. Any Bid Item may be deleted from the Work and Contract Sum, in total or in part, prior to or after award of Contract, without compensation in any form or adjustment of other Bid Items or prices therefore, in accordance with Document 00700 (General Conditions).

B. Payment of all items is subject to the provisions of the Document 00700 (General Conditions).

C. For all Bid Items, furnish and install all work indicated and described in Specifications and all other Contract Documents, including connections to existing systems. Work and requirements applicable to each individual Bid Item, or unit of Work, shall be deemed incorporated into the description of each Bid Item. Bidder should take particular notice that any and all items of Work, called for in the Construction Documents, but not included in a description of any specific bid item, shall be considered as included in one (1) or more of the bid items and that no additional compensation for those items of Work, beyond the Base Bid, will be allowed. Work of this nature includes, but is not limited to, such items as flagmen, water, all safety requirements, or work and materials required to provide public convenience and safety, barricades, lights, vehicular detours, and pedestrian walkways.

D. For Lump Sum Bid items, bidder shall determine and include in its pricing all materials, labor, and equipment necessary to complete each Bid Item as shown and specified in the Contract Documents.

1.4 WORK UNDER OTHER CONTRACTS

Work under this project consists of concrete improvements in preparation of the 2015 Pavement Maintenance Projects. Contractor will need to coordinate schedule with City asphalt paving contractor. Concrete improvements shall precede asphalt improvements. Additionally, utility main replacements will occur on select streets. Coordination is required to ensure work zones do not overlap.

1.5 CONTRACT TIME

The Contract Time will commence on the date indicated in the Notice to Proceed. City may give a Notice to Proceed at any time within 30 Days after the Notice of Award. Based on Council authorization anticipated on April 7, 2015, Notice may be given on or before April 21, 2015. Contractor shall not do any Work at the Site prior to the date on which Contract Time commences.

Contractor shall achieve Final Completion of the entire Work and be ready for Final Payment in accordance with Section 00700 (General Conditions) within 110working days. All work on streets near schools shall be complete by June 11, 2014.

1.6 WORK SEQUENCE

A. Construct Work in stages and at times to accommodate City operational requirements during the construction period; coordinate construction schedule and operations with City.

B. Contractor shall allow safe passage thru the construction area at all times. The patrons must be allowed to use the facilities around the fountain at all times during construction.

C. Contractor acknowledges that shoring may be required to maintain a safe excavation and protect facilities or pipelines, including both existing and recently constructed under this Contract. All expenses for shoring of excavations for construction of basins and pipelines shall be included.

D. When required by the specifications or contract documents or plans the Contractor shall follow the sequence of operations as set fourth therein.

1.7 WORK DAYS AND HOURS

A. Work Days and hours: Monday-Friday inclusive, 8:00 a.m.-5:00 p.m. local time except as otherwise allowed or restricted in the Special Conditions, Traffic Control Requirements, or as otherwise approved by the City. Truck Travel and hauling of equipment or materials is prohibited on streets listed in Attachment A, as well as any street contiguous to and within five hundred feet of any public school, between the hours of 7:00 AM and 9:30AM and 2:00 PM and 4:00 PM. Contract is responsible for identifying locations of all public schools and compliance with Chapter 11.32 of the Cupertino Municipal Code.

B. Work at the Site on weekends or holidays is not permitted, unless Contractor requests otherwise from City in writing at least 2 working days in advance and City approves in its sole discretion. In the case of Work by Contractor after normal working hours, Contractor shall be responsible for any additional inspection costs incurred by the City. Such costs may be withheld from any succeeding monthly progress payment.

C. Connections to Existing Facilities. Unless otherwise specified or indicated, Contractor shall make all necessary connections to existing facilities, including structures, drain lines, and utilities such as water, sewer, gas, telephone, and electric. In each case, Contractor shall receive permission from City or the owning utility prior to undertaking connections and coordinate as needed to accommodate the facilities operations. Contractor shall protect facilities against deleterious substances and damage.

D. Road Shutdown. Contractor shall execute the Work while roads are in operation except for the periods of permitted shutdown. For shutdown periods, Contractor shall prepare and submit a detailed plan that includes shutdown schedule, planned sequence of work, milestones and projected times of completions of activities, any anticipated problems, Contractor's supervisory personnel, actions desired of City and staff, and contingency plans. Contractor shall allow sufficient time for review and re-submittal of the shutdown plan until acceptable to City. Contractor shall employ sufficient labor, superintendence, and equipment on a 24-hour, 7 days a week basis during shutdown and other operational disruptions to complete Work within the specified periods at no additional cost to the City. Once initiated, Work may proceed on extra shift or around-the-clock basis as necessary. When required to minimize treatment process interruptions while complying with specified sequencing constraints, Contractor shall provide power, lighting, controls, instrumentation, and safety devices.

1.8 COOPERATION OF CONTRACTOR AND COORDINATION WITH OTHER WORK

A. Coordinate with City and any City forces, or other contractors and forces, as required by Document 00700 (General Conditions) and this document. City's facility will be accessible and useable at all times.

B. Employ a full time coordinator to constantly review Contract Documents, submittals, changes, and prepare overlay drawings as necessary to avoid conflicts, errors, omissions and untimely construction.

C. The existing facilities must be kept closed to the public for the duration of the project. Contractor is to secure the site from public access at all times. This may require the use of a security guard, signage, perimeter fencing and other measures. All payment for site security shall be included in Bid.

D. Contractor shall not shut down or disconnect any part of the existing utility system without express permission of the Engineer and the owner of the utility. Contractor shall give such notice of approved utility shutdowns as may be required by the Engineer and the owner of the utility.

1.9 MAINTENANCE, PRODUCT HANDLING, AND PROTECTION

A. Transport, deliver, handle, and store materials and equipment at the Site in such a manner as to prevent the breakage, damage or intrusions of foreign matter or moisture, and otherwise to prevent damage.

B. Hazardous substance compliance: Provide City with copies of the OSHA Material Safety Data Sheets (MSDS) for all products containing a hazardous substance, examples: Adhesives, paints, sealants, and the like.

C. Packaging: Provide packaged material in manufacturer's original containers with seals unbroken and labels intact until incorporated into the Work.

D. Remove all damaged or otherwise unsuitable material and equipment promptly from the Site.

E. Protection: Protect all finished surfaces.

F. Asbestos Removal: If, during the progress of the Work, suspected asbestos-containing products are identified, Contractor shall stop work in the affected area and engage an asbestos removal Subcontractor to verify the materials and, if necessary, encapsulate, enclose, or remove and dispose of all asbestos in accordance with current regulations of the Environmental Protection Agency and the U. S. Department of Labor – Occupational Safety and Health Administration, the state asbestos regulating agency, and any local government agency. Payment for such work will be made by Change Order.

Asbestos Removal Subcontractor's Qualifications. The Subcontractor for asbestos removal shall be regularly engaged in this type of activity and shall be familiar with the regulations that govern this work. The Subcontractor shall demonstrate to the satisfaction of City that it has successfully completed at least three asbestos removal projects, that it has the necessary staff and equipment to perform the work, and that it has an approved site for disposal of the asbestos. Liability insurance covering the asbestos abatement work shall be provided as specified in the Supplementary Conditions.

Asbestos Removal Methods. The asbestos removal Subcontractor shall submit a work plan of its proposed removal procedure to City before beginning work and shall certify that the methods are in full compliance with the governing regulations. The work plan shall cover all aspects of the removal, including health and safety of employees and building occupants, hygiene facilities, employee certification, clearance criteria, transportation and disposal, enclosure techniques, and other techniques appropriate for the proposed work.

G. Cost of maintenance of systems and equipment prior to Final Acceptance will be considered as included in prices bid and no direct or additional payment will be made therefore.

1.10 PARTIAL OCCUPANCY/UTILIZATION REQUIREMENTS

A. Allow City to take possession of and use any completed or partially completed portion of the Work during the progress of the Work as soon as is possible without interference to the Work.

B. Possession, use of Work, and placement and installation of equipment by City shall not in any way evidence the completion of the Work or any part of it.

C. Contractor shall not be held responsible for damage to the occupied part of the Work resulting from City occupancy.

D. Make available, in areas occupied, on a 24-hour per day and 7-day per week basis if required, any utility services in condition to be put in operation at the time of occupancy.

1. Responsibility for operation and maintenance of said equipment shall remain with Contractor.
2. Make, and City shall certify, an itemized list of each piece of equipment so operated with the date operation commences.
3. Itemized list noted above shall be basis for commencement of warranty period for equipment.
4. City shall pay for utility cost arising out of occupancy by City during construction.

E. Use and occupancy by City prior to acceptance of Work does not relieve Contractor of its responsibility to maintain insurance and bonds required under the Contract until entire Work is completed and accepted by City.

F. Prior to date of Final Acceptance of the Work by City, all necessary repairs or renewals in Work or part thereof so used, not due to ordinary wear and tear, but due to defective materials or workmanship or to operations of Contractor, shall be made at expense of Contractor, as required in Document 00700 (General Conditions).

G. Use by City of Work or part thereof as contemplated by this Document 00800 shall in no case be construed as constituting acceptance of Work or any part thereof. Such use shall neither relieve Contractor of any responsibilities under Contract, nor act as waiver by City of any of the conditions thereof.

H. City may specify in the Contract Documents that portions of the Work, including electrical systems or separate structures, shall be substantially completed on dates described in preceding paragraphs of this Document 00800, if any, prior to substantial completion of all of the Work. Notify City in writing when Contractor considers any such part of the Work ready for its intended use and substantially complete and request City to issue a Certificate of Substantial Completion for that part of the Work.

1.11 CONTRACTOR USE OF PREMISES

A. Confine operations at Site to areas permitted by Contract Documents, permits, ordinances, and laws.

B. Do not unreasonably encumber Project Site with materials or equipment.

C. Assume full responsibility for protection and safekeeping of products stored on premises.

D. Move any stored products that interfere with operations of City or other contractor.

E. Parking, storage, staging, trailer and work areas shall be coordinated and approved by the City and comply with all other Contract documents requirements. Contractor's use of the premises for trailer, storage and parking is limited to areas the City will allow.

1.12 LINES AND GRADES

A. All Work shall be done to existing lines, grades, and elevations.
B. The Contractor is to provide all surveying for the project. The City will not be providing any points for horizontal or vertical controls. All additional survey, layout, and measurement work shall be performed by Contractor as a part of the Work and paid for in various items of work.
C. Contractor shall provide at its cost an experienced instrument person, competent assistants, and such instruments, tools, stakes and other materials required to complete the survey, layout, and measurement work. In addition, Contractor shall furnish, at its cost, competent persons and such tools, stakes, and other materials as City (and/or any Engineer) may require in establishing or designating control points, or in checking survey, layout, and measurement work performed by Contractor.
D. Contractor shall keep City informed, a reasonable time in advance, of the times and places at which it wishes to do Work, so that any checking deemed necessary by City may be done with minimum inconvenience to City and minimum delay to Contractor.
E. Contractor shall remove and reconstruct Work that is improperly located.

1.13 PROTECTION OF EXISTING PROPERTY, STRUCTURES AND UTILITIES

A. The Drawings may indicate existing above-grade and below-grade structures, drainage lines, storm drains, sewers, water, gas, electrical, water, phone and data cable and other similar items and utilities that are known to City.
B. Contractor shall locate these known existing installations before proceeding with trenching or other operations which may cause damage, shall maintain them in service where appropriate, and shall repair any damage to them caused by the Work, at no increase in Contract Sum.
C. Additional utilities whose locations are unknown to City are suspected to exist. Contractor must be alert to their existence. If additional utilities are encountered, Contractor must immediately report to City for disposition.
D. In addition to reporting, if a utility is damaged, Contractor must take appropriate action as provided in Document 00700 (General Conditions).
E. Additional compensation or extension of time on account of utilities not indicated or otherwise brought to Contractor's attention including reasonable action taken to protect or repair damage shall be determined as provided in Document 00700 (General Conditions).
F. Contractor shall carry out construction activities in a manner that does not disrupt privacy, access to private property, or traffic, except as allowed by permit.

1.14 DAMAGE TO EXISTING PROPERTY

A. Contractor will be responsible for any damage to existing structures, Work, materials, or equipment because of its operations and shall repair or replace any damaged structures, Work, materials, or equipment to the satisfaction of, and at no additional cost to, City.
B. Contractor shall protect all existing structures and property from damage and shall provide bracing, shoring, or other work necessary for such protection.
C. Contractor shall be responsible for all damage to streets, roads, curbs, sidewalks, highways, shoulders, ditches, embankments, culverts, bridges, or other public or private property, which may be caused by transporting equipment, materials, or workers to or from the Work. Contractor shall make satisfactory and acceptable arrangements with the agency having jurisdiction over the damaged property concerning its repair or replacement.

1.15 DUST CONTROL

A. Contractor shall take reasonable measures to prevent unnecessary dust. The following items shall be specifically implemented to control dust:
   1. All construction locations with active excavation shall be watered at least twice daily or more often as necessary.
   2. Cover all trucks hauling soil, sand, and other loose materials; or require all trucks to maintain at least two feet of freeboard.

3. Pave, apply water daily, or apply non-toxic soil stabilizers on all un-paved access roads, parking areas, and staging areas at construction site.
4. Sweep daily or more often as necessary, with water sweepers all paved access roads, parking areas, and staging areas at construction sites during project.
5. Enclose, cover, water twice daily, or apply non-toxic soil binders to exposed stockpiles (dirt, sand, etc.)
6. Limit the speed of all construction vehicles to 5 miles per hour while on the Site.

B. Buildings, swimming pools, or operating facilities which may be affected adversely by dust shall be adequately protected from dust. Existing and new machinery, motors, instrument panels, or similar equipment shall be protected by suitable dust screens. Proper ventilation shall be included with dust screens.

1.16 PARKING

Contractor shall provide and maintain suitable parking areas within the construction area for the use of all construction workers and others performing work or furnishing services in connection with the Project, as required to avoid any need for parking personal vehicles where they may interfere with public traffic, City's operations, or any construction activities.

1.17 LAYDOWN/STAGING AREA

Contractor shall utilize the area approved by the City for storage of all construction materials. This area shall be fenced and locked by Contractor for security purposes. Contractor is not authorized to park equipment overnight or stockpile on the street. Contractor may park equipment and stockpile at locations to be approved by the Engineer.

1.18 PERMITS

Applicable permits: Permits, agreements, or written authorizations that are known by the City to apply to this project are listed below:

City of Cupertino encroachment permit – will be issued at no cost to Contractor

1.19 PUNCH LIST VERIFICATION

A punch list examination will be performed upon Substantial Completion of Work. One follow-up review of punch list items for each discipline will be provided. If multiple Site visits are required to review punch list items, due to incompleteness of the Work by Contractor, Contractor may be required to reimburse City for these visits.

1.20 ACTUAL DAMAGES FOR VIOLATIONS

A. In addition to damages which are impracticable or extremely difficult to determine, for which liquidated damages will be assessed as described in Document 00700 (General Conditions) and Document 00520 (Contract), City may incur actual damages resulting from loss of use of any permit described in this Document, or from use in violation of legal or regulatory requirements where the violations result from Contractor's activities. Violations or threatened violations may subject the City to fines and/or other costs or civil liabilities.
B. Contractor shall be liable for and shall pay City the amount of any actual losses in addition to liquidated damages or other remedies provided by the Contract Documents.
C. The amount of liquidated damages provided in Document 00520 (Contract) is not intended to include, nor does the amount include, any damages incurred by City for reasons other those listed in that paragraph. Any money due or to become due to Contractor may be retained by City to cover both the liquidated and the actual damages described above and, should such money not be sufficient to cover such damages, City shall have the right to recover the balance from Contractor or its sureties.

1.21 UNFAVORABLE CONSTRUCTION CONDITIONS

During unfavorable weather, wet ground, or other unsuitable construction conditions, Contractor shall confine its operations to Work, which will not be affected adversely by such conditions. No portion of the Work shall

be constructed under conditions, which would affect adversely the quality or efficiency thereof, unless special means or precautions are taken by Contractor to perform the Work in a proper and satisfactory manner.

1.22 CONSTRUCTION SITE ACCESS

Contractor shall, at all times, limit access to the Site to necessary personnel only. All personnel associated with construction of the Project shall enter the site through Contractor's access gate. Access for construction personnel shall be limited to the hours between 8:00 a.m. and 5:00 p.m. local time. Contractor is to secure the site from public access at all times. This may require the use of a security guard, signage, perimeter fencing and other measures. All payment for site security shall be included in Bid.

1.23 SITE ADMINISTRATION

Contractor shall be responsible for all areas of the Site used by it and by all Subcontractors in the performance of the Work. Contractor shall exert full control over the actions of all employees and other persons with respect to the use and preservation of property and existing facilities, except such controls as may be specifically reserved to City or others. Contractor shall have the right to exclude from the Site all persons who have no purpose related to the Work or its inspection, and may require all persons on the Site (except City's employees) to observe the same regulations Contractor requires of its employees.

1.24 WEATHER DELAY

Not applicable.

1.25 PROJECT RECORD DOCUMENTS

Contractor shall prepare Record Drawings and Specification in accordance with Document 00700, recording and tracking changes in a timely manner. Contractor shall make copies of the annotated Project Record Drawings and Specifications available to City and the Engineer of Record at intervals convenient to the Engineer of Record, who will be responsible for the preparation of the Final Record Drawings and Specifications.

1.26 CITY SUPPLIED MATERIALS

See Technical Specifications

1.26 MOBILIZATION

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

PART 2 PRODUCTS

2.1 PRODUCTS ORDERED IN ADVANCE (N/A)

2.2 PRODUCTS PROVIDED BY CONTRACTOR

See Technical Specifications

2.3 CITY-FURNISHED PRODUCTS

No materials are furnished by the City.

PART 3 EXECUTION –

3.1 COMMENCEMENT OF CONSTRUCTION ACTIVITIES TO BEGIN ON STREETS NEAR SCHOOLS

A. The contractor is directed to commence work on streets near school at the beginning of construction activities with the intent to complete all work and activities on streets near schools on or before June 11, 2015.

B. Utility main replacements will occur in the project area. Streets include, but are not limited to, Byrne Ave, Orange Ave, Festival Dr., November Dr., October Way, September Dr, Fiesta Ln, Cranberry Dr., Monrovia St, and McClellan Rd. Contractor shall coordinate schedule with other contractors as necessary to ensure work zones do not conflict or overlap.

END OF DOCUMENT

TECHNICAL SPECIFICATIONS

DOCUMENT 01010

SUMMARY OF WORK

PART 1 – GENERAL

1.01 DESCRIPTION

The work to be done is maintenance type work and consists, in general, of the removal and replacement of existing portland cement concrete curb & gutters, sidewalks, driveway approaches, accessible ramps, median curbs, asphalt replacement adjacent to portland cement concrete work, flat work, and tree root barriers, as required. The work may also include the removal and replacement of valley gutters, installation of new accessible curb ramps and median island flatwork as noted.

The majority of the work consists of removal and replacement of portland cement concrete curb & gutter and sidewalk where drainage problems exist or where displacements may become a public safety hazard. The improvements will be replaced over existing base material in most cases. When it is necessary to remove pavement adjacent to the lip of the gutter, replacement of asphalt concrete pavement will be completed by the Contractor.

The work has been divided into two categories based on the volume of the portland cement concrete placed in an area. A third category of work, independent of volume and location, is also detailed.

Contractor shall complete all work within school routes by June 11 , 2015 (see attachment A, attend a required pre-construction meeting, and shall conform to Sections 39, 73, 92 and 94 of the State of California, Department of Transportation, Standard Specifications latest edition.

1.02 MATERIALS

PORTLAND CEMENT CONCRETE:
Portland Cement Concrete shall be Class A concrete have one (1") inch maximum combined aggregate grading, conforming to Section 90-1.02C(4)(d) of the Standard Specifications. Concrete shall contain not less than six (6) sacks (564 pounds) of cementitious material per cubic yard

PORTLAND CEMENT:
All cement used shall be of one brand and shall conform to A.S.T.M. C150 Type II Supplementary Cementitious Materials shall conform to Section 90-1.02B(3). *Results of ce*rtified tests made by recognized testing laboratory shall be furnished by the cement manufacturer on request of the Engineer

AGGREGATES:

Aggregates for portland cement concrete shall conform to Section 90-2.02C of the State of California, Department of Transportation, Standard Specifications latest edition.

Combined aggregate grading shall conform to the one (1") inch maximum requirements of Section 90-1.02C(4)(d) of the State of California, Department of Transportation, Standard Specifications latest edition.

WATER:
Water for washing aggregates and for mixing portland cement concrete shall conform to Section 90-1.02Dof the State of California, Department of Transportation, Standard Specifications latest edition.

ADMIXTURES:
No admixtures, accelerators, or retarders shall be allowed without the express approval of the Engineer.

EXPANSION JOINTS:
Expansion joints shall consist of prepared strips of three-eighths (3/8") inch thick premolded joint filler conforming to the specifications of A.S.T.M. Designation: D-1751.

CURING:
All portland cement concrete surfaces shall be cured using a portland cement concrete curing compound No. 4 or 5 meeting the requirements of State of California, Department of Transportation, Standard Specifications Section 90- 90-1.03B(3)(b)of the latest edition of the State of California Standard Specifications.

HOT MIX ASPHALT (HMA) REPLACEMENT:
This work shall conform to Section 39, HOT MIX ASPHALT, Section 92, ASPHALTS, and Section 94, ASPHALTIC EMULSIONS of the State of California, Department of Transportation, Standard Specifications latest edition, with the exceptions noted in these Provisions. The HMA shall be ½" Type A with BG 64-10,

The work shall include sawcutting and/or grinding of asphalt, removal of asphalt and affected subgrade and replacement of asphalt as specified in these Provisions and as directed by the Engineer.

Prior to starting work, the Contractor shall submit Job Mix Formula on CEM 3511 and 3512 forms. A CEM 3513 is not required.

CERTIFICATES OF COMPLIANCE:
Contractor shall furnish to the Engineer a Certificate of Compliance signed by the manufacturer of the plant mix portland cement concrete and Hot Mix Asphalt. Certificate of Compliance shall state that the portland cement concrete and asphaltic cement concrete furnished complies in all respects with the requirements of the specifications. A Certificate of Compliance shall be furnished with each lot of material delivered to the work and the lot so certified shall be clearly identified in the Certificate.

1.03 TRAFFIC CONTROL AND PEDESTRIAN SAFETY

The Contractor shall provide traffic control in the form of placing warning signs, markers and devices in accordance with the California MUTCD (latest edition) and as required by the Engineer. When necessary to provide for public safety or convenience, either for vehicles, pedestrians or bicyclist, the Contractor shall provide flaggers as necessary.
During non-work hours, the Contractor shall post signs and warning devices to safely direct pedestrians and bicyclist around the work area.

Contractor shall not unnecessarily interfere with use of any roadway, walkway or other facility for vehicular or pedestrian traffic. Before beginning any interference and only with City's prior concurrence, Contractor may provide detour or temporary bridge for traffic to pass around or over the interference, which Contractor shall maintain in satisfactory condition as long as interference continues. Unless otherwise provided in the Contract Documents, Contractor shall bear the cost of these temporary facilities.

1.04 CONSTRUCTION METHODS

SUBGRADE PREPARATION: (Portland Cement Concrete & Asphaltic Concrete)
The existing material shall be excavated to the required depth per the City of Cupertino Standard Details or Caltrans Standard Plans (latest eddition), as is applicable. The finished subgrade immediately prior to placing subsequent material thereon shall have a relative compaction of ninety (90%) percent for a depth of 0.5 foot as determined by State of California Test Method No. 216. The subgrade shall be smooth and true to the required grade. Immediately prior to the placing of cushion for portland cement concrete, the subgrade shall be thoroughly saturated with water. Ponded water shall not be permitted.

CUSHION:
The base material underlying existing sidewalk, curb and gutter or other portland cement concrete improvements is considered acceptable for this work. The Contractor will be required to bring the material to the proper grade and to consolidate by watering. The project engineer will determine when the required moisture content has been obtained. If additional cushion material is required due to grade changes, base material uncontaminated by native soil from other locations or ¾" Class 2 aggregate base may be used.

FORMS:
Forms shall be smooth on the side placed next to the portland cement concrete, and shall have a true smooth upper edge and shall be sufficiently rigid to withstand the pressure and tamping of fresh portland cement concrete without distortion. Timber forms shall be free from warping of deformation.

All forms shall be thoroughly cleaned and coated with form oil to prevent the portland cement concrete from adhering to them.

The depth of forms for back of curbs shall be equal to the full depth of the curb. The depth of face forms for portland cement concrete curbs shall be equal to the full face height of the curb. The gap between the bottom of the form and the subgrade shall not exceed 1 inch. Forms shall be set carefully to alignment and grade and shall be held rigidly in place by stakes, spreaders, or clamps, and shall be braced so that no displacement will occur during

the working of the portland cement concrete. For other than short radius curves, timber forms shall be nominal two (2") inch stock.

All concrete placement shall be confined and no neat (earth confined) placement shall be allowed. When allowed by the engineer, concrete may be placed neatly against asphaltic concrete.

PLACEMENT:
All portland cement concrete shall be used while fresh and before it has taken an initial set. Retempering any partially hardened portland cement concrete with additional water shall not be permitted.

Where pavement or surfacing is to be placed around or adjacent to manholes, drop inlets, or catch basins, which will be located within traffic lanes, such structures shall not be constructed to final grade until after the pavement or surfacing has been placed around these locations.

Portland cement concrete shall be poured continuously between joints and brought to the required section as the work progresses.

JOINTS (CURB AND GUTTER):
Expansion joints shall be installed at each side of structures and at the ends of curb returns. Weakened plane joints shall be constructed at ten (10') foot maximum intervals. Weakened plane joints shall be cut to a minimum depth of one and one-fourth (1-1/4") inch with a tool that leaves corners rounded and insures a free movement of the portland cement concrete at the joint. The joint shall have a minimum width of one-eighth ($1/8^{th}$) inch and shall not exceed one-fourth (1/4") inch.

JOINTS (SIDEWALK):
Expansion joints shall be constructed at all returns and opposite expansion joints in adjacent curb. Where curb is not adjacent, expansion joints shall be constructed at intervals of sixty (60') foot maximum intervals and opposite weakened plane joints in adjacent curb. Joints shall be constructed at right angle to the line of curb and to the same depth and width as for curb and gutter.

Score lines shall be constructed at five (5') foot intervals at right angle to the line of curb. For sidewalk eight (8') feet or over in width, a score line parallel to the line of curb shall be constructed midway between back of curb and back of walk.

Score line shall be made with a scoring tool which will make a rounded line of uniform width and depth of one-fourth (1/4") inch. A score line parallel to the face of curb shall be constructed six (6") inches from the face of the curb.

TOLERANCE:
The top and face of the curb and gutter, the flowline of the curb and gutter, and the surface of the sidewalk shall not vary more than one-fourth (1/4") inch for the edge of an eight (8') foot straight edge when placed against the surface, except at grade changes or curves.

FINISH:
Fresh portland cement concrete shall be struck off and compacted until a layer of mortar has been brought to the surface. The surface shall be finished to grade and cross section with a float, troweled smooth, and finished with a broom. The finish and texture of the portland cement concrete shall be approved by the Engineer. Portland cement concrete adjacent to expansion joins shall be finished with an edger tool. Brooming shall be transverse to the line of traffic.

HMA PLACEMENT:
All asphalt replacement area finish surfaces must be smooth, uniform and match existing grades. Application of asphalt and asphaltic emulsion must be neat, with surrounding areas kept clean. Asphalt replacement thickness shall be 6 inches. The HMA shall be placed in two lifts with the top lift no less than 1-3/4 inches thick. The HMA shall be placed using the Method Specification for compaction as amended in writing by the Engineer prior to the work. Any broken edges of existing pavement shall be sawcut immediately prior to paving. Tack coat shall be placed on the vertical edges of both the existing HMA and concrete prior to the base course paving and again prior to the paving of the surface course.

1.05 TREE ROOTS & TREE DAMAGE

Contractor shall notify the Engineer of any roots discovered which are larger than two inches in diameter. No root larger than 2 inches in diameter shall be removed without expressed permission from the City Engineer and the Tree/Right of Way Supervisor (Jonathan Ferrante 408.777.3343). Where work occurs adjacent to or over tree roots, the roots shall be removed to a minimum depth of six inches (6") below the bottom or side of the new portland cement concrete. Root removal shall be achieved by mechanical root pruning, supersonic air tool root pruning, or approved equal. Cuts on tree roots and barks or skins or cuts on trees shall be treated with an acceptable sealer and growth inhibitor such as Tre-hold. Payment for this work shall be considered as included in the price for removal and replacement.

1.06 ROOT BARRIER

Linear root barriers shall be used when concrete hardscape is placed within six feet (6') of any tree in any direction. Eighteen inch root barriers shall be used when tree is located adjacenet to new curb and gutter. All root barriers shall be made of high density, high impact plastic, shall have a minimum thickness of 0.085" and shall be installed according to manufacturer's specifications. The length of the root barrier shall extend five times the diameter of the tree trunk each direction measured from the centerline of the tree's trunk or, entire length of repair, whichever is less..

1.07 REMOVAL OF PARK STRIP IMPROVEMENTS

At some curb ramp locations, it will be necessary to remove existing concrete improvements made by property owners in the public right of way. If such removals are necessary, the limit of removal shall be sawcut to full depth of the existing concrete. After removal and construction of the new concrete facilities, the remaining area shall be backfilled with topsoil approved by the Engineer.

1.08 EXISTING IMPROVEMENTS

Where irrigation systems, landscaping, fences, mailboxes, signs, and other improvements exist adjacent to the work, the Contractor shall use reasonable caution to ensure that no damage is caused. If damage to these improvements does occur, the Contractor shall replace in kind or with an acceptable substitute, at his expense.

When repairs to sidewalks and driveways adjacent to property line occur, there may be instances where on-site flat work (driveways and walkways) on private property will:

1. Interfere with the repair of existing public improvements.
2. Be incompatible with the new sidewalk, curb and gutter grades.
3. Be out of repair to the extent that the hardscape is hazardous to pedestrian traffic.
4. Present a restriction to the street tree's natural growing space.

In these situations, it may become necessary for the City's Contractor to remove and replace portions of the on-site flat work. The costs for the removal and replacement of private portland cement concrete improvements will be paid at contract unit prices. The costs for removal and replacement of private improvements other than portland cement concrete and/or asphalt will be negotiated on a case by case basis with the Engineer. On-site removal and replacement will be only as directed by the Engineer and no extension of quantities will be allowed without prior approval.

For decorative hardscape and landscape areas (parkstrip portland cement concrete, mow strips, etc.) the cost for the replacement of voluntary and private improvements within the public right-of-way shall remain the sole responsibility of the abutting property owner. In no instance shall the replaced hardscape be within three (3) feet of the base of any street tree, or in any way present a restriction to the natural growth of the street tree, or interfere with any public utility within the parkstrip. All such work shall require a permit from the City of Cupertino separate from this project.

1.09 CLEANUP AND BACKFILLING

The construction area shall be kept neat and safe. Forms shall be removed from the edge of portland cement concrete within two (2) days and be kept in neat piles, not scattered about, and nails in boards shall be turned under, bent over, or removed. Removed nails shall be cleaned up and removed from site.

After forms are removed, portland cement concrete edges shall be backfilled and raked smooth with clean and suitable topsoil. Said topsoil material shall also be used to backfill and bring to an acceptable grade area where portland cement concrete or other paving material is removed, but not replaced.

The Contractor shall clean all areas occupied by him in connection with the work, and the

entire area shall be left in a neat, clean and presentable condition, within seven days of completion. **All asphalt replacement shall be completed, brought to finish grade with asphaltic concrete within thirty (30) calendar days of removal.** Upon removal of forms, all edges of concrete are to be backfilled. When the edge is lip of gutter, backfill material will be compacted class II aggregate base or asphalt concrete. Any residue left from said cutting operations shall be cleaned and removed per the nonpoint source pollution control best management practices. All cleanup shall be performed as required by the Engineer.

1.010 WORK AREAS

The Engineer, whenever possible, will arrange the work so that all of the work required to be done in a section of the City will be scheduled continuously. The intent of the scheduling will be to prevent the Contractor from having to unnecessarily move from one part of the City to another without having completed the work first assigned.

Because there will be situations where it will be necessary to do work in locations separated from other work areas by a considerable distance, two (2) categories have been established in the Bid Schedule based on the volume of the pour. These categories are:

A - Over one (1) to six (6) cubic yards of portland cement concrete.
B - Over six (6) cubic yards of portland cement concrete.

For the purposes of determining which category applies, a distance of 1000 feet has been established. If a placement is to be made more than 1000 feet from a pour to be done at or near the same time, the volume of the remote pour would be calculated. Based on that calculation, Category A or B would apply. Category C work items are miscellaneous and independent of volume and location. The Engineer will determine which category applies.

The majority of work items will occur on various residential streets throughout the City with parking on either side of the street and a 25 miles per hour speed limit. All other work will occur on arterial / collector streets. These streets include, but are not limited to:

- Stevens Creek Blvd
- Stelling Rd between Stevens Creek Blvd and SR-85.

1.011PAYMENT:

Payment shall be per unit specified and shall be considered full compensation for furnishing all materials, equipment, labor, safety, traffic controls, cleanup and all work incidental thereto.

Bid items A.1 through 4, B.1 through 4, shall include: sawcutting, removal and replacement of existing concrete; doweling per City Standard Detail 1-23, removal of street pavement as necessary; replacement or repair of existing improvements; grading, filling and consolidating of base materials; tree and root pruning; and backfill and cleanup. Contractor is advised to closely review City of Cupertino Standard Details 1-16, 1-18 through 1-30.

Bid Item C.1 – Removal of Park Strip Improvements: This work includes breaking up, loading, hauling and disposing of portland cement concrete, asphalt, brick or other materials in areas such as park strips where new portland cement concrete is not to be installed. This work shall also include backfilling and smoothing out topsoil to a plane even with top-of-curb and top-of-sidewalk.

Bid Item C.2 – Remove Median Island Flatwork: This work includes breaking up, loading, hauling and disposing of portland cement concrete, asphalt, brick or other materials in median island areas located within median islands located on collector / arterial streets. This work shall also include backfilling and smoothing out topsoil to a plane even with top-of-curb.

Bid Item C.3 - Valley Gutter: This work shall include the removal of existing valley gutter, removal of street pavement if necessary, grading, filling and compaction of both sub-base and base material if necessary and construction of new valley gutter. Portland cement concrete shall be as specified above and shall include #4 rebar per City Standard Detail 1-18.

Bid Item C.4A – C.4G – Depressed Curb Ramps: This work shall include sawcut and removal of existing improvements, the construction of sub-grade, placement of cushion material and construction of new handicap ramp at various locations per Caltrans Standard Detail A88A (latest addition) and in conformance with ADA requirements. The Engineer shall determine the type of ramp to be installed at each location. Work shall include all improvements within grooved boarders as shown on detail A88A, assuming planter width ranging 4.5' to 5.0'. Payment shall be on per each basis. Depressed curb ramps shall be poured monolithically with adjacent curb and gutter, retaining curbs, etc. All improvements outside of grooved borders including sidewalk, curb and gutter, and retaining curbs behind walk (case type B, and C) shall be paid at unit cost. Retaining curbs adjacent to planting areas (Case Type E, F & G) shall be included in unit cost to construct ramp. Hardscape in planter strip adjacent to curb ramps shall be removed to limits specified by engineer prior to installation of ramp, and shall be paid per bid item C.1. The detectable warning surface shall be dark gray in residential neighborhoods, The detectable warning service shall be federal yellow on arterial streets, collector streets, and in commercial areas. as specified by the Engineer.

Bid Item C.5 – Upgrade Existing Curb Ramp: This work will modify existing ramps to comply Caltrans Standard Detail A88A (latest addition). Work shall include installation of detectable warning surfaces. Contractor shall verify existing ramps meet all ADA requirements, other than presence of detectable warning surface, prior to installation. The detectable warning surface shall extend the full width and depth of the ramp and shall be located 6" to 8" from the gutter flowline. The detectable warning surface shall be federal yellow or dark gray, as specified by the City Engineer, surface applied composite tactile by ADA solutions, Inc. or approved equal. When the detectable warning surface edge is cut and the resulting edge is not flush with the surface of the ramp, the edge shall be beveled or conformed with perimeter sealant at 1:2 max slope in accordance with the manufactures requirements. Color Matched structural adhesive shall be Urethane Elastomeric Adhesive by Bostik or approved equal. Structural adhesive shall be applied to full perimeter and through center of tile each way per manufactures requirements. Color matched, stainless steel 304,

flat head drive anchors (1/4" diameter x 1 ½" long) shall be placed twelve inch on center both directions. Manufacturer(s) shall provide a written 5-year warranty for prefabricated detectable warning surfaces, guaranteeing replacement when there is a defect in the dome shape, color fastness, sound-on-cane acoustic quality, resilience, or attachment. Warranty period shall begin upon acceptance of work.

Bid Item C.6 – Curb Ramp Retaining Curb (outside grooved border): Payment shall be made per linear foot of retaining curb installed. Payment shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals.

Bid Item C.7 - Root Barriers: Payment shall be made per linear foot of root barrier installation. Payment shall include excavating the required trench, and the furnishing of all labor, materials, tools, and equipment required to root prune, apply dressing, and install root barrier complete and in place.

Bid Item C.8 - Median Island Curb: Payment shall include removal of existing improvements; removal of street pavement if necessary; grading, filling and consolidating of base materials. This work shall also include backfilling and replacement of topsoils in landscape median islands; protection in place or replacement of existing irrigation facilities (reconfiguration or modification of irrigation facilities if needed will be done by others); contractor shall supply traffic control and advance warning devices for lane closures.

Payment shall be measured and paid per linear foot for median island curbs per City Standard Detail A1-8. Payment shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for returning serviceable existing segmented curbs to the City or disposing of non-serviceable existing curbs. Locations of median islands improvements shall be determined by the Engineer. Payment shall include full compensation for furnishing all labor, materials (including sand cushion), tools, equipment, and incidentals.

City will be responsible for relocation of any traffic control post/signs that may be located within median islands.

Bid Item C.9 - Reconstruction of Catch Basin Top: Payment shall be made for the removal and replacement of existing catch basin top per City Standard Detail 3-3; existing hood, frame and grate shall be salvaged and reused; replacement of existing rebar shall be included in the Bid Item.

Bid Item C.10 – Asphalt Replacement: Payment shall be measured and paid per the theoretical weight, measured in tons. The theoretical weight will be calculated based upon the individual asphalt replacement areas marked by the City, multiplied by the depth, multiplied by the weight of asphalt in lb/cubic feet (assume 148 lbs/cubic foot), all divided by 2000. Payment shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in constructing the asphalt repairs, complete in-place, sawcutting, removal of asphalt/baserock/earth spoils, including any and all additional work described in these project specifications and plans. Any and all removal and replacement done outside of the areas marked by the City or to depths greater than the required 6 inches.

Contractor is required to coordinate construction with Kane Wolfe, Maintenance Worker II (408) 777-3353 a minimum of 48 hours in advance.

Payment shall be made for only those items shown on the bid schedule. Any item of work that is not shown on bid schedule, but is required by these specifications shall be considered as incidental and full compensation for same shall be made as considered included in the payment for the bid items.

In general, contract prices and payments shall include, but not be limited to, full compensation for all necessary materials, labor, tools, equipment, traffic control, and incidentals to do all the work involved, complete and in place, as shown on the plans, as specified in the specifications and as directed by the Engineer.

LIST OF DETAILS

Detail No.	Title
1-16	STANDARD CURB SECTIONS
1-18	STANDARD VALLEY GUTTER
1-19	SIDEWALKS DETAILS
1-20	DRIVEWAY DETAIL – DETACHED SIDEWALK
1-21	DRIVEWAY DETAIL – MONOLITHIC SIDEWALK
1-23	DOWEL CONNECTIONS
3-2	STANDARD DROP INLET – CURB OPENING
A88A	CALTRANS REVISED STANDARD PLAN – CURB RAMP DETAILS

ATTCHMENT A - LIST OF PROEJCT STREETS NEAR SCHOOLS
2014 Sidewalk Accessibility Improvements
Project # 2014-15

STREET NAME	FROM	TO
AMULET PL	AMULET DR	END
BYRNE AVE	MCCLELLAN	BYRNE CT
BREWER AVE	MILFORD	DEXTER
CEDAR TREE CT	CEDAR TREE	END
CEDAR TREE LN	ORANGE TREE	BLANEY
CHISHOLM AVE	DEXTER	MILFORD
DRYDEN AVE	SHATTUCK	RUCKER
FARALLONE DR	JOHN	PACIFICA
LEAVESLEY PL	SHATTUCK	END
LINDA VISTA PL	LINDA VISTA	END
MANITA CT	RAINBOW	END
NATHANSON AVE	METEOR	END
ORANGE AVE	GRANADA	STEVENS CREEK
PASADENA AVE	GRANADA	STEVENS CREEK
RAINBOW DR	STELLING	BUBB
RAINBOW PL	RAINBOW	END
ROSARIO AVE	BUBB	MARIA ROSA
RUMFORD DR	ANSON	CASTINE
SHATTUCK DR	SANTA TERESA	DRYDEN
STAFFORD DR	SUNDERLAND	ELMSFORD
SUNDERLAND DR	YORKSHIRE	STAFFORD
TWILIGHT CT	BLANEY	END
WHITNEY WY	PACIFICA	CLAY