



Item No. 9(1)

REPORT TO THE CITY COUNCIL

DATE: JANUARY 28, 2020

TO: CITY COUNCIL

FROM: OCTAVIO HURTADO, CITY ENGINEER

RE: CONSIDERATION OF 2019 SIDEWALK IMPROVEMENT PROJECT, INCLUDING ADOPTING FINDING OF A CLASS 1 CATEGORICAL EXEMPTION PURSUANT TO SECTION 15300 OF THE CEQA GUIDELINES AND CATEGORICAL EXCLUSION PURSUANT TO 24 CFR SECTION 58.35 (a) (NEPA)

RECOMMENDATION:

It is recommended the City Council: 1) approve the 2019 King City Sidewalk Improvement Project; 2) find that the Project is a Class 1 categorical exemption pursuant to Section 15300 of the CEQA Guidelines; and 3) find that the Project is categorically exempted, pursuant to Section 24 CFR Section 58.35 (a) (NEPA).

BACKGROUND:

Sidewalk repairs are one of the City's most serious infrastructure needs. However, the extent of the repairs needed makes it difficult for the City to make meaningful progress given minimal funding available. As a result, the City has focused its efforts on pursuing grant funding.

At the July 12, 2016 meeting, the City Council approved a recommended sidewalk improvement plan, which has been updated twice since then. Community Development Block Grant (CDBG) applications have been submitted each of the last three years for funding to implement the plan, but the City was unsuccessful each time.

At the November 26, 2019 meeting, the City Council conducted a public hearing to receive public comment regarding possible CDBG activities and projects to be considered for funding this year and directed staff to prepare for Council consideration a CDBG application requesting up to \$3,500,000 for sidewalk improvements. That application will be presented to City Council for approval at the February 11th meeting.

**CITY COUNCIL
CONSIDERATION OF 2019 KING CITY SIDEWALK IMPROVEMENT
PROJECT, INCLUDING ADOPTING FINDING OF A CLASS 1 CATEGORICAL
EXEMPTION PURSUANT TO SECTION 15300 OF THE CEQA GUIDELINES
AND 24 CFR §58.35 (a) (NEPA)
JANUARY 28, 2020
PAGE 2 OF 3**

DISCUSSION:

The criteria for selection of the CDBG award recipients has been changed this year. Project readiness is now the overriding criteria for approval. As a result, staff has proceeded to complete preparation of both Improvement Plans and Specifications and the environmental review process. As a result, if the CDBG grant is approved, the City will be able to immediately proceed with advertising for bids and construction of the project. If funded, staff believes the project could have a dramatic impact on the City's sidewalk system and infrastructure, improve accessibility and beautification, reduce liability, and invest in improvements that will be very visible and impactful to the community at-large.

Plans and Specifications for the 2019 King Sidewalk Improvement Project are attached for Council consideration. They include both repairs, as well as improvements where there are missing segments. If grant funding is approved, staff hopes to begin work in summer 2020. If the grant is not received, the Plans will assist in applying for other grants and in implementing improvements on an incremental basis as funding becomes available.

COST ANALYSIS:

The grant application could potentially result in \$3.5 million in additional funding to the City for these projects. There is no matching fund requirement and the grant will pay project administration and construction management costs.

ENVIRONMENTAL REVIEW:

Staff has performed a preliminary environmental assessment of this project and has determined that it falls within the Categorical Exemption set forth in Section 15301, which exempts repair and maintenance of existing facilities. Furthermore, staff has determined that none of the exceptions to Categorical Exemptions set forth in the CEQA Guidelines, Section 15300.2 apply to this plan. The Project is also found to be a Categorically Excluded project that converts to Exempt, per 58.34(a)(12) because there are no circumstances which require compliance with any of the federal laws and authorities cited at §58.5. Funds (NEPA).

ALTERNATIVES:

The following alternatives are presented for Council consideration:

1. Approve staff's recommendations;
2. Direct staff to modify the 2019 King City Sidewalk Improvement Project;
3. Do not authorize sidewalk improvements; or
4. Provide other direction to staff.

**CITY COUNCIL
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JANUARY 28, 2020
PAGE 3 OF 3**

Exhibits:

1. 2019 King City Sidewalk Improvement Project Plans
2. 2019 King City Sidewalk Improvement Project Specs

Prepared by:



Octavio Hurtado, City Engineer

Approved by:



Steven Adams, City Manager

GENERAL WORK DESCRIPTION

THE PROJECT WILL MAKE IMPROVEMENTS TO PEDESTRIAN FACILITIES WITHIN THE GENESIS TRACT 113.02 IN THE CITY OF KING CITY. THE PROJECT WILL CORRECT EXISTING ADA DEFICIENCIES TO ALLOW FOR UNINTERRUPTED PATH OF TRAVEL ALONG SIDEWALKS IN KING CITY.

THE PROJECT GENERALLY CONSISTS OF SAW CUTTING, REMOVAL, AND OFFSITE DISPOSAL OF EXISTING CONCRETE. PREPARATION OF THE SUBGRADE FOR THE INSTALLATION OF PROPOSED SIDEWALKS, CURB RAMPS AND GUTTER AND GUTTER. INSTALLATION OF NEW SIDEWALKS, CURB RAMPS AND GUTTER TO MEET ADA REQUIREMENTS. ALL WORK SHALL BE WITHIN CITY RIGHT OF WAY.

2020 KING CITY SIDEWALK IMPROVEMENT PROJECT

PROJECT NO. 2020-01
IN THE
CITY OF KING
COUNTY OF MONTEREY



ENGINEER'S COST ESTIMATE
\$ 3,925,000

SHEET INDEX

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45	CALTRANS RAMP DETAIL
46	ADA RAMP TYPE "A" DETAIL SAWCUT LINE & CURB LINE DETAIL
47	MODIFIED DRIVEWAY DETAIL 6" TO 18" CURB/SIDEWALK DETAIL TREE ROOT BARRIER DETAIL

SCOPE OF WORK

GENERAL OVERHEAD RELATED CONSTRUCTION ITEMS

ITEM NO.	ITEM	QUANTITY	UNITS
1.	MOBILIZATION AND NOTIFICATIONS	1	LS
2.	TRAFFIC CONTROL	1	LS
3.	STORMWATER PROTECTION	1	LS

GENERAL CONSTRUCTION ITEMS

4.	REMOVE PCC SIDEWALK	70,000	SF
5.	REMOVE PCC DRIVEWAY	35,000	SF
6.	REMOVE PCC CURB AND GUTTER	1,500	SF
7.	DEMOLISH OF PCC CURB RAMP	20,700	SF
8.	INSTALL PCC SIDEWALK (GAP CLOSURE)	30,000	SF
9.	INSTALL PCC SIDEWALK (SIDEWALK REPLACEMENT)	70,000	SF
10.	INSTALL PCC DRIVEWAY	35,000	SF
11.	INSTALL PCC CURB AND GUTTER	1,500	SF
12.	INSTALL PCC CURB RAMP	20,700	SF
13.	INSTALL PCC 6" CURB BEHIND SIDEWALK	1,000	LF
14.	INSTALL PCC 12" CURB BEHIND SIDEWALK	800	LF
15.	INSTALL PCC 6" VEE GUTTER	3,000	SF
16.	AC PAVEMENT RESTORATION	10,490	SF
17.	REMOVE AND GRIND STUMP CITY TREE	50	EA
18.	INSTALL CITY STANDARD TREE COMPLETE AND IN-PLACE	50	EA

NOTES:

1. ALL IMPROVEMENTS SHALL BE FURNISHED AND INSTALLED ACCORDING TO CITY STANDARDS AND SPECIFICATIONS
2. PREVAILING WAGES RATES APPLY TO THIS PROJECT
3. ALL DEMOLITION AND/OR CONSTRUCTION WORK TO BE VERIFIED IN FIELD BY CITY ENGINEER/INSPECTOR.

DATE: _____ 20
 NAME: _____
 October Harbick
 R.C.E. # 67967
 expires 3/21/20

COVER SHEET
2020 KING CITY SIDEWALK
IMPROVEMENT PROJECT - PROJECT NO. 2020-01

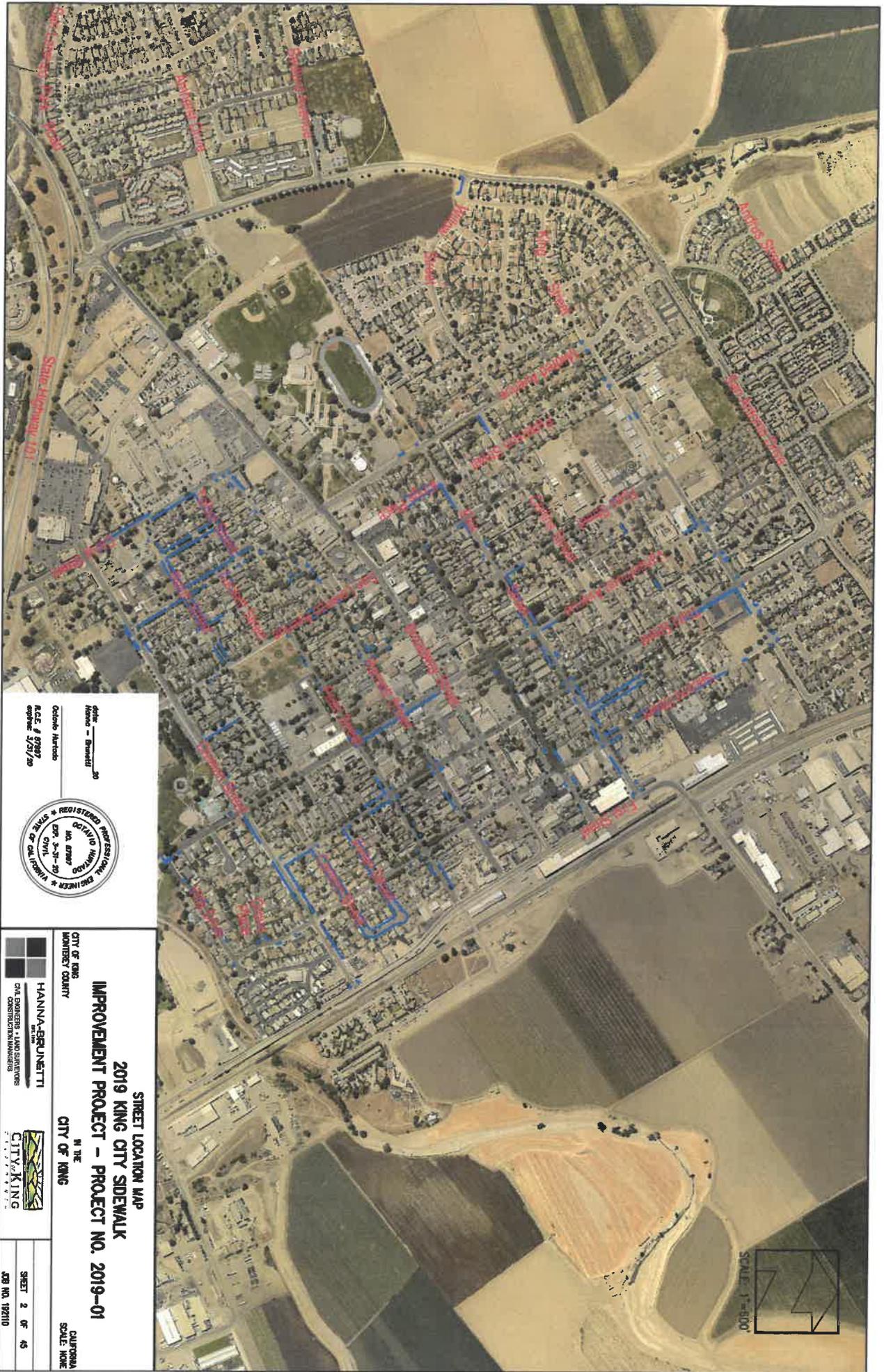
IN THE
 CITY OF KING

CITY OF KING
 MONTEREY COUNTY

HAUNNA-BRUNNETTI
 CIVIL ENGINEER - LICENSED PROFESSIONAL
 CONSTRUCTIONMANAGER

CITY OF KING
 CALIFORNIA
 SCALE: NONE

SHEET 1 OF 47
 JOB NO. 182110



Date: 10/20/19
 Name: [Redacted]
 Title: [Redacted]
 Project: 2019-01
 Date: 10/20/19

REGISTERED PROFESSIONAL ENGINEER & LAND SURVEYOR
 No. 57892
 Exp. 3-31-20
 CIVIL
 STATE OF CALIFORNIA

HANNA-BRUNETTI
 CIVIL ENGINEERS & LAND SURVEYORS
 1000 W. 10TH ST., SUITE 100
 KING CITY, CA 95031

CITY OF KING
 IN THE
 COUNTY OF SAN BENITO
 STATE OF CALIFORNIA

STREET LOCATION MAP
2019 KING CITY SIDEWALK
IMPROVEMENT PROJECT - PROJECT NO. 2019-01

SHEET 2 OF 45
 JOB NO. 19210

SCALE: NONE

UNDERGROUND NOTES (GENERAL)

1. CONTRACTOR SHALL EXPOSE AND VERIFY LOCATION AND ELEVATION OF EXISTING UTILITIES, INCLUDING STORM DRAINS, SANITARY SEWERS AND WATER LINES, BEFORE ORDERING MATERIALS AND/OR CONSTRUCTING NEW FACILITIES.
 2. ALL MANHOLES AND VALVE BOXES TO BE SET/ADJUSTED TO BE FLUSH WITH FINISHED GRADE, UNLESS OTHERWISE NOTED.
 3. ALL TRENCHES AND EXCAVATIONS SHALL BE CONSTRUCTED IN STRICT COMPLIANCE WITH THE APPLICABLE SECTIONS OF CALIFORNIA AND FEDERAL O.S.H.A. REQUIREMENTS AND OTHER APPLICABLE STATE AND FEDERAL REGULATIONS. SEE GENERAL NOTES, NOTE 8.
 4. PIPE MATERIALS AND INSTALLATION PROCEDURE SHALL BE IN ACCORDANCE WITH APPLICABLE SECTIONS OF THE STANDARD SPECIFICATIONS AND THE MANUFACTURER'S RECOMMENDATIONS.
 5. SHOULD ANY WATER SYSTEM MAINS OR SERVICES BE DAMAGED BY THE CONTRACTOR, THE WATER SYSTEM SHALL BE REPAIRED IN ACCORDANCE WITH THE WATER PURVEYOR (CALIFORNIA WATER SERVICE CO. 408-392-5488). THE WATER PURVEYOR SHALL BE PROMPTLY NOTIFIED AND REPAIRS SHALL BE MADE AS DESIGNATED BY THE WATER PURVEYOR AT THE CONTRACTOR'S EXPENSE.
 6. TRENCHES SHALL BE BACK FILLED WITH IMPORTED GRANULAR MATERIAL WITH THE SOIL COMPACTED IN 4" LIFTS IN THE INTERMEDIATE BACKFILL ZONE PER THE ROADWAY SPECIFICATIONS. THE BACKFILL SHALL BE PLACED IN 6" LIFTS IN THE EXISTING STREETS SHALL BE BACK FILLED WITH CLEAN, IMPORTED SAND MATERIAL (MINIMUM 5% PERCENT FINE SAND) IN INITIAL AND INTERMEDIATE BACKFILL ZONES. A SAMPLE ANALYSIS BY THE GEOTECHNICAL ENGINEER SHALL BE REQUIRED FOR ALL BACKFILL MATERIALS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY ENGINEER. BACKFILL WITHIN THE TRENCHES SHALL BE PLACED TO A MINIMUM RELATIVE COMPACTION OF 95% BASED UPON THE ASTM TEST DESIGNATIONS D1557, D1558 AND D2992.
 7. SETTING OF THE TRENCH BACKFILL MAY BE ALLOWED AT THE DISCRETION OF THE GEOTECHNICAL ENGINEER.
 8. ALL AIR AND WATER PRESSURE TESTING OF PIPE SHALL BE WITNESSED BY THE CITY INSPECTOR, CLOSED CIRCUIT SEMI-ABREGATE BASE.
- STORM DRAIN**
1. DRAINAGE PIPE SIZE SHALL BE AS SHOWN ON THE PLANS AND TYPE PER NOTE 4 BELOW, UNLESS CONTRACTOR HAS PREFERENCE TO A POSSIBLE ALTERNATIVE. IF CONTRACTOR HAS PREFERENCE, THE CONTRACTOR SHALL CONSULT WITH A MINIMUM OF TWO (2) WEEKS PRIOR TO DESIRED USE TO DETERMINE THE ADEQUACY OF SAME AND TO PROCEED WITH PROCESSING NECESSARY PLAN CHANGES AND CHANGE ORDERS.
 2. STORM DRAIN MANHOLES SHALL BE CONSTRUCTED TO THE CITY STANDARD SPECIFICATIONS AND STANDARD DETAILS - NOS. 22, 23, 24 & 25.
 3. DROP INLETS (TYPE E) AND CATCH BASINS (TYPE C & D) SHALL BE CONSTRUCTED TO THE CITY STANDARD SPECIFICATIONS AND STANDARD DETAILS - NO. 20, 19, AND 18 RESPECTIVELY, AND DETAIL & NOTES BELOW.
 4. STORM DRAIN PIPE SHALL BE AS FOLLOWS:
 - A. REINFORCED CONCRETE PIPE (RCP) SHALL BE CLASS IV AND SHALL MEET CALTRANS STANDARD SPECIFICATIONS, SECTION 65-1.08 REQUIREMENTS FOR RUBBER GASKETED JOINTS.
 - B. POLY VINYL CHLORIDE PIPE (PVC) SHALL BE:
 1. SOR 35 AND SHALL CONFORM TO SECTION 207-17 OF THE GREEN BOOK SPECIFICATIONS.
 2. ULTRA-HIGH STRENGTH STORM DRAIN PIPE MANUFACTURED BY UPONOR ETI CORP. FOR PIPE 12" THROUGH 18". MEETING AASHTO M30K, AND CALTRANS SPECIFICATIONS SECTION 64.
 - C. CAST IN PLACE CONCRETE PIPE, PER CALTRANS SPECIFICATIONS SECTION 63.
 - D. CORRUGATED STEEL PIPE SHALL BE USED ONLY WHERE SPECIFIED ON THE PLANS, OR AS DIRECTED BY THE ENGINEER.
 - E. HIGH DENSITY POLYETHYLENE PIPE (HDPE), PER CALTRANS SPECIFICATIONS SECTION 64.
 5. SHOULD ANY STORM DRAIN SYSTEM MAINS, LATERALS, OR STRUCTURES BE DAMAGED BY THE CONTRACTOR, THE STORM DRAIN SYSTEM SHALL BE REPAIRED IN ACCORDANCE WITH THE WATER PURVEYOR'S REQUIREMENTS AND SHALL BE PROMPTLY NOTIFIED AND REPAIRS SHALL BE MADE AS DESIGNATED BY THE CITY OF KING AT THE CONTRACTOR'S EXPENSE.

GRADING AND PAVING NOTES

1. ALL WORK SHALL BE IN CONFORMANCE WITH THE FOLLOWING:
 - A. STANDARD SPECIFICATIONS AND STANDARD DETAILS, LATEST EDITION OF THE CITY OF KING.
 - B. CONTRACTOR SHALL NOTIFY THE CITY 48 HOURS BEFORE STARTING GRADING WORK.
2. WORK SHALL CONSIST OF ALL EARTHWORK RELATED TO THE SITE. ALL CLEARING, GRUBBING, STRIPPING, ROUGH GRADING, PROCESSING, PLACEMENT AND COMPACTING OF FILL MATERIALS, EXCAVATION, IMPORT AND/OR EXPORT OF FILL MATERIALS, PLACEMENT AND COMPACTING OF FILL MATERIALS, PORTLAND CEMENT AND/OR PORTLAND CEMENT CONCRETE (PCC) PAVING, AND ALL SUBSEQUENT WORK ITEMS AS SHOWN ON THESE PLANS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY ENGINEER. BACKFILL WITHIN THE TRENCHES SHALL BE PLACED TO A MINIMUM RELATIVE COMPACTION OF 95% BASED UPON THE ASTM TEST DESIGNATIONS D1557, D1558 AND D2992.
3. SITE CONDITIONS: THE CONTRACTOR SHALL VISIT THE SITE, EXAMINE AND NOTE ALL CONDITIONS AS TO THE CHARACTER AND EXTENT OF WORK INVOLVED.
4. CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS OR CERTIFICATES AS REQUIRED BY THE CITY.
5. ALL EARTHWORK SHALL BE CONSTRUCTED PER THE GRADING REQUIREMENTS OF THE GEOTECHNICAL ENGINEER. ALL SOIL SHALL BE COMPACTED TO A MINIMUM OF 90% RELATIVE COMPACTION, AS REQUIRED BY THE ASTM TEST DESIGNATIONS D1557, D1558 AND D2992. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY ENGINEER. BACKFILL WITHIN THE TRENCHES SHALL BE PLACED TO A MINIMUM RELATIVE COMPACTION OF 95% BASED UPON THE ASTM TEST DESIGNATIONS D1557, D1558 AND D2992.
6. ALL TESTING METHODS IN STATE HIGHWAY 101 RIGHT OF WAY SHALL BE CALTRANS TEST METHODS.

PROJECT TOTAL

NOTES:

1. ALL IMPROVEMENTS SHALL BE FURNISHED AND INSTALLED ACCORDING TO CITY STANDARDS AND SPECIFICATIONS
2. PREVAILING WAGES RATES APPLY TO THIS PROJECT
3. ALL DEMOLITION AND/OR CONSTRUCTION WORK TO BE VERIFIED IN FIELD BY CITY ENGINEER/INSPECTOR.

Date: 08/20/20
 Name: Brunett
 District Number: 01
 R.C. # 0787
 Expire: 1/31/20



NOTES

2019 KING CITY SIDEWALK

IMPROVEMENT PROJECT -- PROJECT NO. 2019-01

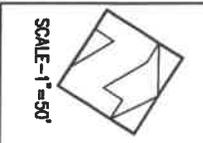
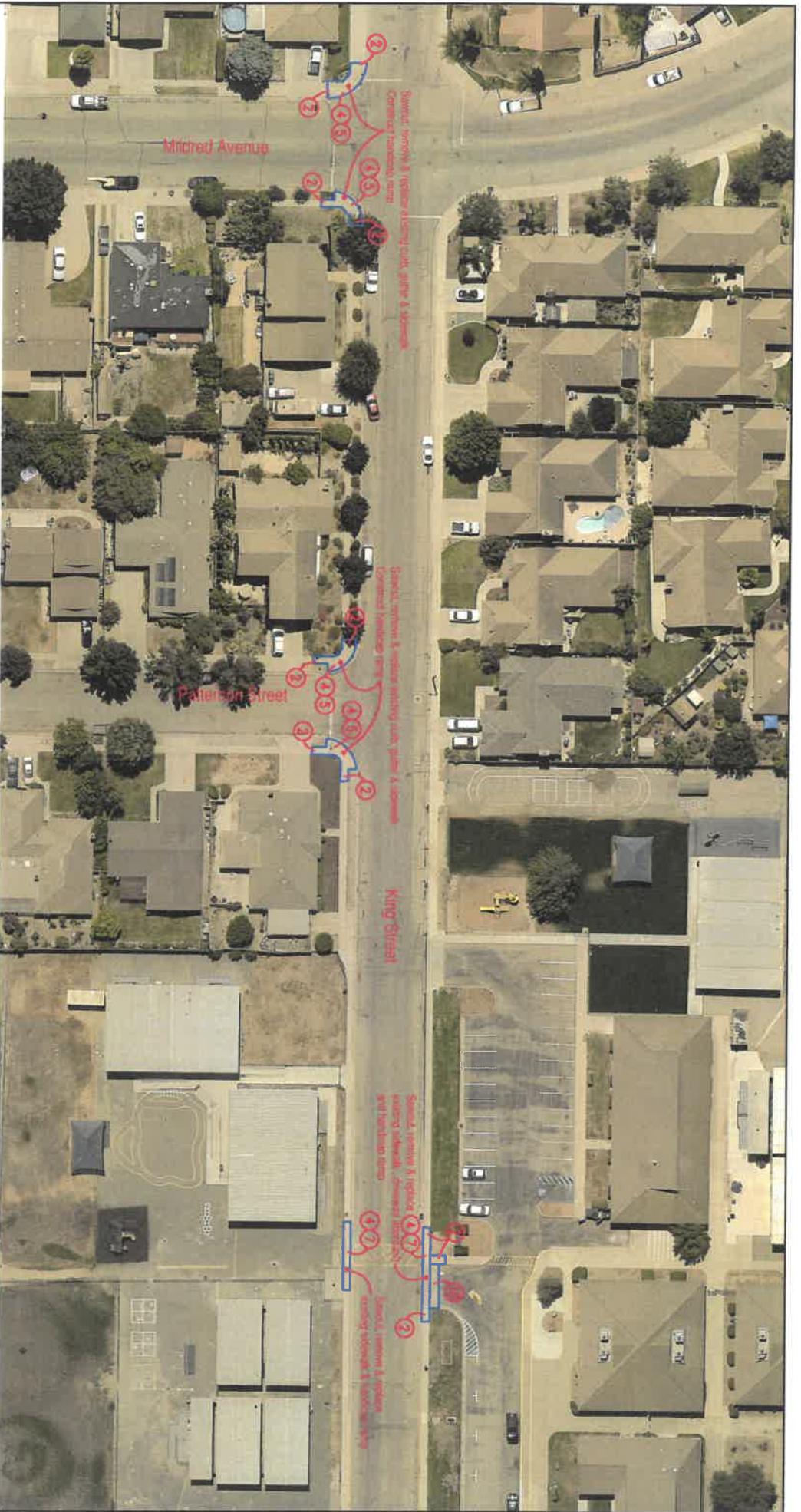
IN THE
CITY OF KING

HANNAN BRUNETTI
 CIVIL ENGINEER - LICENSED PROFESSIONAL ENGINEER

CITY OF KING

CALIFORNIA
 SCALE: NONE

SHEET 3 OF 49
 JOB NO. 192710



- LEGEND**
- ① REMOVE & REPLACE TYPE "C" CURB AND GUTTER FOR CITY STANDARD DETAIL 1
 - ② CONSTRUCT CITY STANDARD DETAIL 2 FOR CITY STANDARD DETAIL 2
 - ③ CONSTRUCT CITY STANDARD DETAIL 3 FOR CITY STANDARD DETAIL 3
 - ④ CONSTRUCT CITY STANDARD DETAIL 4 FOR CITY STANDARD DETAIL 4
 - ⑤ CONSTRUCT CITY STANDARD DETAIL 5 FOR CITY STANDARD DETAIL 5
 - ⑥ CONSTRUCT CITY STANDARD DETAIL 6 FOR CITY STANDARD DETAIL 6
 - ⑦ CONSTRUCT CITY STANDARD DETAIL 7 FOR CITY STANDARD DETAIL 7
 - ⑧ CONSTRUCT CITY STANDARD DETAIL 8 FOR CITY STANDARD DETAIL 8
 - ⑨ CONSTRUCT CITY STANDARD DETAIL 9 FOR CITY STANDARD DETAIL 9
 - ⑩ CONSTRUCT CITY STANDARD DETAIL 10 FOR CITY STANDARD DETAIL 10
 - ⑪ CONSTRUCT CITY STANDARD DETAIL 11 FOR CITY STANDARD DETAIL 11
 - ⑫ REMOVE, REPLACE & REPLACE EXISTING CURB, GUTTER & ADDRESS
 - ⑬ CONSTRUCT SIDEWALK SECTION
 - ⑭ REMOVE, REPLACE & REPLACE EXISTING CURB, GUTTER & ADDRESS
 - ⑮ CONSTRUCT SIDEWALK SECTION
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DATE: _____
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 TITLE: _____
 PROJECT NO.: _____
 SHEET NO.: _____

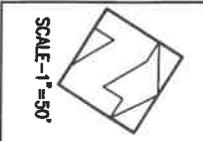
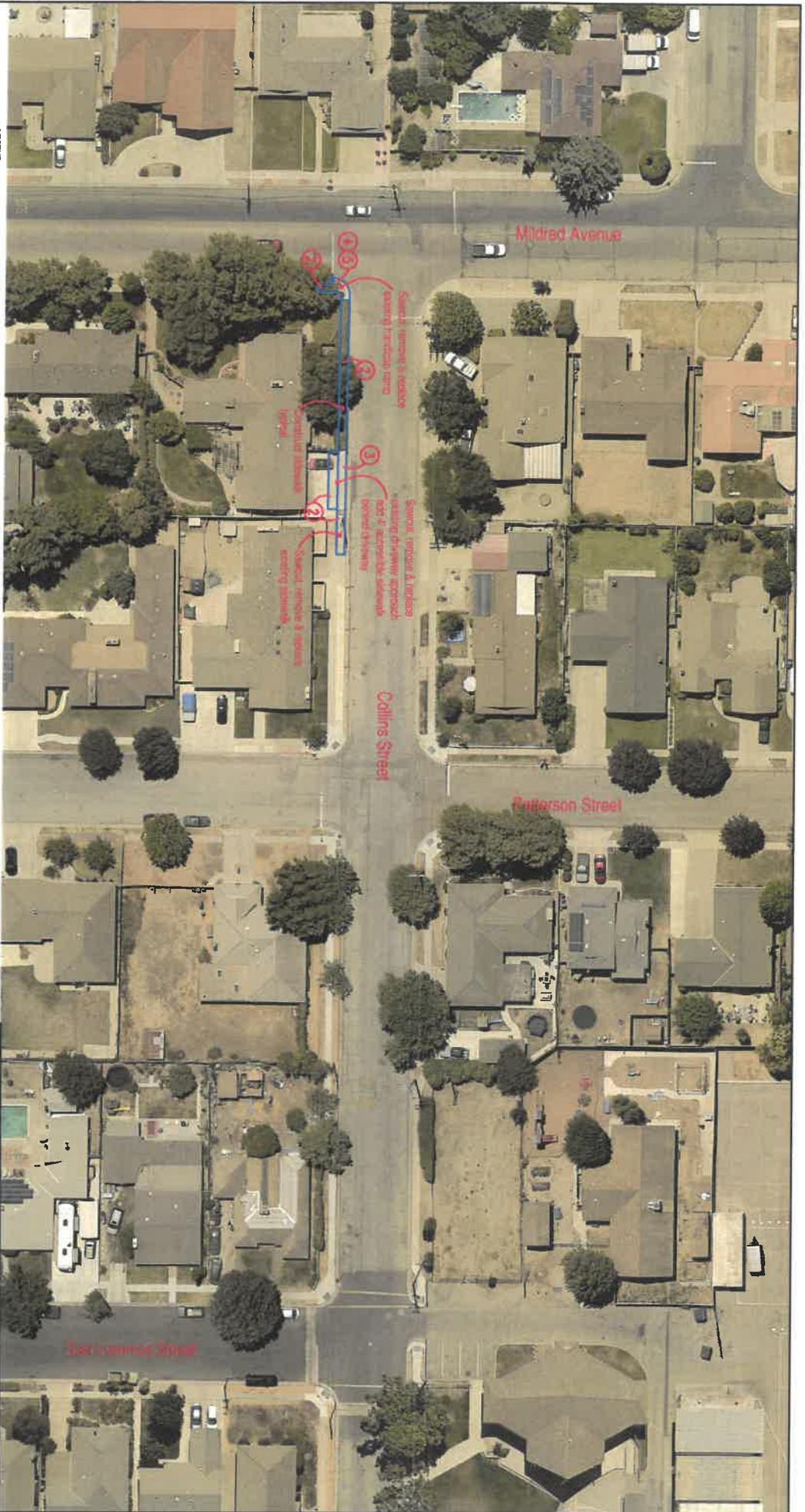
REGISTERED PROFESSIONAL ENGINEER & ARCHITECT
 OCTAVIO HERRERA
 NO. 87897
 CIVIL
 STATE OF CALIFORNIA

2019 KING CITY SIDEWALK IMPROVEMENT PROJECT - PROJECT NO. 2019-01
 IN THE CITY OF KING
 HANNA-BRUNETTI
 CIVIL ENGINEER & ARCHITECT
 1100 S. MAIN ST.
 SUITE 100
 KING, CA 94026

CITY OF KING
 CONSTRUCTION SERVICES
 1100 S. MAIN ST.
 SUITE 100
 KING, CA 94026

CITY OF KING
 1100 S. MAIN ST.
 SUITE 100
 KING, CA 94026

SHEET 5 OF 45
 JOB NO. 182710



SCALE - 1" = 50'

- LEGEND**
- ① REMOVE & REPLACE THE "C" CURB AND OTHER PER CITY STANDARD DETAIL 1
 - ② CONSTRUCT CITY STANDARD SIDEWALK PER CITY STANDARD DETAIL 2
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DATE: 08/20/20
 DRAWN BY: HANNA-BRUNETTI
 CHECKED BY: HANNA-BRUNETTI
 SCALE: 1" = 50'



COLLINS STREET
2019 KING CITY SIDEWALK
IMPROVEMENT PROJECT - PROJECT NO. 2019-01

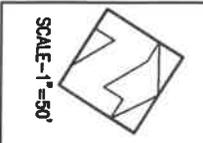
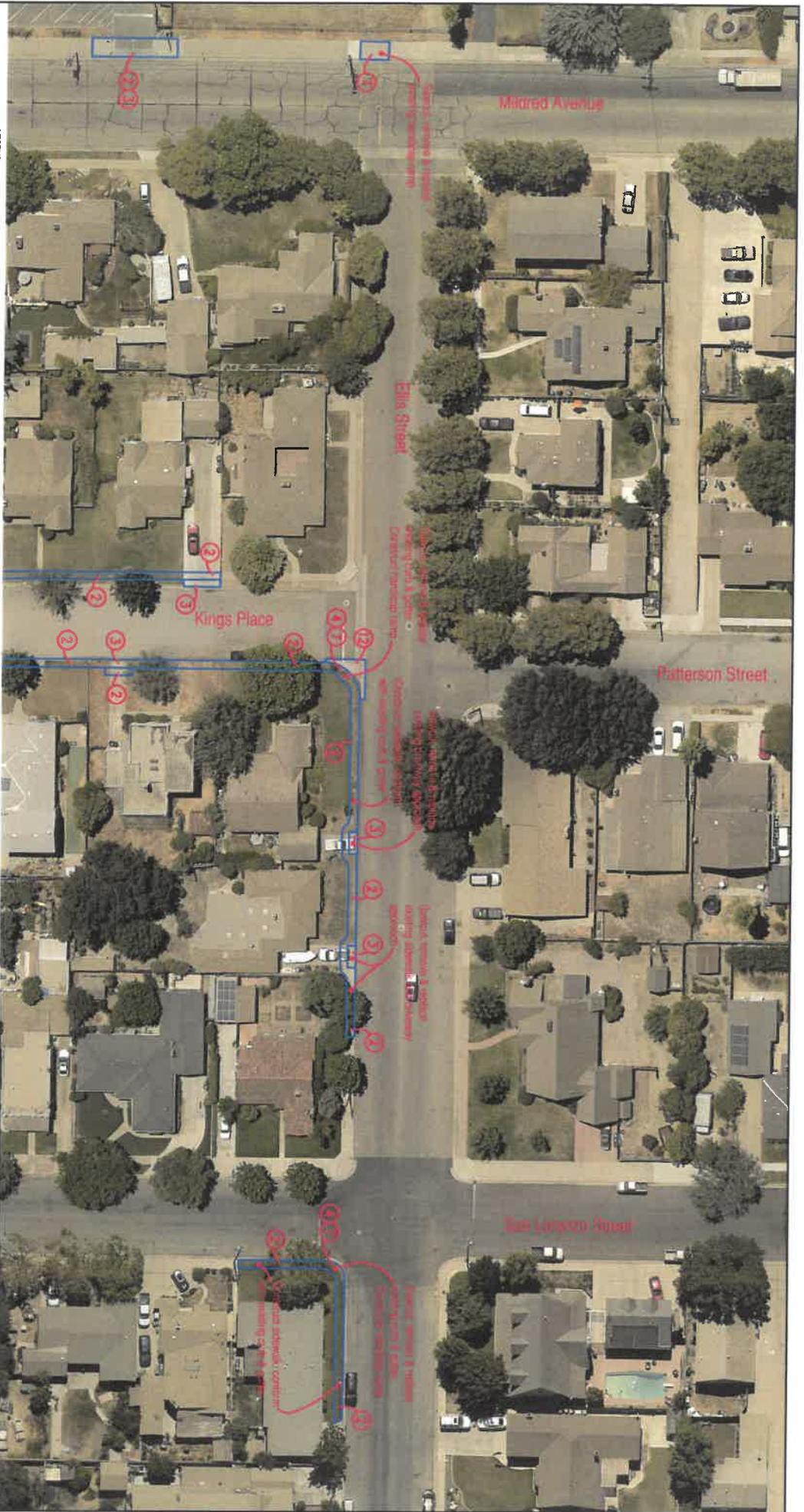
IN THE
CITY OF KING

HANNA-BRUNETTI
 CIVIL ENGINEER & LAND SURVEYOR
 CONSTRUCTION MANAGERS

CITY OF KING

SHEET 8 OF 45
 400 N.W. 102TH

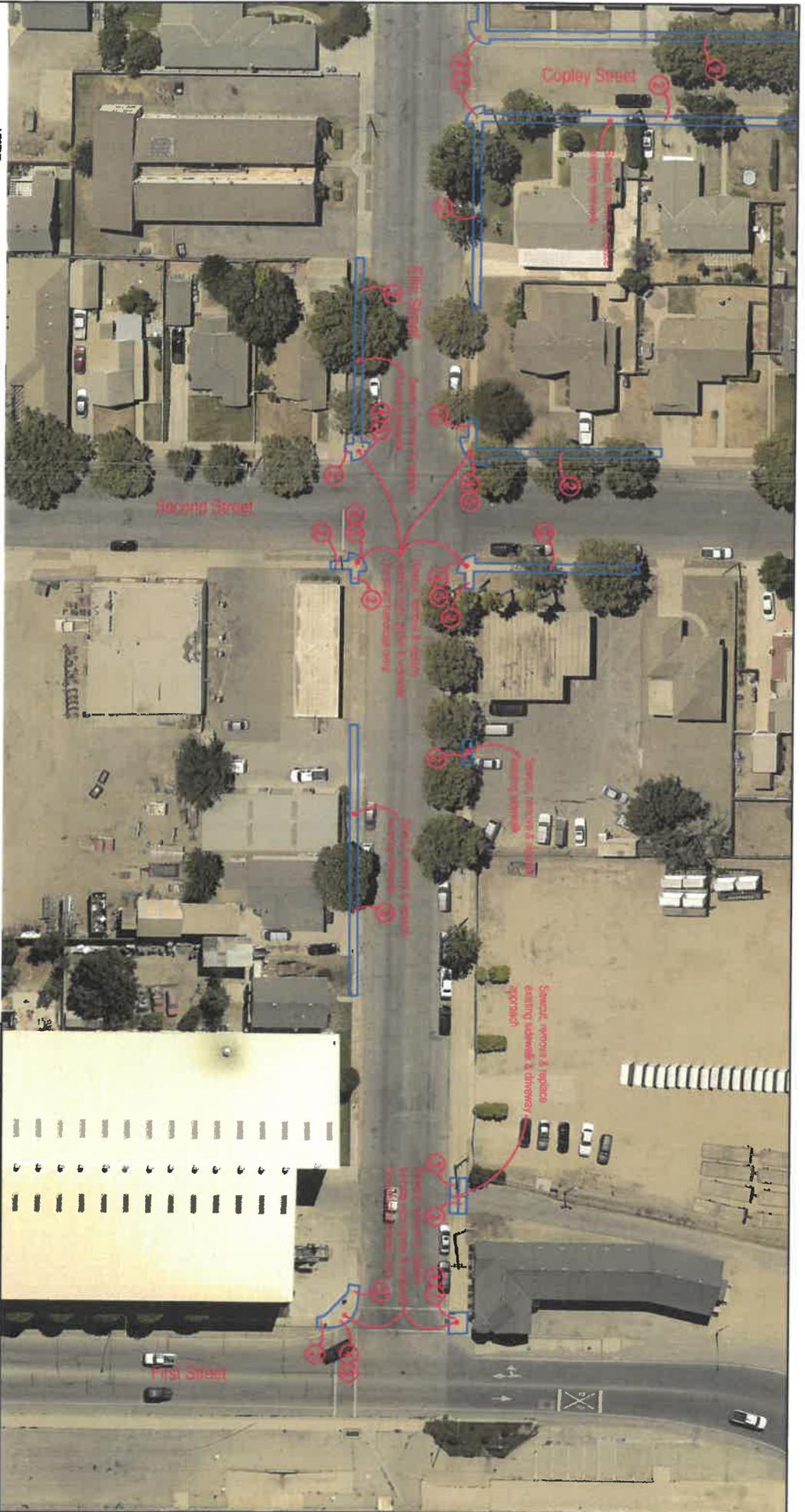
CALIFORNIA
 SCALE: 1" = 50'



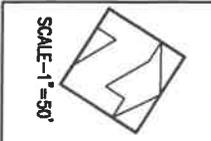
- LEGEND**
- 1) REMOVE & REPLACE TYPE "C" CURB AND GUTTER FOR CITY STANDARD DETAIL 1
 - 2) CONSTRUCT CITY STANDARD DETAIL FOR CITY STANDARD DETAIL 1
 - 3) CONSTRUCT CITY STANDARD DETAIL FOR CITY STANDARD DETAIL 1
 - 4) CONSTRUCT CITY STANDARD DETAIL FOR CITY STANDARD DETAIL 1
 - 5) CONSTRUCT CITY STANDARD DETAIL FOR CITY STANDARD DETAIL 1
 - 6) CONSTRUCT CITY STANDARD DETAIL FOR CITY STANDARD DETAIL 1
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 - 9) CONSTRUCT CITY STANDARD DETAIL FOR CITY STANDARD DETAIL 1
 - 10) CONSTRUCT CITY STANDARD DETAIL FOR CITY STANDARD DETAIL 1
 - 11) CONSTRUCT CITY STANDARD DETAIL FOR CITY STANDARD DETAIL 1
 - 12) REMOVE & REPLACE EXISTING 4'-0" GUTTER AND/OR CONCRETE DRIVE CURBS TO MATCH CITY STANDARD DETAIL 1
 - 13) REMOVE & REPLACE EXISTING 4'-0" GUTTER AND/OR CONCRETE DRIVE CURBS TO MATCH CITY STANDARD DETAIL 1
 - 14) REMOVE & REPLACE EXISTING 4'-0" GUTTER AND/OR CONCRETE DRIVE CURBS TO MATCH CITY STANDARD DETAIL 1
 - 15) REMOVE & REPLACE EXISTING 4'-0" GUTTER AND/OR CONCRETE DRIVE CURBS TO MATCH CITY STANDARD DETAIL 1

DATE: 10/20/20
 DRAWN BY: [Name]
 CHECKED BY: [Name]
 APPROVED BY: [Name]
 PROJECT NO. 2019-01
 SHEET NO. 9 OF 46

2019 KING CITY SIDEWALK IMPROVEMENT PROJECT - PROJECT NO. 2019-01
 IN THE CITY OF KING
 HANNA-BRUNETTI
 CIVIL ENGINEER - LAND SURVEYOR
 CONSTRUCTION MANAGER
 CITY OF KING
 CAUTIONARY SCALE 1"=50'
 SHEET 9 OF 46
 JOB NO. 182810



- LEGEND**
- 1 REMOVE & REPLACE TYPE "C" CURB AND GUTTER FOR CITY STANDARD DETAIL 1
 - 2 CONSTRUCT CITY STANDARD DETAIL FOR CITY STANDARD DETAIL 2
 - 3 REMOVE & REPLACE TYPE "C" CURB AND GUTTER FOR CITY STANDARD DETAIL 3
 - 4 REMOVE & REPLACE TYPE "C" CURB AND GUTTER FOR CITY STANDARD DETAIL 4
 - 5 CONSTRUCT CITY STANDARD DETAIL FOR CITY STANDARD DETAIL 5
 - 6 REMOVE & REPLACE TYPE "C" CURB AND GUTTER FOR CITY STANDARD DETAIL 6
 - 7 CONSTRUCT CITY STANDARD DETAIL FOR CITY STANDARD DETAIL 7
 - 8 CONSTRUCT CITY STANDARD DETAIL FOR CITY STANDARD DETAIL 8
 - 9 CONSTRUCT CITY STANDARD DETAIL FOR CITY STANDARD DETAIL 9
 - 10 CONSTRUCT CITY STANDARD DETAIL FOR CITY STANDARD DETAIL 10
 - 11 REMOVE & REPLACE TYPE "C" CURB AND GUTTER FOR CITY STANDARD DETAIL 11
 - 12 CONSTRUCT CITY STANDARD DETAIL FOR CITY STANDARD DETAIL 12
 - 13 REMOVE & REPLACE TYPE "C" CURB AND GUTTER FOR CITY STANDARD DETAIL 13
 - 14 CONSTRUCT CITY STANDARD DETAIL FOR CITY STANDARD DETAIL 14
 - 15 REMOVE & REPLACE TYPE "C" CURB AND GUTTER FOR CITY STANDARD DETAIL 15
 - 16 CONSTRUCT CITY STANDARD DETAIL FOR CITY STANDARD DETAIL 16
 - 17 REMOVE & REPLACE TYPE "C" CURB AND GUTTER FOR CITY STANDARD DETAIL 17
 - 18 CONSTRUCT CITY STANDARD DETAIL FOR CITY STANDARD DETAIL 18
 - 19 REMOVE & REPLACE TYPE "C" CURB AND GUTTER FOR CITY STANDARD DETAIL 19
 - 20 CONSTRUCT CITY STANDARD DETAIL FOR CITY STANDARD DETAIL 20
 - 21 REMOVE & REPLACE TYPE "C" CURB AND GUTTER FOR CITY STANDARD DETAIL 21
 - 22 CONSTRUCT CITY STANDARD DETAIL FOR CITY STANDARD DETAIL 22
 - 23 REMOVE & REPLACE TYPE "C" CURB AND GUTTER FOR CITY STANDARD DETAIL 23
 - 24 CONSTRUCT CITY STANDARD DETAIL FOR CITY STANDARD DETAIL 24
 - 25 REMOVE & REPLACE TYPE "C" CURB AND GUTTER FOR CITY STANDARD DETAIL 25
 - 26 CONSTRUCT CITY STANDARD DETAIL FOR CITY STANDARD DETAIL 26
 - 27 REMOVE & REPLACE TYPE "C" CURB AND GUTTER FOR CITY STANDARD DETAIL 27
 - 28 CONSTRUCT CITY STANDARD DETAIL FOR CITY STANDARD DETAIL 28
 - 29 REMOVE & REPLACE TYPE "C" CURB AND GUTTER FOR CITY STANDARD DETAIL 29
 - 30 CONSTRUCT CITY STANDARD DETAIL FOR CITY STANDARD DETAIL 30



date: _____
 Home - Street: _____
 20
 Octavo Hardware
 SCALE & ELEVATION
 APPROVED 3/21/20



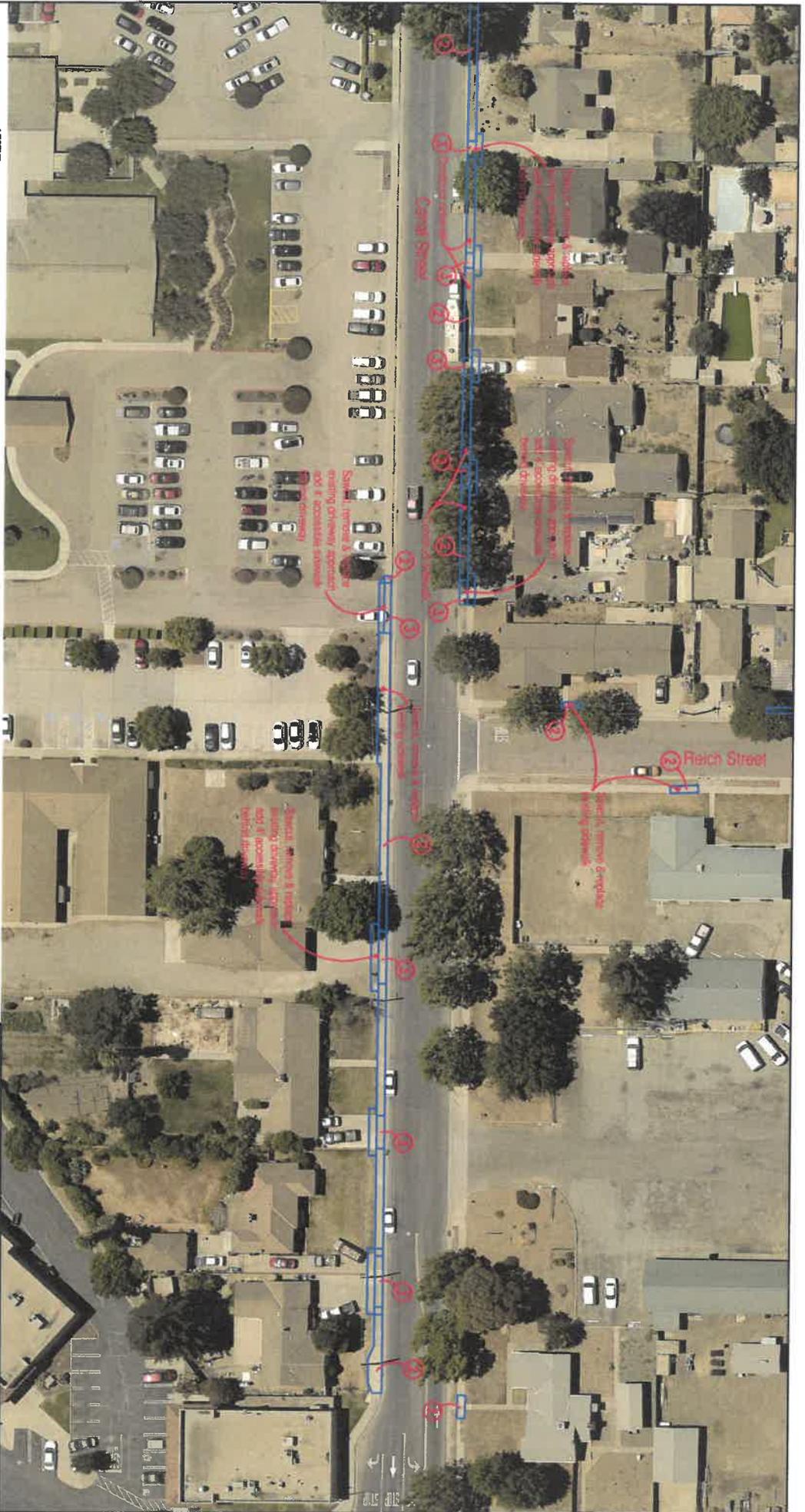
ELIS STREET
2019 KING CITY SIDEWALK
IMPROVEMENT PROJECT - PROJECT NO. 2019-01

IN THE
CITY OF KING

HANNIA-BRUNETTI
 CIVIL ENGINEER
 CIVIL ENGINEERS - LAND SURVEYORS
 CONSTRUCTION MANAGERS

CITY OF KING
 CITY ENGINEER

SHEET 12 OF 45
 JOB NO. 182810



- LEGEND**
- 1 REMOVE EXISTING SIDEWALK FOR CITY SIDEWALK SECTION 1
 - 2 CONSTRUCT CITY SIDEWALK SECTION 1 FOR CITY SIDEWALK SECTION 1
 - 3 CONSTRUCT EXISTING SIDEWALK FOR CITY SIDEWALK SECTION 1
 - 4 CONSTRUCT EXISTING SIDEWALK FOR CITY SIDEWALK SECTION 1
 - 5 CONSTRUCT EXISTING SIDEWALK FOR CITY SIDEWALK SECTION 1
 - 6 CONSTRUCT EXISTING SIDEWALK FOR CITY SIDEWALK SECTION 1
 - 7 CONSTRUCT EXISTING SIDEWALK FOR CITY SIDEWALK SECTION 1
 - 8 CONSTRUCT EXISTING SIDEWALK FOR CITY SIDEWALK SECTION 1
 - 9 CONSTRUCT EXISTING SIDEWALK FOR CITY SIDEWALK SECTION 1
 - 10 CONSTRUCT EXISTING SIDEWALK FOR CITY SIDEWALK SECTION 1
 - 11 CONSTRUCT EXISTING SIDEWALK FOR CITY SIDEWALK SECTION 1

DATE: _____
 DRAWN BY: _____
 CHECKED BY: _____
 APPROVED BY: _____
 OCTOBER 2019
 SCALE: 1"=50'

CANAL STREET
2019 KING CITY SIDEWALK
IMPROVEMENT PROJECT - PROJECT NO. 2019-01

IN THE
CITY OF KING

HANNAN-BRUNETTI
 CIVIL ENGINEERS & LAND SURVEYORS
 REGISTERED PROFESSIONAL ENGINEERS & SURVEYORS
 NO. 87887
 EXP. 3-31-20
 STATE OF CALIFORNIA

SHEET 13 OF 47
 428 N.W. 18210



SCALE - 1" = 50'

- LEGEND**
- ① REMOVE & REPLACE 12" x 18" CURB AND GUTTER PER CITY STANDARD DETAIL 1
 - ② CONSTRUCT CITY STANDARD SIDEWALK PER CITY STANDARD DETAIL 3
 - ③ CONSTRUCT 6" CONCRETE CURB OF 0.1' MINIMUM SLAB THICKNESS PER CITY STANDARD DETAIL 5
 - ④ EXISTING SIDEWALK PER CITY STANDARD DETAIL 3
 - ⑤ EXISTING SIDEWALK PER CITY STANDARD DETAIL 3
 - ⑥ EXISTING SIDEWALK PER CITY STANDARD DETAIL 3
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DATE: _____
 DRAWN BY: _____
 OCTOBER 2019
 SCALE: 1" = 50'
 SHEET NO. 10 OF 47



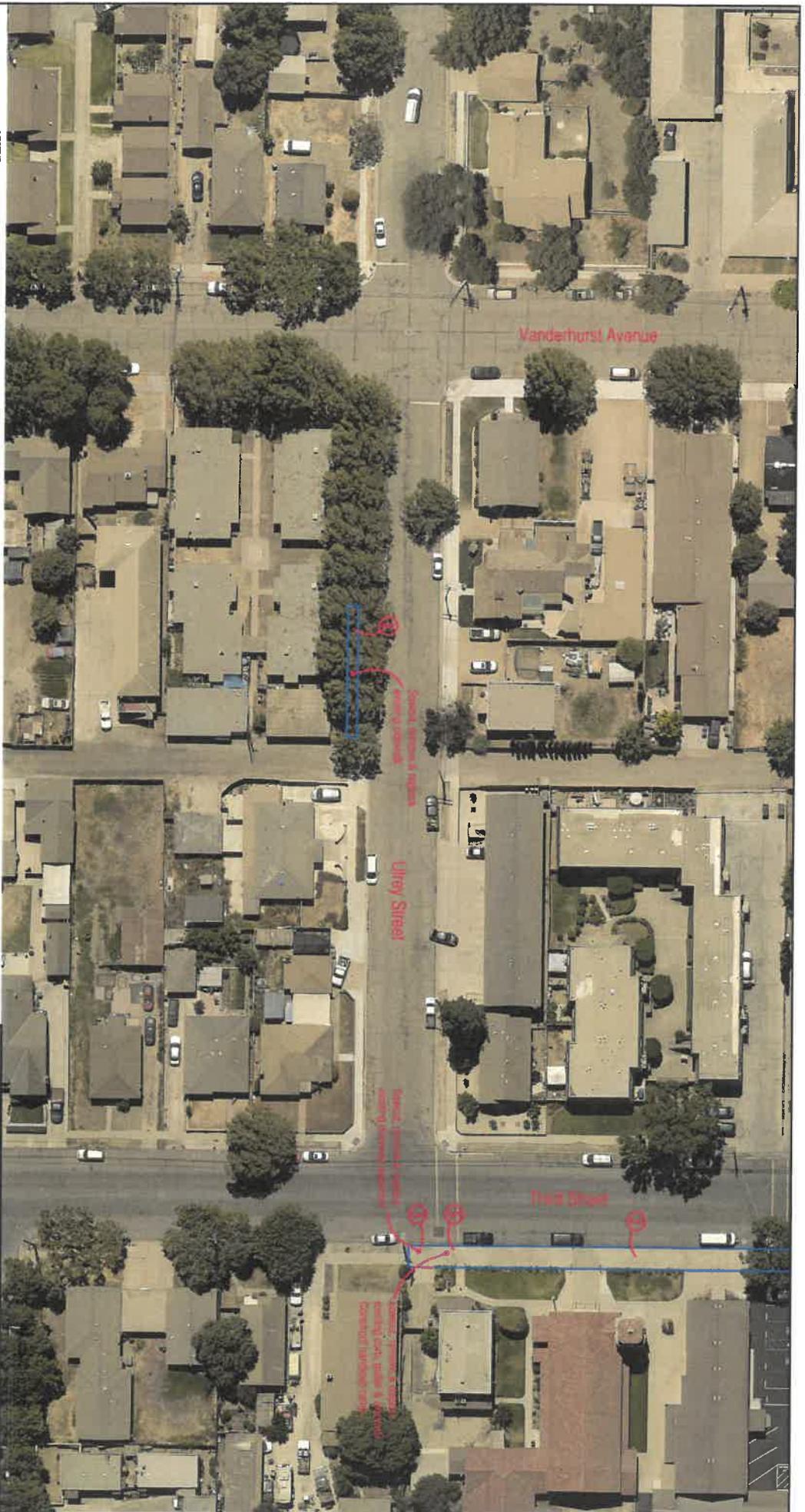
2019 KING CITY SIDEWALK IMPROVEMENT PROJECT - PROJECT NO. 2019-01

IN THE CITY OF KING

HANNA BRUNETTI
 CIVIL ENGINEER - LAND SURVEYOR
 CONSTRUCTION MANAGER

CITY OF KING

SHEET 10 OF 47
 JOB NO. 192110



- LEGEND**
- ① REMOVE & REPLACE THE "X" CURB AND OTHER PER CITY STANDARD DETAIL 1
 - ② CONSTRUCT CITY STANDARD SIDEWALK PER CITY STANDARD DETAIL 2
 - ③ CONSTRUCT CITY STANDARD SIDEWALK PER CITY STANDARD DETAIL 3
 - ④ CONSTRUCT CITY STANDARD SIDEWALK PER CITY STANDARD DETAIL 4
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UREY STREET
2019 KING CITY SIDEWALK
IMPROVEMENT PROJECT - PROJECT NO. 2019-01

IN THE
CITY OF KING

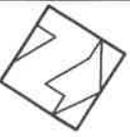
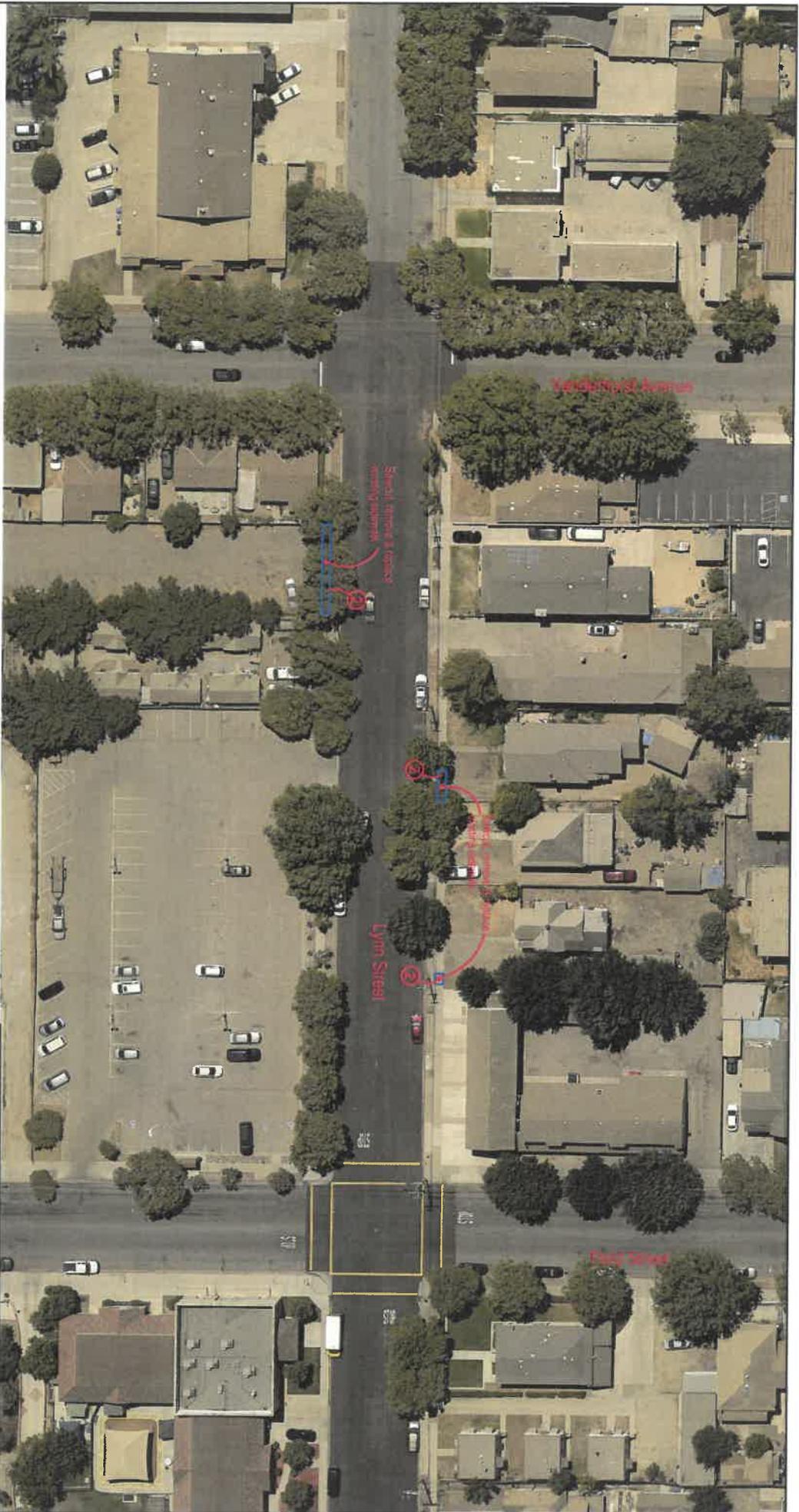
CITY OF KING
 SCALE 1"=50'

SHEET 17 OF 47
 JOB NO. 192710

DATE: _____ 20
 DRAWN BY: _____
 CHECKED BY: _____

OCTAVIO HERRERA
 P.E. & S.W.P.
 REGISTERED PROFESSIONAL ENGINEER
 NO. 87947
 STATE OF CALIFORNIA
 CIVIL
 EXPIRES 3-31-20

HANNA-BRUNETTI
 ENGINEERS & ARCHITECTS
 1400 SINGERS
 CONSTRUCTION MANAGERS



SCALE - 1" = 50'

- LEGEND**
- ① REMOVE & REPLACE 12" x 12" CURB AND GUTTER FOR CITY STANDARD DETAIL 1
 - ② CONSTRUCT CITY STANDARD SIDEWALK FOR CITY STANDARD DETAIL 3
 - ③ CONSTRUCT 8" EXPOSED CONC. F. CL. 1.5" MINIMUM SLAB THICKNESS FOR CITY STANDARD DETAIL 5
 - ④ EXISTING SIDEWALK 2' WIDE FROM LOT OR OTHER, CONFORM TO DETAIL 3
 - ⑤ CONSTRUCT CURBING CONC. "V" CURB HUMP FOR CITY STANDARD PLAIN SIDEWALK
 - ⑥ CONSTRUCT CURBING CONC. "V" CURB HUMP FOR CITY STANDARD PLAIN SIDEWALK
 - ⑦ CONSTRUCT CURBING CONC. "V" CURB HUMP FOR CITY STANDARD PLAIN SIDEWALK
 - ⑧ CONSTRUCT CURBING CONC. "V" CURB HUMP FOR CITY STANDARD PLAIN SIDEWALK
 - ⑨ CONSTRUCT CURBING CONC. "V" CURB HUMP FOR CITY STANDARD PLAIN SIDEWALK
 - ⑩ CONSTRUCT CURBING CONC. "V" CURB HUMP FOR CITY STANDARD PLAIN SIDEWALK
 - ⑪ CONSTRUCT CURBING CONC. "V" CURB HUMP FOR CITY STANDARD PLAIN SIDEWALK
 - ⑫ CONSTRUCT CURBING CONC. "V" CURB HUMP FOR CITY STANDARD PLAIN SIDEWALK
 - ⑬ REMOVE & REPLACE EXISTING SIDEWALK CONC. & GUTTER, FOR PAYMENT TO BIDDING
 - ⑭ REMOVE & REPLACE EXISTING SIDEWALK CONC. & GUTTER, FOR PAYMENT TO BIDDING
 - ⑮ REMOVE & REPLACE EXISTING SIDEWALK CONC. & GUTTER, FOR PAYMENT TO BIDDING
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 - ㊿ REMOVE & REPLACE EXISTING SIDEWALK CONC. & GUTTER, FOR PAYMENT TO BIDDING

DATE: 8/28/20
 APPROVAL: 8/28/20

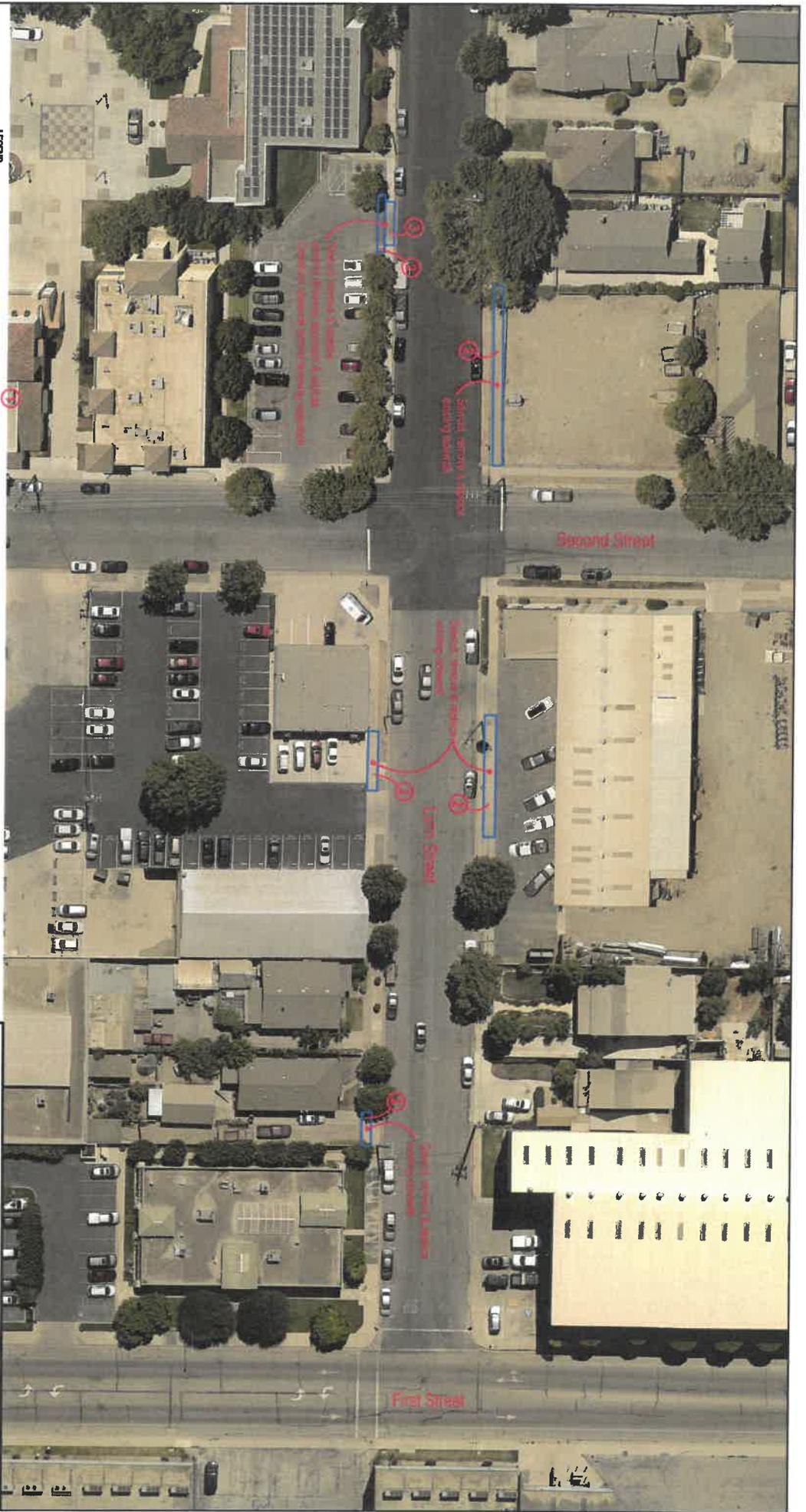
DATE: 8/28/20
 APPROVAL: 8/28/20

LYNN STREET
2019 KING CITY SIDEWALK
IMPROVEMENT PROJECT - PROJECT NO. 2019-01

CITY OF KING
 HANNA-BRUNETTI
 CIVIL ENGINEER - LAND SURVEYOR
 CONSTRUCTION MANAGER

CITY OF KING
 CALIFORNIA
 SCALE: 1"=50'

SHEET 19 OF 47
 JOB NO. 182110



- LEGEND**
- 1 REMOVE & REPLACE THE 1" CURB AND OTHER FOR CITY STANDARD DETAIL 1
 - 2 CONSTRUCT CITY STANDARD SIDEWALK FOR CITY STANDARD DETAIL 2
 - 3 CONSTRUCT CITY STANDARD SIDEWALK FOR CITY STANDARD DETAIL 3
 - 4 CONSTRUCT CITY STANDARD SIDEWALK FOR CITY STANDARD DETAIL 4
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 - 41 CONSTRUCT CITY STANDARD SIDEWALK FOR CITY STANDARD DETAIL 41
 - 42 CONSTRUCT CITY STANDARD SIDEWALK FOR CITY STANDARD DETAIL 42
 - 43 CONSTRUCT CITY STANDARD SIDEWALK FOR CITY STANDARD DETAIL 43
 - 44 CONSTRUCT CITY STANDARD SIDEWALK FOR CITY STANDARD DETAIL 44
 - 45 CONSTRUCT CITY STANDARD SIDEWALK FOR CITY STANDARD DETAIL 45
 - 46 CONSTRUCT CITY STANDARD SIDEWALK FOR CITY STANDARD DETAIL 46
 - 47 CONSTRUCT CITY STANDARD SIDEWALK FOR CITY STANDARD DETAIL 47
 - 48 CONSTRUCT CITY STANDARD SIDEWALK FOR CITY STANDARD DETAIL 48
 - 49 CONSTRUCT CITY STANDARD SIDEWALK FOR CITY STANDARD DETAIL 49
 - 50 CONSTRUCT CITY STANDARD SIDEWALK FOR CITY STANDARD DETAIL 50

DATE: _____
 DRAWN BY: _____
 CHECKED BY: _____
 APPROVED BY: _____

DATE: 5/29/20

REGISTERED PROFESSIONAL ENGINEER
 HANNA-BRUNNETTI
 NO. 87947
 EXP. 3-31-20
 CIVIL
 STATE OF CALIFORNIA

2019 KING CITY SIDEWALK IMPROVEMENT PROJECT - PROJECT NO. 2019-01

LINN STREET
 IN THE
 CITY OF KING

CITY OF KING
 HANNA-BRUNNETTI
 CIVIL ENGINEER - LAND SURVEYOR
 CONSTRUCTION MANAGER

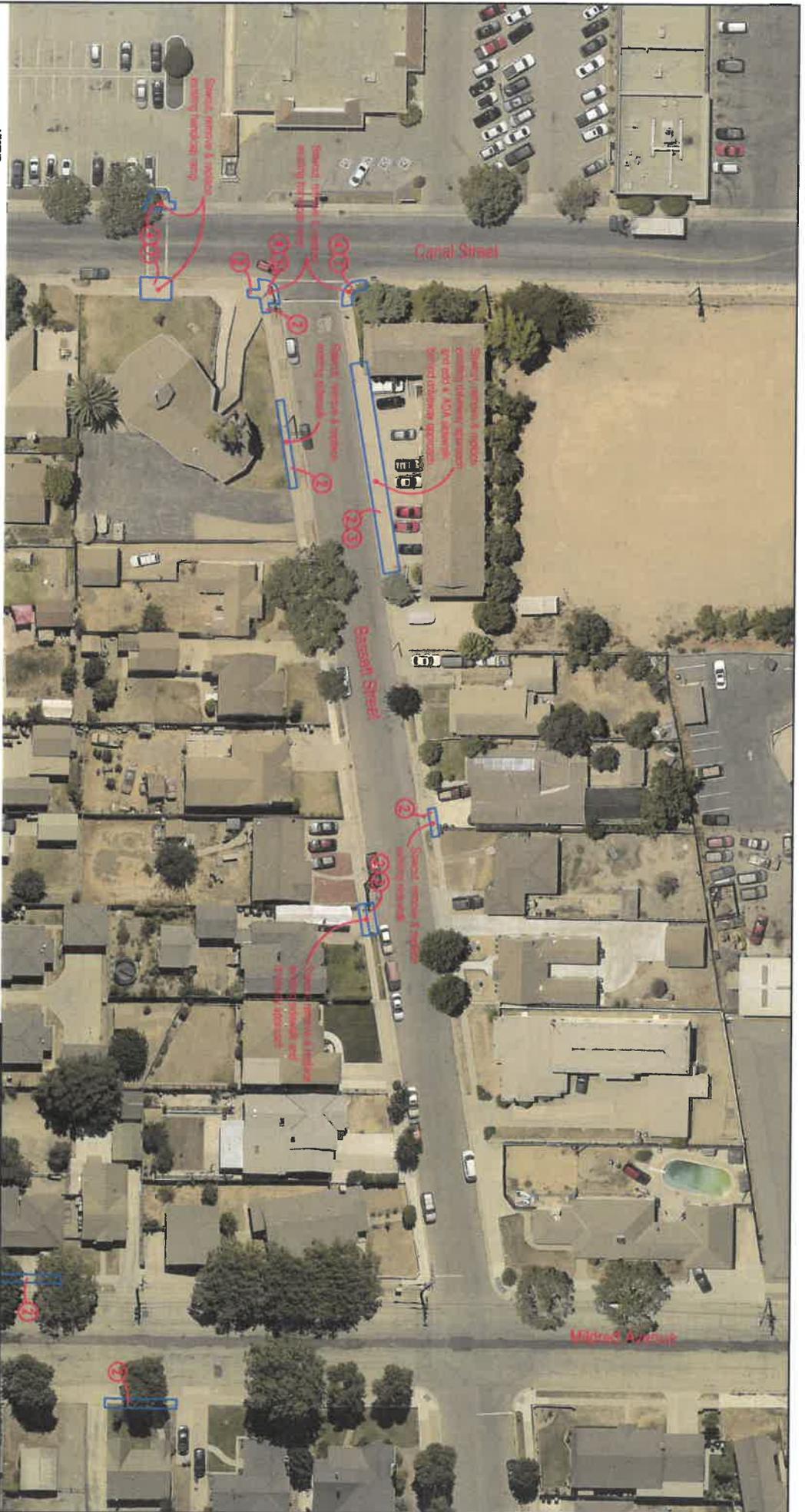
CITY OF KING

SHEET 20 OF 47
 JOB NO. 182110

CALIFORNIA
 SCALE: 1"=50'



SCALE - 1"=50'



LEGEND

- 1 REMOVE & REPLACE TYPE "C" CURB AND UTILITY FOR CITY STREETS DETAIL 1
- 2 CONSTRUCT CITY STREETS DETAIL FOR CITY STREETS DETAIL 1
- 3 CONSTRUCT CITY STREETS DETAIL FOR CITY STREETS DETAIL 1
- 4 CONSTRUCT CITY STREETS DETAIL FOR CITY STREETS DETAIL 1
- 5 CONSTRUCT CITY STREETS DETAIL FOR CITY STREETS DETAIL 1
- 6 CONSTRUCT CITY STREETS DETAIL FOR CITY STREETS DETAIL 1
- 7 CONSTRUCT CITY STREETS DETAIL FOR CITY STREETS DETAIL 1
- 8 CONSTRUCT CITY STREETS DETAIL FOR CITY STREETS DETAIL 1
- 9 CONSTRUCT CITY STREETS DETAIL FOR CITY STREETS DETAIL 1
- 10 CONSTRUCT CITY STREETS DETAIL FOR CITY STREETS DETAIL 1
- 11 CONSTRUCT CITY STREETS DETAIL FOR CITY STREETS DETAIL 1
- 12 CONSTRUCT CITY STREETS DETAIL FOR CITY STREETS DETAIL 1
- 13 CONSTRUCT CITY STREETS DETAIL FOR CITY STREETS DETAIL 1
- 14 CONSTRUCT CITY STREETS DETAIL FOR CITY STREETS DETAIL 1
- 15 CONSTRUCT CITY STREETS DETAIL FOR CITY STREETS DETAIL 1
- 16 CONSTRUCT CITY STREETS DETAIL FOR CITY STREETS DETAIL 1
- 17 CONSTRUCT CITY STREETS DETAIL FOR CITY STREETS DETAIL 1
- 18 CONSTRUCT CITY STREETS DETAIL FOR CITY STREETS DETAIL 1
- 19 CONSTRUCT CITY STREETS DETAIL FOR CITY STREETS DETAIL 1
- 20 CONSTRUCT CITY STREETS DETAIL FOR CITY STREETS DETAIL 1
- 21 CONSTRUCT CITY STREETS DETAIL FOR CITY STREETS DETAIL 1
- 22 CONSTRUCT CITY STREETS DETAIL FOR CITY STREETS DETAIL 1
- 23 CONSTRUCT CITY STREETS DETAIL FOR CITY STREETS DETAIL 1
- 24 CONSTRUCT CITY STREETS DETAIL FOR CITY STREETS DETAIL 1
- 25 CONSTRUCT CITY STREETS DETAIL FOR CITY STREETS DETAIL 1
- 26 CONSTRUCT CITY STREETS DETAIL FOR CITY STREETS DETAIL 1
- 27 CONSTRUCT CITY STREETS DETAIL FOR CITY STREETS DETAIL 1
- 28 CONSTRUCT CITY STREETS DETAIL FOR CITY STREETS DETAIL 1
- 29 CONSTRUCT CITY STREETS DETAIL FOR CITY STREETS DETAIL 1
- 30 CONSTRUCT CITY STREETS DETAIL FOR CITY STREETS DETAIL 1

SCALE - 1" = 50'

DATE: _____
PROJECT: _____
SCALE: _____

REGISTERED PROFESSIONAL ENGINEER & ARCHITECT
NO. 87877
EXPIRES 3-31-20
CIVIL

CITY OF KING
MONTEZ COUNTY

HANNA-BRUNETTI
CONSULTING ENGINEERS & ARCHITECTS

CITY OF KING

SHEET 21 OF 47
JOB NO. 18210



- LEGEND**
- ① REMOVE & REPLACE 12" DIA. AND UTILITY PER CITY STANDARD DETAIL 1
 - ② CONSTRUCT CITY STANDARD SIDEWALK PER CITY STANDARD DETAIL 2
 - ③ CONSTRUCT 8" CONCRETE CURB TO A PARALLEL SIDE CURB PER CITY STANDARD DETAIL 5
 - ④ EXISTING 8" DIA. AND UTILITY PER CITY STANDARD DETAIL 1
 - ⑤ EXISTING 8" DIA. AND UTILITY PER CITY STANDARD DETAIL 1
 - ⑥ CONSTRUCT 6" DIA. AND UTILITY PER CITY STANDARD DETAIL 1
 - ⑦ CONSTRUCT 6" DIA. AND UTILITY PER CITY STANDARD DETAIL 1
 - ⑧ CONSTRUCT 6" DIA. AND UTILITY PER CITY STANDARD DETAIL 1
 - ⑨ CONSTRUCT 6" DIA. AND UTILITY PER CITY STANDARD DETAIL 1
 - ⑩ CONSTRUCT 6" DIA. AND UTILITY PER CITY STANDARD DETAIL 1
 - ⑪ REMOVE & REPLACE EXISTING SIDEWALK, CURB & UTILITY PER INVENTORY TO BE REPLACED
 - ⑫ REMOVE & REPLACE EXISTING SIDEWALK, CURB & UTILITY PER INVENTORY TO BE REPLACED
 - ⑬ REMOVE & REPLACE EXISTING SIDEWALK, CURB & UTILITY PER INVENTORY TO BE REPLACED
 - ⑭ REMOVE & REPLACE EXISTING SIDEWALK, CURB & UTILITY PER INVENTORY TO BE REPLACED
 - ⑮ REMOVE & REPLACE EXISTING SIDEWALK, CURB & UTILITY PER INVENTORY TO BE REPLACED
 - ⑯ REMOVE & REPLACE EXISTING SIDEWALK, CURB & UTILITY PER INVENTORY TO BE REPLACED
 - ⑰ REMOVE & REPLACE EXISTING SIDEWALK, CURB & UTILITY PER INVENTORY TO BE REPLACED
 - ⑱ REMOVE & REPLACE EXISTING SIDEWALK, CURB & UTILITY PER INVENTORY TO BE REPLACED
 - ⑲ REMOVE & REPLACE EXISTING SIDEWALK, CURB & UTILITY PER INVENTORY TO BE REPLACED
 - ⑳ REMOVE & REPLACE EXISTING SIDEWALK, CURB & UTILITY PER INVENTORY TO BE REPLACED
 - ㉑ REMOVE & REPLACE EXISTING SIDEWALK, CURB & UTILITY PER INVENTORY TO BE REPLACED
 - ㉒ REMOVE & REPLACE EXISTING SIDEWALK, CURB & UTILITY PER INVENTORY TO BE REPLACED
 - ㉓ REMOVE & REPLACE EXISTING SIDEWALK, CURB & UTILITY PER INVENTORY TO BE REPLACED
 - ㉔ REMOVE & REPLACE EXISTING SIDEWALK, CURB & UTILITY PER INVENTORY TO BE REPLACED
 - ㉕ REMOVE & REPLACE EXISTING SIDEWALK, CURB & UTILITY PER INVENTORY TO BE REPLACED
 - ㉖ REMOVE & REPLACE EXISTING SIDEWALK, CURB & UTILITY PER INVENTORY TO BE REPLACED
 - ㉗ REMOVE & REPLACE EXISTING SIDEWALK, CURB & UTILITY PER INVENTORY TO BE REPLACED
 - ㉘ REMOVE & REPLACE EXISTING SIDEWALK, CURB & UTILITY PER INVENTORY TO BE REPLACED
 - ㉙ REMOVE & REPLACE EXISTING SIDEWALK, CURB & UTILITY PER INVENTORY TO BE REPLACED
 - ㉚ REMOVE & REPLACE EXISTING SIDEWALK, CURB & UTILITY PER INVENTORY TO BE REPLACED
 - ㉛ REMOVE & REPLACE EXISTING SIDEWALK, CURB & UTILITY PER INVENTORY TO BE REPLACED
 - ㉜ REMOVE & REPLACE EXISTING SIDEWALK, CURB & UTILITY PER INVENTORY TO BE REPLACED
 - ㉝ REMOVE & REPLACE EXISTING SIDEWALK, CURB & UTILITY PER INVENTORY TO BE REPLACED
 - ㉞ REMOVE & REPLACE EXISTING SIDEWALK, CURB & UTILITY PER INVENTORY TO BE REPLACED
 - ㉟ REMOVE & REPLACE EXISTING SIDEWALK, CURB & UTILITY PER INVENTORY TO BE REPLACED
 - ㊱ REMOVE & REPLACE EXISTING SIDEWALK, CURB & UTILITY PER INVENTORY TO BE REPLACED
 - ㊲ REMOVE & REPLACE EXISTING SIDEWALK, CURB & UTILITY PER INVENTORY TO BE REPLACED
 - ㊳ REMOVE & REPLACE EXISTING SIDEWALK, CURB & UTILITY PER INVENTORY TO BE REPLACED
 - ㊴ REMOVE & REPLACE EXISTING SIDEWALK, CURB & UTILITY PER INVENTORY TO BE REPLACED
 - ㊵ REMOVE & REPLACE EXISTING SIDEWALK, CURB & UTILITY PER INVENTORY TO BE REPLACED
 - ㊶ REMOVE & REPLACE EXISTING SIDEWALK, CURB & UTILITY PER INVENTORY TO BE REPLACED
 - ㊷ REMOVE & REPLACE EXISTING SIDEWALK, CURB & UTILITY PER INVENTORY TO BE REPLACED
 - ㊸ REMOVE & REPLACE EXISTING SIDEWALK, CURB & UTILITY PER INVENTORY TO BE REPLACED
 - ㊹ REMOVE & REPLACE EXISTING SIDEWALK, CURB & UTILITY PER INVENTORY TO BE REPLACED
 - ㊺ REMOVE & REPLACE EXISTING SIDEWALK, CURB & UTILITY PER INVENTORY TO BE REPLACED

DATE: _____
 HOME: _____
 OCTOBER 15, 2019
 HANNA-BERNUNETTI
 CIVIL ENGINEER
 REGISTERED PROFESSIONAL ENGINEER
 STATE OF CALIFORNIA
 NO. 52377
 EXP. 3-31-20

BASSETT STREET
2019 KING CITY SIDEWALK
IMPROVEMENT PROJECT - PROJECT NO. 2019-01

CITY OF KING
 IN THE
 COUNTY OF KING

HANNA-BERNUNETTI
 CIVIL ENGINEER - LAND SURVEYOR
 CONSTRUCTION MANAGERS

CITY OF KING

SHEET 22 OF 47
 JOB NO. 182110

CALIFORNIA
 SCALE: 1"=50'



SCALE - 1" = 50'



- LEGEND**
- 1 REMOVE & SERVICE THE "V" CURB AND UTILITY FOR CITY STORMWATER DETAIL 1
 - 2 CONSTRUCT CITY STORMWATER DETAIL FOR CITY STORMWATER DETAIL 2
 - 3 CONSTRUCT CITY STORMWATER DETAIL FOR CITY STORMWATER DETAIL 3
 - 4 CONSTRUCT CITY STORMWATER DETAIL FOR CITY STORMWATER DETAIL 4
 - 5 CONSTRUCT CITY STORMWATER DETAIL FOR CITY STORMWATER DETAIL 5
 - 6 CONSTRUCT CITY STORMWATER DETAIL FOR CITY STORMWATER DETAIL 6
 - 7 CONSTRUCT CITY STORMWATER DETAIL FOR CITY STORMWATER DETAIL 7
 - 8 CONSTRUCT CITY STORMWATER DETAIL FOR CITY STORMWATER DETAIL 8
 - 9 CONSTRUCT CITY STORMWATER DETAIL FOR CITY STORMWATER DETAIL 9
 - 10 CONSTRUCT CITY STORMWATER DETAIL FOR CITY STORMWATER DETAIL 10
 - 11 CONSTRUCT CITY STORMWATER DETAIL FOR CITY STORMWATER DETAIL 11

- 12 SERVICE, REMOVE & REPLACE EXISTING 4-FOOTING AND/OR CONCRETE CURB, CONFORM TO EXISTING DETAIL, FOR CITY STORMWATER DETAIL 1
- 13 SERVICE, REMOVE & REPLACE EXISTING 4-FOOTING AND/OR CONCRETE CURB, CONFORM TO EXISTING DETAIL, FOR CITY STORMWATER DETAIL 2
- 14 SERVICE, REMOVE & REPLACE EXISTING 4-FOOTING AND/OR CONCRETE CURB, CONFORM TO EXISTING DETAIL, FOR CITY STORMWATER DETAIL 3
- 15 SERVICE, REMOVE & REPLACE EXISTING 4-FOOTING AND/OR CONCRETE CURB, CONFORM TO EXISTING DETAIL, FOR CITY STORMWATER DETAIL 4
- 16 SERVICE, REMOVE & REPLACE EXISTING 4-FOOTING AND/OR CONCRETE CURB, CONFORM TO EXISTING DETAIL, FOR CITY STORMWATER DETAIL 5
- 17 SERVICE, REMOVE & REPLACE EXISTING 4-FOOTING AND/OR CONCRETE CURB, CONFORM TO EXISTING DETAIL, FOR CITY STORMWATER DETAIL 6
- 18 SERVICE, REMOVE & REPLACE EXISTING 4-FOOTING AND/OR CONCRETE CURB, CONFORM TO EXISTING DETAIL, FOR CITY STORMWATER DETAIL 7
- 19 SERVICE, REMOVE & REPLACE EXISTING 4-FOOTING AND/OR CONCRETE CURB, CONFORM TO EXISTING DETAIL, FOR CITY STORMWATER DETAIL 8
- 20 SERVICE, REMOVE & REPLACE EXISTING 4-FOOTING AND/OR CONCRETE CURB, CONFORM TO EXISTING DETAIL, FOR CITY STORMWATER DETAIL 9
- 21 SERVICE, REMOVE & REPLACE EXISTING 4-FOOTING AND/OR CONCRETE CURB, CONFORM TO EXISTING DETAIL, FOR CITY STORMWATER DETAIL 10
- 22 SERVICE, REMOVE & REPLACE EXISTING 4-FOOTING AND/OR CONCRETE CURB, CONFORM TO EXISTING DETAIL, FOR CITY STORMWATER DETAIL 11

DATE: 8/28/20
 DRAWN: J/S/20



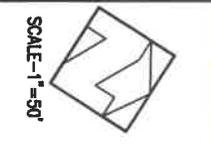
BASSETT STREET
2019 KING CITY SIDEWALK
IMPROVEMENT PROJECT - PROJECT NO. 2019-01

IN THE
CITY OF KING

HANNA-BERUNETTI
 CIVIL ENGINEERS & ARCHITECTS

CITY OF KING

SHEET 23 OF 47
 JOB NO. 182110





- LEGEND**
- 1) REMOVE & REPLACE THE 12" CWG AND OTHER PER CITY STANDARD DETAIL 1
 - 2) CONSTRUCT CITY STANDARD SIDEWALK PER CITY STANDARD DETAIL 1
 - 3) CONSTRUCT CITY STANDARD SIDEWALK PER CITY STANDARD DETAIL 1
 - 4) CONSTRUCT CITY STANDARD SIDEWALK PER CITY STANDARD DETAIL 1
 - 5) CONSTRUCT CITY STANDARD SIDEWALK PER CITY STANDARD DETAIL 1
 - 6) CONSTRUCT CITY STANDARD SIDEWALK PER CITY STANDARD DETAIL 1
 - 7) CONSTRUCT CITY STANDARD SIDEWALK PER CITY STANDARD DETAIL 1
 - 8) CONSTRUCT CITY STANDARD SIDEWALK PER CITY STANDARD DETAIL 1
 - 9) CONSTRUCT CITY STANDARD SIDEWALK PER CITY STANDARD DETAIL 1
 - 10) CONSTRUCT CITY STANDARD SIDEWALK PER CITY STANDARD DETAIL 1
 - 11) CONSTRUCT CITY STANDARD SIDEWALK PER CITY STANDARD DETAIL 1
 - 12) CONSTRUCT CITY STANDARD SIDEWALK PER CITY STANDARD DETAIL 1
 - 13) CONSTRUCT CITY STANDARD SIDEWALK PER CITY STANDARD DETAIL 1
 - 14) CONSTRUCT CITY STANDARD SIDEWALK PER CITY STANDARD DETAIL 1
 - 15) CONSTRUCT CITY STANDARD SIDEWALK PER CITY STANDARD DETAIL 1
 - 16) CONSTRUCT CITY STANDARD SIDEWALK PER CITY STANDARD DETAIL 1
 - 17) CONSTRUCT CITY STANDARD SIDEWALK PER CITY STANDARD DETAIL 1
 - 18) CONSTRUCT CITY STANDARD SIDEWALK PER CITY STANDARD DETAIL 1
 - 19) CONSTRUCT CITY STANDARD SIDEWALK PER CITY STANDARD DETAIL 1
 - 20) CONSTRUCT CITY STANDARD SIDEWALK PER CITY STANDARD DETAIL 1
 - 21) CONSTRUCT CITY STANDARD SIDEWALK PER CITY STANDARD DETAIL 1
 - 22) CONSTRUCT CITY STANDARD SIDEWALK PER CITY STANDARD DETAIL 1
 - 23) CONSTRUCT CITY STANDARD SIDEWALK PER CITY STANDARD DETAIL 1
 - 24) CONSTRUCT CITY STANDARD SIDEWALK PER CITY STANDARD DETAIL 1
 - 25) CONSTRUCT CITY STANDARD SIDEWALK PER CITY STANDARD DETAIL 1
 - 26) CONSTRUCT CITY STANDARD SIDEWALK PER CITY STANDARD DETAIL 1
 - 27) CONSTRUCT CITY STANDARD SIDEWALK PER CITY STANDARD DETAIL 1
 - 28) CONSTRUCT CITY STANDARD SIDEWALK PER CITY STANDARD DETAIL 1
 - 29) CONSTRUCT CITY STANDARD SIDEWALK PER CITY STANDARD DETAIL 1
 - 30) CONSTRUCT CITY STANDARD SIDEWALK PER CITY STANDARD DETAIL 1
 - 31) CONSTRUCT CITY STANDARD SIDEWALK PER CITY STANDARD DETAIL 1
 - 32) CONSTRUCT CITY STANDARD SIDEWALK PER CITY STANDARD DETAIL 1
 - 33) CONSTRUCT CITY STANDARD SIDEWALK PER CITY STANDARD DETAIL 1
 - 34) CONSTRUCT CITY STANDARD SIDEWALK PER CITY STANDARD DETAIL 1
 - 35) CONSTRUCT CITY STANDARD SIDEWALK PER CITY STANDARD DETAIL 1
 - 36) CONSTRUCT CITY STANDARD SIDEWALK PER CITY STANDARD DETAIL 1
 - 37) CONSTRUCT CITY STANDARD SIDEWALK PER CITY STANDARD DETAIL 1
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 - 39) CONSTRUCT CITY STANDARD SIDEWALK PER CITY STANDARD DETAIL 1
 - 40) CONSTRUCT CITY STANDARD SIDEWALK PER CITY STANDARD DETAIL 1
 - 41) CONSTRUCT CITY STANDARD SIDEWALK PER CITY STANDARD DETAIL 1
 - 42) CONSTRUCT CITY STANDARD SIDEWALK PER CITY STANDARD DETAIL 1
 - 43) CONSTRUCT CITY STANDARD SIDEWALK PER CITY STANDARD DETAIL 1
 - 44) CONSTRUCT CITY STANDARD SIDEWALK PER CITY STANDARD DETAIL 1
 - 45) CONSTRUCT CITY STANDARD SIDEWALK PER CITY STANDARD DETAIL 1
 - 46) CONSTRUCT CITY STANDARD SIDEWALK PER CITY STANDARD DETAIL 1
 - 47) CONSTRUCT CITY STANDARD SIDEWALK PER CITY STANDARD DETAIL 1
 - 48) CONSTRUCT CITY STANDARD SIDEWALK PER CITY STANDARD DETAIL 1
 - 49) CONSTRUCT CITY STANDARD SIDEWALK PER CITY STANDARD DETAIL 1
 - 50) CONSTRUCT CITY STANDARD SIDEWALK PER CITY STANDARD DETAIL 1

DATE: _____
 DRAWN BY: _____
 CHECKED BY: _____
 APPROVED BY: _____
 PROJECT NO. _____
 SHEET NO. _____

BASSETT STREET
2019 KING CITY SIDEWALK
IMPROVEMENT PROJECT - PROJECT NO. 2019-01

IN THE
CITY OF KING

CITY OF KING
 CALIFORNIA
 SCALE: 1"=50'

SHEET 25 OF 47
 JOB NO. 182710



HANNA-BRUNETTI
 CIVIL ENGINEER - LAND SURVEYORS
 CONSTRUCTION MANAGERS

CITY OF KING



- LEGEND**
- REMOVE & REPLACE 12" CONC AND UTILITY FOR CITY SIDEWALK DETAIL 1
 - CONSTRUCT CITY SIDEWALK DETAIL FOR CITY SIDEWALK DETAIL 2
 - CONSTRUCT 6" CONCRETE OVER # 4.1 APPROXIMATE SLAB THICKNESS FOR CITY SIDEWALK DETAIL 3
 - REMOVE EXISTING 6" CONC AND UTILITY 3 FEET FROM LOT OF UTILITY, CONFORM TO DETAIL 1
 - CONSTRUCT 6" CONC OVER # 4.1 APPROXIMATE SLAB THICKNESS FOR CITY SIDEWALK DETAIL 4
 - CONSTRUCT 6" CONC OVER # 4.1 APPROXIMATE SLAB THICKNESS FOR CITY SIDEWALK DETAIL 5
 - CONSTRUCT 6" CONC OVER # 4.1 APPROXIMATE SLAB THICKNESS FOR CITY SIDEWALK DETAIL 6
 - CONSTRUCT 6" CONC OVER # 4.1 APPROXIMATE SLAB THICKNESS FOR CITY SIDEWALK DETAIL 7
 - CONSTRUCT 6" CONC OVER # 4.1 APPROXIMATE SLAB THICKNESS FOR CITY SIDEWALK DETAIL 8
 - CONSTRUCT 6" CONC OVER # 4.1 APPROXIMATE SLAB THICKNESS FOR CITY SIDEWALK DETAIL 9
 - CONSTRUCT 6" CONC OVER # 4.1 APPROXIMATE SLAB THICKNESS FOR CITY SIDEWALK DETAIL 10
 - CONSTRUCT 6" CONC OVER # 4.1 APPROXIMATE SLAB THICKNESS FOR CITY SIDEWALK DETAIL 11
 - CONSTRUCT 6" CONC OVER # 4.1 APPROXIMATE SLAB THICKNESS FOR CITY SIDEWALK DETAIL 12
 - CONSTRUCT 6" CONC OVER # 4.1 APPROXIMATE SLAB THICKNESS FOR CITY SIDEWALK DETAIL 13
 - CONSTRUCT 6" CONC OVER # 4.1 APPROXIMATE SLAB THICKNESS FOR CITY SIDEWALK DETAIL 14
 - CONSTRUCT 6" CONC OVER # 4.1 APPROXIMATE SLAB THICKNESS FOR CITY SIDEWALK DETAIL 15
 - CONSTRUCT 6" CONC OVER # 4.1 APPROXIMATE SLAB THICKNESS FOR CITY SIDEWALK DETAIL 16
 - CONSTRUCT 6" CONC OVER # 4.1 APPROXIMATE SLAB THICKNESS FOR CITY SIDEWALK DETAIL 17
 - CONSTRUCT 6" CONC OVER # 4.1 APPROXIMATE SLAB THICKNESS FOR CITY SIDEWALK DETAIL 18
 - CONSTRUCT 6" CONC OVER # 4.1 APPROXIMATE SLAB THICKNESS FOR CITY SIDEWALK DETAIL 19
 - CONSTRUCT 6" CONC OVER # 4.1 APPROXIMATE SLAB THICKNESS FOR CITY SIDEWALK DETAIL 20
 - CONSTRUCT 6" CONC OVER # 4.1 APPROXIMATE SLAB THICKNESS FOR CITY SIDEWALK DETAIL 21
 - CONSTRUCT 6" CONC OVER # 4.1 APPROXIMATE SLAB THICKNESS FOR CITY SIDEWALK DETAIL 22
 - CONSTRUCT 6" CONC OVER # 4.1 APPROXIMATE SLAB THICKNESS FOR CITY SIDEWALK DETAIL 23
 - CONSTRUCT 6" CONC OVER # 4.1 APPROXIMATE SLAB THICKNESS FOR CITY SIDEWALK DETAIL 24
 - CONSTRUCT 6" CONC OVER # 4.1 APPROXIMATE SLAB THICKNESS FOR CITY SIDEWALK DETAIL 25
 - CONSTRUCT 6" CONC OVER # 4.1 APPROXIMATE SLAB THICKNESS FOR CITY SIDEWALK DETAIL 26
 - CONSTRUCT 6" CONC OVER # 4.1 APPROXIMATE SLAB THICKNESS FOR CITY SIDEWALK DETAIL 27
 - CONSTRUCT 6" CONC OVER # 4.1 APPROXIMATE SLAB THICKNESS FOR CITY SIDEWALK DETAIL 28
 - CONSTRUCT 6" CONC OVER # 4.1 APPROXIMATE SLAB THICKNESS FOR CITY SIDEWALK DETAIL 29
 - CONSTRUCT 6" CONC OVER # 4.1 APPROXIMATE SLAB THICKNESS FOR CITY SIDEWALK DETAIL 30
 - CONSTRUCT 6" CONC OVER # 4.1 APPROXIMATE SLAB THICKNESS FOR CITY SIDEWALK DETAIL 31
 - CONSTRUCT 6" CONC OVER # 4.1 APPROXIMATE SLAB THICKNESS FOR CITY SIDEWALK DETAIL 32
 - CONSTRUCT 6" CONC OVER # 4.1 APPROXIMATE SLAB THICKNESS FOR CITY SIDEWALK DETAIL 33
 - CONSTRUCT 6" CONC OVER # 4.1 APPROXIMATE SLAB THICKNESS FOR CITY SIDEWALK DETAIL 34
 - CONSTRUCT 6" CONC OVER # 4.1 APPROXIMATE SLAB THICKNESS FOR CITY SIDEWALK DETAIL 35
 - CONSTRUCT 6" CONC OVER # 4.1 APPROXIMATE SLAB THICKNESS FOR CITY SIDEWALK DETAIL 36
 - CONSTRUCT 6" CONC OVER # 4.1 APPROXIMATE SLAB THICKNESS FOR CITY SIDEWALK DETAIL 37
 - CONSTRUCT 6" CONC OVER # 4.1 APPROXIMATE SLAB THICKNESS FOR CITY SIDEWALK DETAIL 38
 - CONSTRUCT 6" CONC OVER # 4.1 APPROXIMATE SLAB THICKNESS FOR CITY SIDEWALK DETAIL 39
 - CONSTRUCT 6" CONC OVER # 4.1 APPROXIMATE SLAB THICKNESS FOR CITY SIDEWALK DETAIL 40
 - CONSTRUCT 6" CONC OVER # 4.1 APPROXIMATE SLAB THICKNESS FOR CITY SIDEWALK DETAIL 41
 - CONSTRUCT 6" CONC OVER # 4.1 APPROXIMATE SLAB THICKNESS FOR CITY SIDEWALK DETAIL 42
 - CONSTRUCT 6" CONC OVER # 4.1 APPROXIMATE SLAB THICKNESS FOR CITY SIDEWALK DETAIL 43
 - CONSTRUCT 6" CONC OVER # 4.1 APPROXIMATE SLAB THICKNESS FOR CITY SIDEWALK DETAIL 44
 - CONSTRUCT 6" CONC OVER # 4.1 APPROXIMATE SLAB THICKNESS FOR CITY SIDEWALK DETAIL 45
 - CONSTRUCT 6" CONC OVER # 4.1 APPROXIMATE SLAB THICKNESS FOR CITY SIDEWALK DETAIL 46
 - CONSTRUCT 6" CONC OVER # 4.1 APPROXIMATE SLAB THICKNESS FOR CITY SIDEWALK DETAIL 47
 - CONSTRUCT 6" CONC OVER # 4.1 APPROXIMATE SLAB THICKNESS FOR CITY SIDEWALK DETAIL 48
 - CONSTRUCT 6" CONC OVER # 4.1 APPROXIMATE SLAB THICKNESS FOR CITY SIDEWALK DETAIL 49
 - CONSTRUCT 6" CONC OVER # 4.1 APPROXIMATE SLAB THICKNESS FOR CITY SIDEWALK DETAIL 50

DATE: 08/20/20
 DRAWN BY: [Signature]
 CHECKED BY: [Signature]
 APPROVED BY: [Signature]

ACE & SHRYVER
 REGISTERED PROFESSIONAL ENGINEERS & SURVEYORS
 OCTAVO HARTWIG
 NO. 87877
 EXP. 3-31-20
 CIVIL
 STATE OF CALIFORNIA

**TALBOT STREET
 2019 KING CITY SIDEWALK
 IMPROVEMENT PROJECT - PROJECT NO. 2019-01**

CITY OF KING
 MONTEREY COUNTY
 HANNA-BRUNETTI
 CIVIL ENGINEERS & ARCHITECTS
 409 N. 182TH ST.
 KING CITY, CA 95701

CITY OF KING

SHEET 28 OF 47
 SCALE: 1"=50'
 409 N. 182TH ST.



- LEGEND**
- 1) REMOVE & REPLACE 12" DIA. AND OTHER PER CITY STANDARD DETAIL 1
 - 2) CONSTRUCT 6" CONC. UNDER SLAB FOR CITY STANDARD DETAIL 2
 - 3) CONSTRUCT 6" CONC. UNDER SLAB FOR CITY STANDARD DETAIL 3
 - 4) CONSTRUCT 6" CONC. UNDER SLAB FOR CITY STANDARD DETAIL 4
 - 5) CONSTRUCT 6" CONC. UNDER SLAB FOR CITY STANDARD DETAIL 5
 - 6) CONSTRUCT 6" CONC. UNDER SLAB FOR CITY STANDARD DETAIL 6
 - 7) CONSTRUCT 6" CONC. UNDER SLAB FOR CITY STANDARD DETAIL 7
 - 8) CONSTRUCT 6" CONC. UNDER SLAB FOR CITY STANDARD DETAIL 8
 - 9) CONSTRUCT 6" CONC. UNDER SLAB FOR CITY STANDARD DETAIL 9
 - 10) CONSTRUCT 6" CONC. UNDER SLAB FOR CITY STANDARD DETAIL 10
 - 11) REMOVE & REPLACE EXISTING ADVANCEMENT SHEET TO BE SET FROM 1" OF CENTER TO CENTER TO EXISTING 12" DIA. PER CITY STANDARD DETAIL 1
 - 12) REMOVE & REPLACE EXISTING ADVANCEMENT SHEET TO BE SET FROM 1" OF CENTER TO CENTER TO EXISTING 12" DIA. PER CITY STANDARD DETAIL 2
 - 13) REMOVE & REPLACE EXISTING ADVANCEMENT SHEET TO BE SET FROM 1" OF CENTER TO CENTER TO EXISTING 12" DIA. PER CITY STANDARD DETAIL 3
 - 14) REMOVE & REPLACE EXISTING ADVANCEMENT SHEET TO BE SET FROM 1" OF CENTER TO CENTER TO EXISTING 12" DIA. PER CITY STANDARD DETAIL 4
 - 15) REMOVE & REPLACE EXISTING ADVANCEMENT SHEET TO BE SET FROM 1" OF CENTER TO CENTER TO EXISTING 12" DIA. PER CITY STANDARD DETAIL 5
 - 16) REMOVE & REPLACE EXISTING ADVANCEMENT SHEET TO BE SET FROM 1" OF CENTER TO CENTER TO EXISTING 12" DIA. PER CITY STANDARD DETAIL 6
 - 17) REMOVE & REPLACE EXISTING ADVANCEMENT SHEET TO BE SET FROM 1" OF CENTER TO CENTER TO EXISTING 12" DIA. PER CITY STANDARD DETAIL 7
 - 18) REMOVE & REPLACE EXISTING ADVANCEMENT SHEET TO BE SET FROM 1" OF CENTER TO CENTER TO EXISTING 12" DIA. PER CITY STANDARD DETAIL 8
 - 19) REMOVE & REPLACE EXISTING ADVANCEMENT SHEET TO BE SET FROM 1" OF CENTER TO CENTER TO EXISTING 12" DIA. PER CITY STANDARD DETAIL 9
 - 20) REMOVE & REPLACE EXISTING ADVANCEMENT SHEET TO BE SET FROM 1" OF CENTER TO CENTER TO EXISTING 12" DIA. PER CITY STANDARD DETAIL 10

- 21) REMOVE & REPLACE EXISTING ADVANCEMENT SHEET TO BE SET FROM 1" OF CENTER TO CENTER TO EXISTING 12" DIA. PER CITY STANDARD DETAIL 1
- 22) REMOVE & REPLACE EXISTING ADVANCEMENT SHEET TO BE SET FROM 1" OF CENTER TO CENTER TO EXISTING 12" DIA. PER CITY STANDARD DETAIL 2
- 23) REMOVE & REPLACE EXISTING ADVANCEMENT SHEET TO BE SET FROM 1" OF CENTER TO CENTER TO EXISTING 12" DIA. PER CITY STANDARD DETAIL 3
- 24) REMOVE & REPLACE EXISTING ADVANCEMENT SHEET TO BE SET FROM 1" OF CENTER TO CENTER TO EXISTING 12" DIA. PER CITY STANDARD DETAIL 4
- 25) REMOVE & REPLACE EXISTING ADVANCEMENT SHEET TO BE SET FROM 1" OF CENTER TO CENTER TO EXISTING 12" DIA. PER CITY STANDARD DETAIL 5
- 26) REMOVE & REPLACE EXISTING ADVANCEMENT SHEET TO BE SET FROM 1" OF CENTER TO CENTER TO EXISTING 12" DIA. PER CITY STANDARD DETAIL 6
- 27) REMOVE & REPLACE EXISTING ADVANCEMENT SHEET TO BE SET FROM 1" OF CENTER TO CENTER TO EXISTING 12" DIA. PER CITY STANDARD DETAIL 7
- 28) REMOVE & REPLACE EXISTING ADVANCEMENT SHEET TO BE SET FROM 1" OF CENTER TO CENTER TO EXISTING 12" DIA. PER CITY STANDARD DETAIL 8
- 29) REMOVE & REPLACE EXISTING ADVANCEMENT SHEET TO BE SET FROM 1" OF CENTER TO CENTER TO EXISTING 12" DIA. PER CITY STANDARD DETAIL 9
- 30) REMOVE & REPLACE EXISTING ADVANCEMENT SHEET TO BE SET FROM 1" OF CENTER TO CENTER TO EXISTING 12" DIA. PER CITY STANDARD DETAIL 10

date: _____ 20
 Home - Street

Octavo Plumbco
 DATE & TIME
 APPROX. 9/28/20



LUCKETT STREET
2019 KING CITY SIDEWALK
IMPROVEMENT PROJECT - PROJECT NO. 2019-01

IN THE
CITY OF KING

HANNIA-BERUNETTI
 CIVIL ENGINEER - LAND SURVEYOR
 CONSTRUCTION MANAGERS

CITY OF KING

SHEET 27 OF 47
 JOB NO. 182110

CALIFORNIA
 SCALE: 1"=50'

SCALE - 1"=50'



- LEGEND**
- 1 REMOVE & REPLACE 12" DIA. AND OTHER PER CITY STANDARD DETAIL 1
 - 2 CONSTRUCT CITY STANDARD SIDEWALK PER CITY STANDARD DETAIL 1
 - 3 CONSTRUCT 6" CONC. CURB & CL 1 IMPROVED SLOPE INVERT PER CITY STANDARD DETAIL 1
 - 4 CONSTRUCT 6" CONC. CURB PER CITY STANDARD DETAIL 1
 - 5 REMOVE & REPLACE EXISTING SIDEWALK PER CITY STANDARD DETAIL 1
 - 6 REMOVE & REPLACE EXISTING SIDEWALK PER CITY STANDARD DETAIL 1
 - 7 CONSTRUCT 6" CONC. CURB PER CITY STANDARD DETAIL 1
 - 8 CONSTRUCT 6" CONC. CURB PER CITY STANDARD DETAIL 1
 - 9 CONSTRUCT 6" CONC. CURB PER CITY STANDARD DETAIL 1
 - 10 CONSTRUCT 6" CONC. CURB PER CITY STANDARD DETAIL 1
 - 11 REMOVE & REPLACE EXISTING SIDEWALK PER CITY STANDARD DETAIL 1

- 12 REMOVE & REPLACE EXISTING SIDEWALK PER CITY STANDARD DETAIL 1
- 13 REMOVE & REPLACE EXISTING SIDEWALK PER CITY STANDARD DETAIL 1
- 14 REMOVE & REPLACE EXISTING SIDEWALK PER CITY STANDARD DETAIL 1
- 15 REMOVE & REPLACE EXISTING SIDEWALK PER CITY STANDARD DETAIL 1
- 16 REMOVE & REPLACE EXISTING SIDEWALK PER CITY STANDARD DETAIL 1
- 17 REMOVE & REPLACE EXISTING SIDEWALK PER CITY STANDARD DETAIL 1
- 18 REMOVE & REPLACE EXISTING SIDEWALK PER CITY STANDARD DETAIL 1
- 19 REMOVE & REPLACE EXISTING SIDEWALK PER CITY STANDARD DETAIL 1
- 20 REMOVE & REPLACE EXISTING SIDEWALK PER CITY STANDARD DETAIL 1
- 21 REMOVE & REPLACE EXISTING SIDEWALK PER CITY STANDARD DETAIL 1
- 22 REMOVE & REPLACE EXISTING SIDEWALK PER CITY STANDARD DETAIL 1
- 23 REMOVE & REPLACE EXISTING SIDEWALK PER CITY STANDARD DETAIL 1
- 24 REMOVE & REPLACE EXISTING SIDEWALK PER CITY STANDARD DETAIL 1
- 25 REMOVE & REPLACE EXISTING SIDEWALK PER CITY STANDARD DETAIL 1
- 26 REMOVE & REPLACE EXISTING SIDEWALK PER CITY STANDARD DETAIL 1
- 27 REMOVE & REPLACE EXISTING SIDEWALK PER CITY STANDARD DETAIL 1
- 28 REMOVE & REPLACE EXISTING SIDEWALK PER CITY STANDARD DETAIL 1
- 29 REMOVE & REPLACE EXISTING SIDEWALK PER CITY STANDARD DETAIL 1
- 30 REMOVE & REPLACE EXISTING SIDEWALK PER CITY STANDARD DETAIL 1

DATE: _____
 DRAWN BY: _____
 CHECKED BY: _____
 APPROVED BY: _____



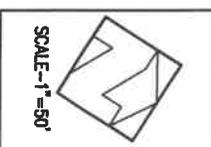
PEARL STREET
2019 KING CITY SIDEWALK
 IMPROVEMENT PROJECT - PROJECT NO. 2019-01
 IN THE CITY OF KING

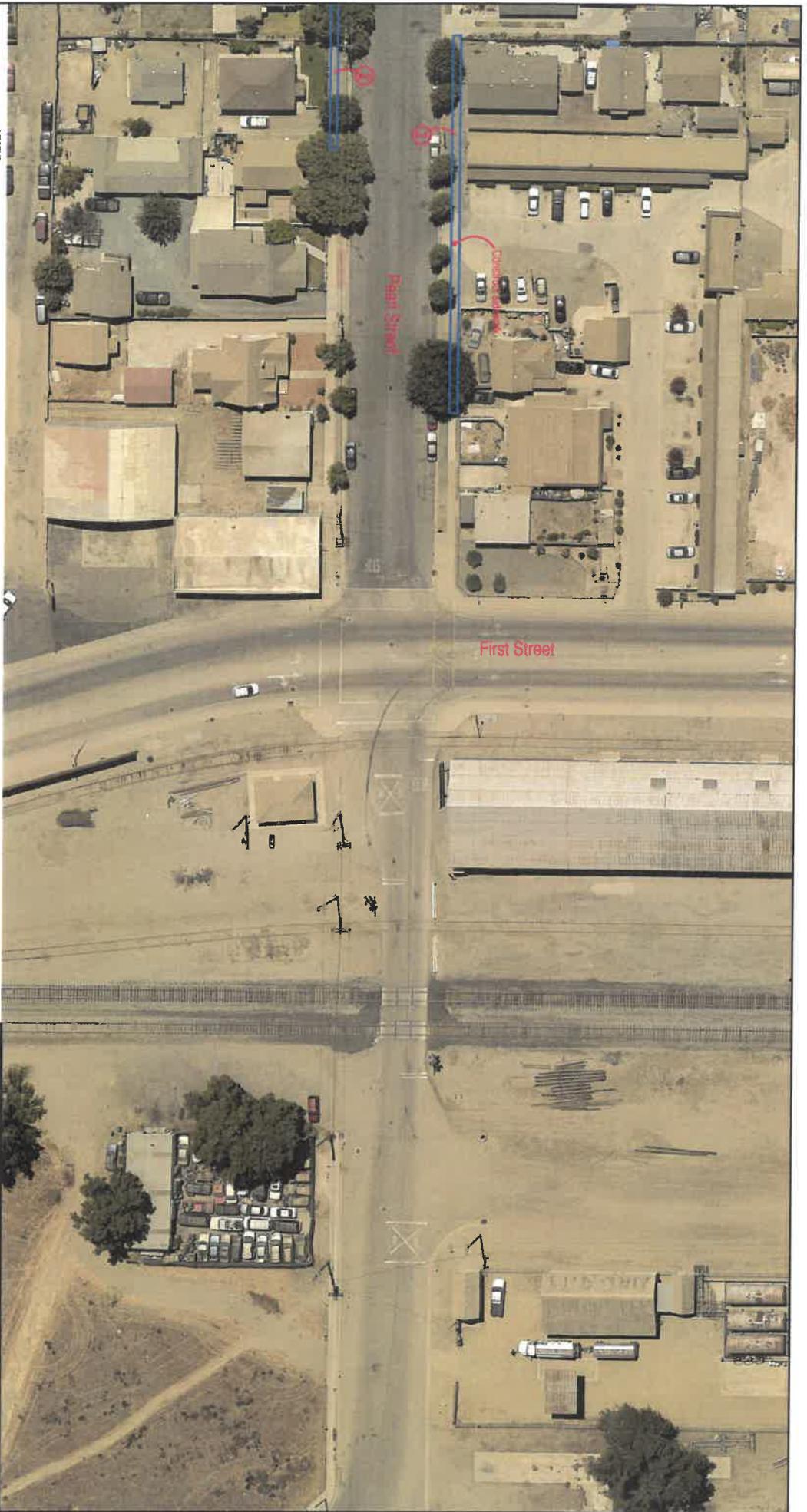
CALIFORNIA
 SCALE: 1"=50'

SHEET 30 OF 47
 JOB NO. 192110

HANNA BERUNNETTI
 CIVIL ENGINEER - LAND SURVEYORS
 CONSTRUCTION MANAGERS

CITY OF KING





PEARL STREET
2019 KING CITY SIDEWALK
IMPROVEMENT PROJECT - PROJECT NO. 2019-01
 IN THE
CITY OF KING
 CALIFORNIA
 SCALE: 1"=50'

HANNA-BRUNETTI
 CIVIL ENGINEER - LAND SURVEYOR
 CONSTRUCTION MANAGER

CITY OF KING

SHEET 31 OF 47
 A03 NO. 19210

DATE: 4/20/19
 SCALE: 1"=50'

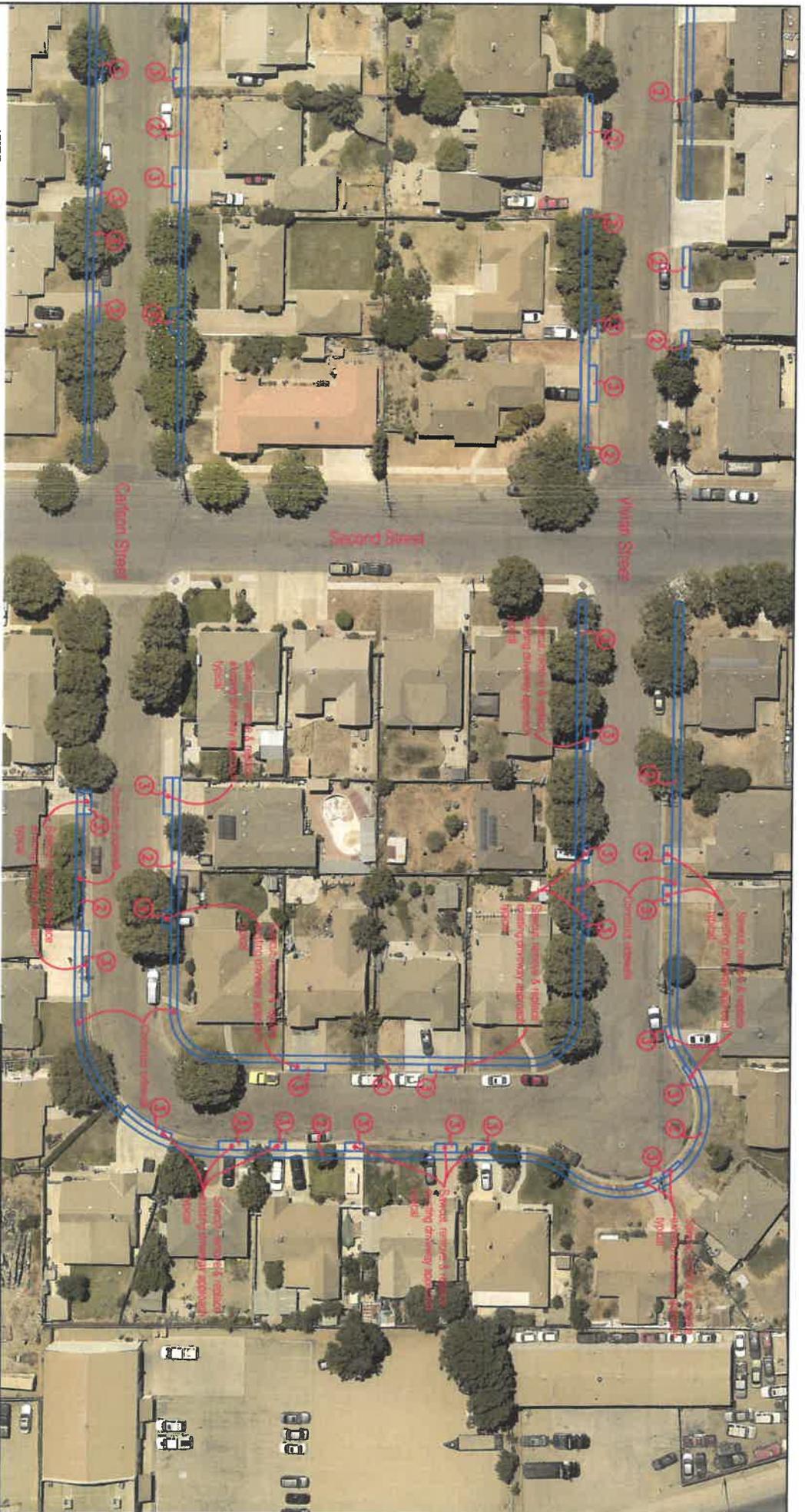
DATE: 5/20/20
 SCALE: 1"=50'

DATE: 5/20/20
 SCALE: 1"=50'

LEGEND

1. REMOVE & REPLACE TYPE "C" CURB AND GUTTER FOR CITY STANDARD SECTION 1
2. CONSTRUCT CITY STANDARD SIDEWALK FOR CITY STANDARD SECTION 2
3. CONSTRUCT CITY STANDARD SIDEWALK FOR CITY STANDARD SECTION 2
4. CONSTRUCT CITY STANDARD SIDEWALK FOR CITY STANDARD SECTION 2
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49. CONSTRUCT CITY STANDARD SIDEWALK FOR CITY STANDARD SECTION 2
50. CONSTRUCT CITY STANDARD SIDEWALK FOR CITY STANDARD SECTION 2

REGISTERED PROFESSIONAL ENGINEER
 CIVIL
 NO. 87887
 EXP. 3-31-23
 STATE OF CALIFORNIA



SCALE - 1" = 50'

LEGEND

- 1 REMOVE & REPLACE THE "V" CURB AND OTHER PER CITY STANDARD DETAIL 1
- 2 CONSTRUCT CITY STANDARD SIDEWALK PER CITY STANDARD DETAIL 2
- 3 CONSTRUCT CITY STANDARD SIDEWALK PER CITY STANDARD DETAIL 3
- 4 CONSTRUCT CITY STANDARD SIDEWALK PER CITY STANDARD DETAIL 4
- 5 CONSTRUCT CITY STANDARD SIDEWALK PER CITY STANDARD DETAIL 5
- 6 CONSTRUCT CITY STANDARD SIDEWALK PER CITY STANDARD DETAIL 6
- 7 CONSTRUCT CITY STANDARD SIDEWALK PER CITY STANDARD DETAIL 7
- 8 CONSTRUCT CITY STANDARD SIDEWALK PER CITY STANDARD DETAIL 8
- 9 CONSTRUCT CITY STANDARD SIDEWALK PER CITY STANDARD DETAIL 9
- 10 CONSTRUCT CITY STANDARD SIDEWALK PER CITY STANDARD DETAIL 10

- 11 REMOVE, REPLACE & REPAIR EXISTING SIDEWALK, CURB & GUTTERS PER PROJECT TO MATCH EXISTING SIDEWALK
- 12 REMOVE, REPLACE & REPAIR EXISTING SIDEWALK, CURB & GUTTERS PER PROJECT TO MATCH EXISTING SIDEWALK
- 13 REMOVE, REPLACE & REPAIR EXISTING SIDEWALK, CURB & GUTTERS PER PROJECT TO MATCH EXISTING SIDEWALK
- 14 REMOVE, REPLACE & REPAIR EXISTING SIDEWALK, CURB & GUTTERS PER PROJECT TO MATCH EXISTING SIDEWALK
- 15 REMOVE, REPLACE & REPAIR EXISTING SIDEWALK, CURB & GUTTERS PER PROJECT TO MATCH EXISTING SIDEWALK
- 16 REMOVE, REPLACE & REPAIR EXISTING SIDEWALK, CURB & GUTTERS PER PROJECT TO MATCH EXISTING SIDEWALK
- 17 REMOVE, REPLACE & REPAIR EXISTING SIDEWALK, CURB & GUTTERS PER PROJECT TO MATCH EXISTING SIDEWALK
- 18 REMOVE, REPLACE & REPAIR EXISTING SIDEWALK, CURB & GUTTERS PER PROJECT TO MATCH EXISTING SIDEWALK
- 19 REMOVE, REPLACE & REPAIR EXISTING SIDEWALK, CURB & GUTTERS PER PROJECT TO MATCH EXISTING SIDEWALK
- 20 REMOVE, REPLACE & REPAIR EXISTING SIDEWALK, CURB & GUTTERS PER PROJECT TO MATCH EXISTING SIDEWALK

DATE: _____
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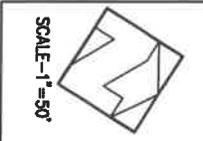
REGISTERED PROFESSIONAL ENGINEER & ARCHITECT
 OCTAVIO HERNANDEZ
 NO. 2019-001
 CIVIL

CITY OF KING
 HANNA-BERUNETTI
 CIVIL ENGINEERS & ARCHITECTS
 1000 N. 10TH ST., SUITE 100
 TULSA, OK 74103

CITY OF KING
 IN THE
 COUNTY OF WASHINGTON
 STATE OF OKLAHOMA

**WMAN STREET, CARLSON STREET AND HAVEN DRIVE
 2019 KING CITY SIDEWALK
 IMPROVEMENT PROJECT - PROJECT NO. 2019-01**

SHEET 38 OF 47
 SCALE 1" = 50'
 JOB NO. 18210



SCALE - 1" = 50'

- LEGEND**
- ① REMOVE & REPLACE TYPE "C" CURB AND GUTTER FOR CITY STANDARD DETAIL 1
 - ② CONSTRUCT CITY STANDARD DETAIL FOR CITY STANDARD DETAIL 2
 - ③ CONSTRUCT CITY STANDARD DETAIL FOR CITY STANDARD DETAIL 3
 - ④ CONSTRUCT CITY STANDARD DETAIL FOR CITY STANDARD DETAIL 4
 - ⑤ CONSTRUCT CITY STANDARD DETAIL FOR CITY STANDARD DETAIL 5
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 - ㊿ CONSTRUCT CITY STANDARD DETAIL FOR CITY STANDARD DETAIL 50

DATE: _____
 DRAWN BY: _____
 CHECKED BY: _____
 APPROVED BY: _____
 TITLE: _____
 PROJECT: _____
 SHEET NO. _____ OF _____
 SCALE: _____

DIVISION STREET
2019 KING CITY SIDEWALK
IMPROVEMENT PROJECT - PROJECT NO. 2019-01

IN THE
CITY OF KING

CALIFORNIA
 SCALE: 1" = 50'

SHEET 38 OF 47
 209 NO. 18210



HANNA-BRUNETTI
 CIVIL ENGINEER - LAND SURVEYOR
 CONSTRUCTION MANAGERS

CITY OF KING



LEGEND

- ① REMOVE & REPLACE TYPE "C" CURB AND UTILITY FOR CITY STANDARD DETAIL 1
- ② CONSTRUCT CITY STANDARD SIDEWALK FOR CITY STANDARD DETAIL 2
- ③ CONSTRUCT 6" CONCRETE CURB OF CL 1 APPROXIMATE SLAB THICKNESS FOR CITY STANDARD DETAIL 3
- ④ REMOVE EXISTING & REPLACE TYPE "C" CURB AND UTILITY FOR CITY STANDARD DETAIL 4
- ⑤ CONSTRUCT 6" CONCRETE CURB OF CL 1 APPROXIMATE SLAB THICKNESS FOR CITY STANDARD DETAIL 5
- ⑥ REMOVE EXISTING & REPLACE TYPE "C" CURB AND UTILITY FOR CITY STANDARD DETAIL 6
- ⑦ CONSTRUCT SIDEWALK FOR CITY STANDARD DETAIL 7
- ⑧ CONSTRUCT SIDEWALK FOR CITY STANDARD DETAIL 8
- ⑨ CONSTRUCT SIDEWALK FOR CITY STANDARD DETAIL 9
- ⑩ CONSTRUCT SIDEWALK FOR CITY STANDARD DETAIL 10
- ⑪ CONSTRUCT SIDEWALK FOR CITY STANDARD DETAIL 11
- ⑫ CONSTRUCT SIDEWALK FOR CITY STANDARD DETAIL 12
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- ㊿ CONSTRUCT SIDEWALK FOR CITY STANDARD DETAIL 50

SCALE - 1" = 50'

DATE _____
REVISION _____

DATE 08/20/20
REVISION 08/20/20

REGISTERED PROFESSIONAL ENGINEER & ARCHITECT
OCYVIO OF CALIFORNIA
NO. 57877
EXPIRES 3-31-20
CIVIL

CITY OF KING
MONTEBELL COUNTY

HANNA-BRUNETTI
INC.
ON BEHALF OF ARCHITECTS & ENGINEERS

CITY OF KING
IN THE
CITY OF KING

2019 KING CITY SIDEWALK IMPROVEMENT PROJECT - PROJECT NO. 2019-01

WILDA DRIVE

CALIFORNIA
SCALE 1" = 50'

SHEET 39 OF 47
JOB NO. 192110



SCALE-1"=50'

- LEGEND**
- ① REMOVE & REPLACE TYPE "C" CURB AND GUTTER FOR CITY STANDARD DETAIL 1
 - ② CONSTRUCT CITY STANDARD DETAIL 1 SIDEWALK 3' WIDE
 - ③ CONSTRUCT CITY STANDARD DETAIL 1 SIDEWALK 3' WIDE FROM UTILITY CENTERLINE TO CURB
 - ④ REMOVE & REPLACE EXISTING SIDEWALK 3' WIDE FROM UTILITY CENTERLINE TO CURB
 - ⑤ CONSTRUCT CITY STANDARD DETAIL 1 SIDEWALK 3' WIDE FROM UTILITY CENTERLINE TO CURB
 - ⑥ CONSTRUCT CITY STANDARD DETAIL 1 SIDEWALK 3' WIDE FROM UTILITY CENTERLINE TO CURB
 - ⑦ CONSTRUCT CITY STANDARD DETAIL 1 SIDEWALK 3' WIDE FROM UTILITY CENTERLINE TO CURB
 - ⑧ CONSTRUCT CITY STANDARD DETAIL 1 SIDEWALK 3' WIDE FROM UTILITY CENTERLINE TO CURB
 - ⑨ CONSTRUCT CITY STANDARD DETAIL 1 SIDEWALK 3' WIDE FROM UTILITY CENTERLINE TO CURB
 - ⑩ CONSTRUCT CITY STANDARD DETAIL 1 SIDEWALK 3' WIDE FROM UTILITY CENTERLINE TO CURB
 - ⑪ REMOVE & REPLACE EXISTING SIDEWALK 3' WIDE FROM UTILITY CENTERLINE TO CURB
 - ⑫ CONSTRUCT CITY STANDARD DETAIL 1 SIDEWALK 3' WIDE FROM UTILITY CENTERLINE TO CURB
 - ⑬ REMOVE & REPLACE EXISTING SIDEWALK 3' WIDE FROM UTILITY CENTERLINE TO CURB
 - ⑭ CONSTRUCT CITY STANDARD DETAIL 1 SIDEWALK 3' WIDE FROM UTILITY CENTERLINE TO CURB
 - ⑮ REMOVE & REPLACE EXISTING SIDEWALK 3' WIDE FROM UTILITY CENTERLINE TO CURB
 - ⑯ CONSTRUCT CITY STANDARD DETAIL 1 SIDEWALK 3' WIDE FROM UTILITY CENTERLINE TO CURB
 - ⑰ REMOVE & REPLACE EXISTING SIDEWALK 3' WIDE FROM UTILITY CENTERLINE TO CURB
 - ⑱ CONSTRUCT CITY STANDARD DETAIL 1 SIDEWALK 3' WIDE FROM UTILITY CENTERLINE TO CURB
 - ⑲ REMOVE & REPLACE EXISTING SIDEWALK 3' WIDE FROM UTILITY CENTERLINE TO CURB
 - ⑳ CONSTRUCT CITY STANDARD DETAIL 1 SIDEWALK 3' WIDE FROM UTILITY CENTERLINE TO CURB

DATE: _____ 20
 DRAWN BY: _____
 OCTAVIO HERRERA
 R.C.E. / 07/07/20
 07/07/20



2019 KING CITY SIDEWALK IMPROVEMENT PROJECT - PROJECT NO. 2019-01

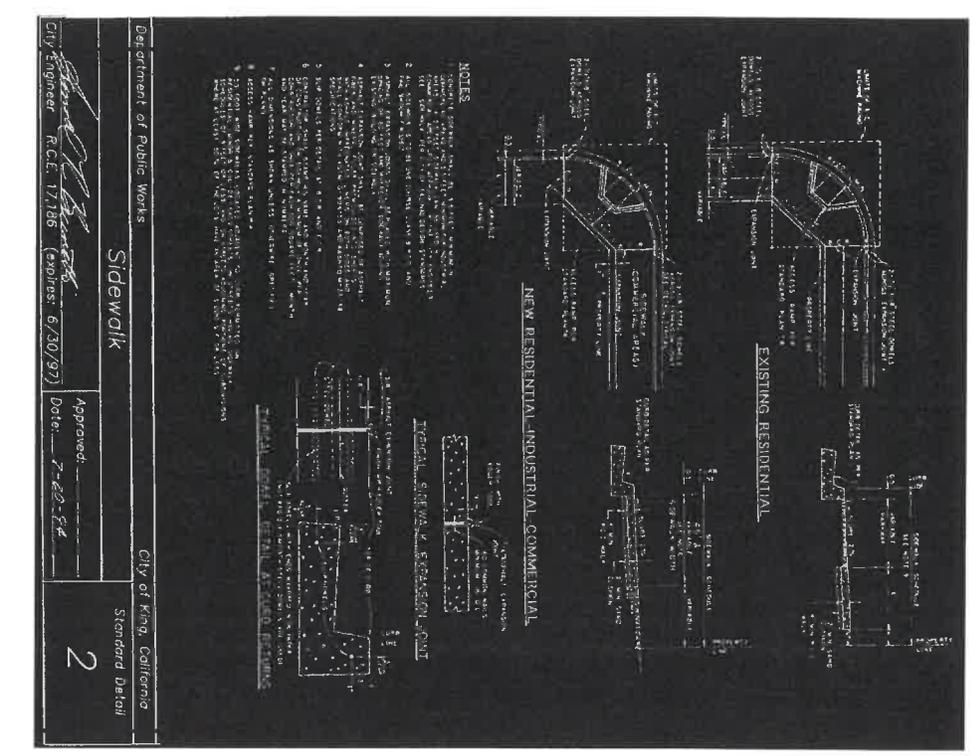
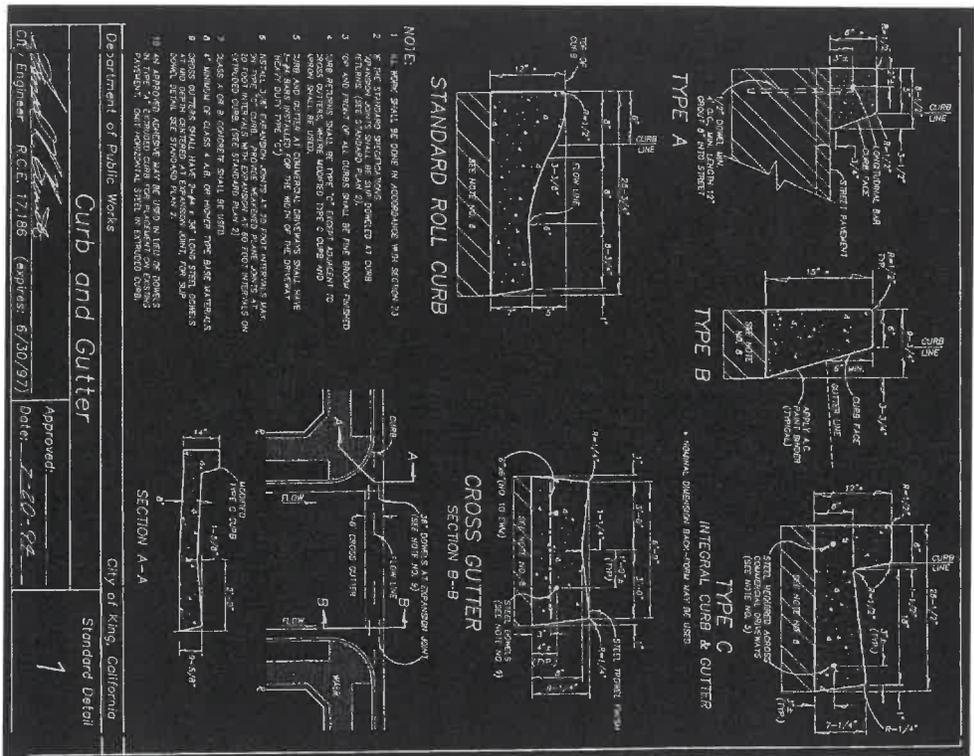
IN THE CITY OF KING

HANNA-SERUNETTI
 CIVIL ENGINEER & LAND SURVEYOR
 DISTRICT 10

CITY OF KING

CALIFORNIA
 SCALE 1"=50'

SHEET 42 OF 47
 JOB NO. 192110



Department of Public Works
Curb and Gutter
 City of King, California
 Standard Detail
 1

City Engineer R.C.E. 17186 (expires: 6/30/97) Approved: _____ Date: 7-20-84

Department of Public Works
Sidewalk
 City of King, California
 Standard Detail
 2

City Engineer R.C.E. 17186 (expires: 6/30/97) Approved: _____ Date: 7-20-84

date - 30
 Hanna - Brunetti
 Ontario Harbors
 R.C.E. # 2297
 expires 3/21/90

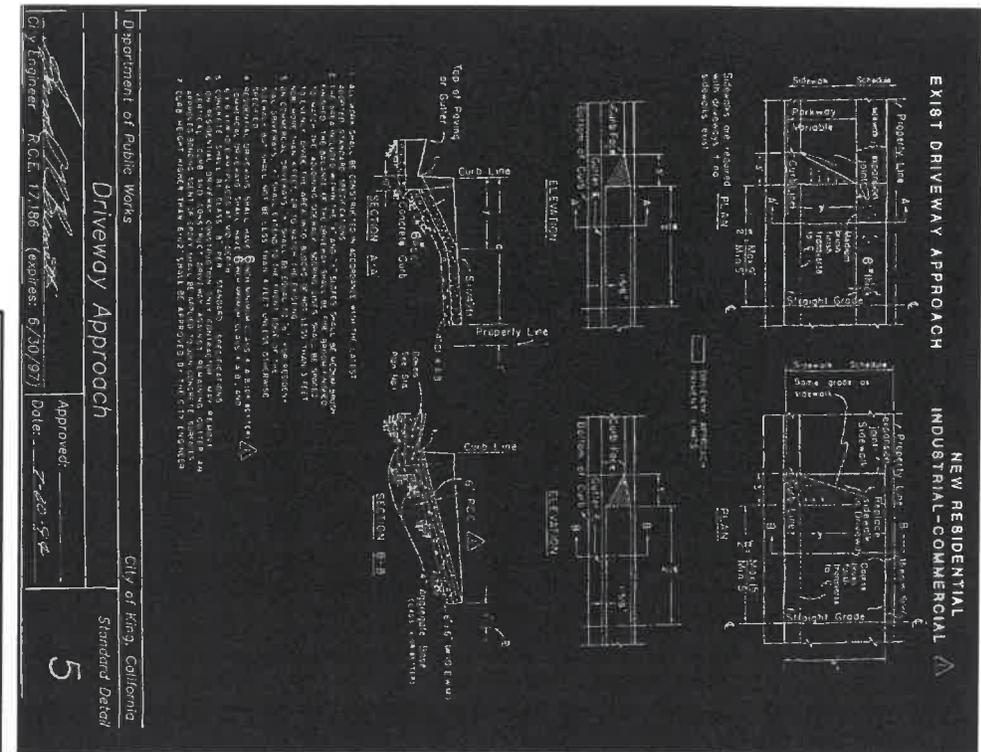
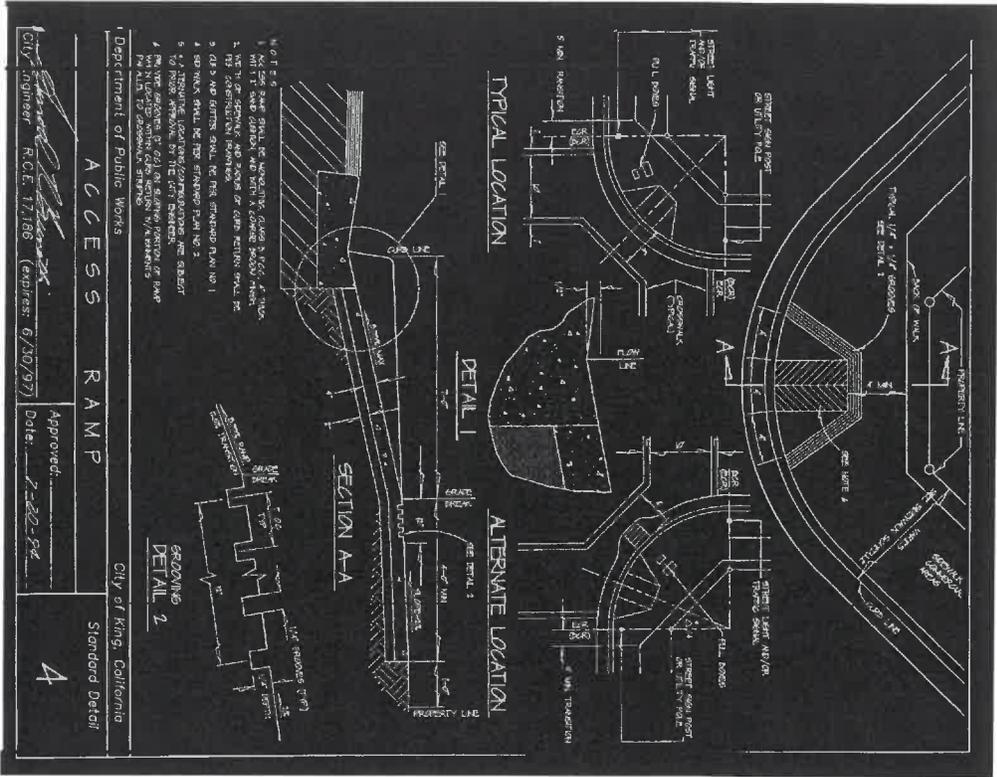
REGISTERED PROFESSIONAL ENGINEER
 CIVIL
 NO. 0787
 EXPIRES 3-31-90
 STATE OF CALIFORNIA

CITY STANDARD DETAILS
 2019 KING CITY SIDEWALK
 IMPROVEMENT PROJECT - PROJECT NO. 2019-01
 IN THE
 CITY OF KING
 CALIFORNIA
 SCALE: NONE

HANNA-BRUNETTI
 CIVIL ENGINEER - LAND SURVEYOR
 CONSTRUCTION MANAGER

CITY OF KING
 MONTEREY COUNTY
 CITY OF KING

SHEET 43 OF 47
 JOB NO. 18210



Order: **30**
Hanna - Brunetti
Ocotubo Hurdoo
R.C.E. # 8987
expire: 3/31/20



CITY STANDARD DETAILS
2019 KING CITY SIDEWALK
IMPROVEMENT PROJECT - PROJECT NO. 2019-01

CITY OF KING
IN THE
COUNTY OF KING
CITY OF KING

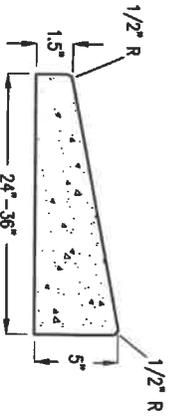
CITY OF KING
COUNTY OF KING

HANNA-BRUNETTI
CIVIL ENGINEERS & LAND SURVEYORS
CONSTRUCTION MANAGERS

CITY OF KING

CALIFORNIA
SCALE: NONE

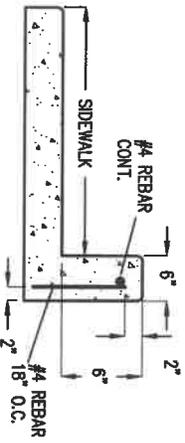
SHEET 44 OF 47
JOB NO. 182910



MODIFIED DRIVEWAY

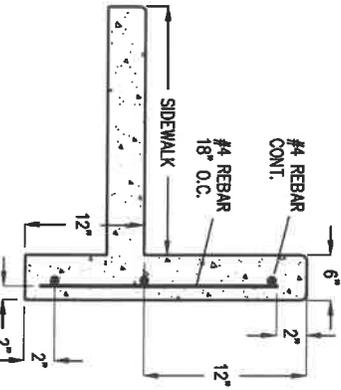
NO SCALE

THIS DETAIL MODIFIES THE ONLY DRIVEWAY APPROACH IN CITY DETAIL 5. ALL OTHER DETAILS SHOWN ON DETAIL 5 STILL APPLY.



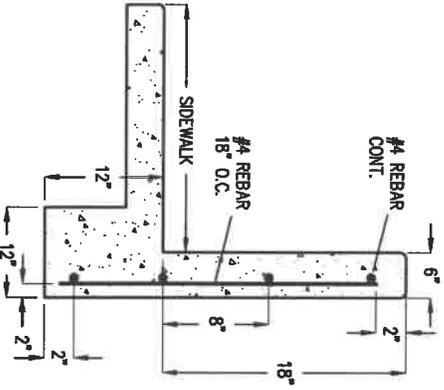
6" CURB/SIDEWALK DETAIL

NO SCALE



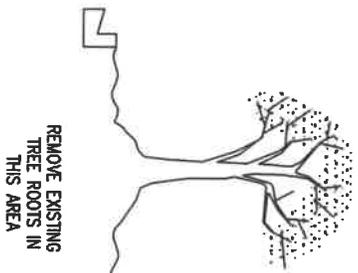
12" CURB/SIDEWALK DETAIL

NO SCALE



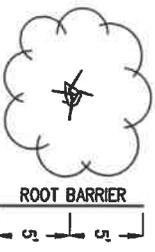
18" CURB/SIDEWALK DETAIL

NO SCALE



REMOVE EXISTING TREE ROOTS IN THIS AREA

24" DEEP TREE ROOT BARRIER INSTALLED 1' FROM EDGE OF SIDEWALK. ALL TREE ROOTS FROM ROOT BARRIER TO BACK OF WALK TO BE REMOVED.



INSTALL ROOT BARRIER 5' FROM CENTER OF TREE, EACH WAY

TREE ROOT BARRIER DETAIL

NO SCALE

DATE: 8/21/20
 DRAWN BY: BSW/STJ
 OCTAVIO HERRERA
 P.E. / 42807
 8/21/20



DETAILS
2019 KING CITY SIDEWALK
IMPROVEMENT PROJECT - PROJECT NO. 2019-01

CITY OF KING
 IN THE
 COUNTY OF SAN DIEGO
 CITY OF KING

HANNA-BRUNETTI
 CIVIL ENGINEER
 041, BISHOPS - LANDSCAPING
 CONSTRUCTION MANAGERS

CITY OF KING
 1111 N. GARDEN ST.
 KING, CA 92501

SHEET 47 OF 47
 JOB NO. 182710

CALIFORNIA
 SCALE: NONE

Bids will be received until 2:00 P.M.
On July 31, 2020
At the City Hall
King City, California

Engineer's Estimate of
Probable Cost: \$3,025,000

CONTRACT DOCUMENTS
FOR
2019 KING CITY SIDEWALK IMPROVEMENT PROJECT

KING CITY, CALIFORNIA
KC Job No 2020-01



Prepared by:

HANNA & BRUNETTI
Civil Engineers-Planners-Land Surveyors
7651 Egleberry Street 408-842-2173
Gilroy, CA 95020-5122 Fax 842-3662

January 2020

H&B Job No.
192110

Project Manager:
Octavio Hurtado, PE
831-386-5927



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INVITATION TO BID

2019 King City Sidewalk Improvement Project
City of King
County of Monterey

INVITATION TO BID

Sealed proposals for the 2019 King City Sidewalk Improvement Project addressed to 212 S. Vanderhurst, King City, CA 93930 will be received at the office of the City Manager, City of King, California until 2:00 P.M. local time on July 31, 2020 and then will be publicly opened and read. Any bids received after the time and date specified will not be considered.

In general, the work to be done in this project shall include, but is not limited to demolition, removal, grinding, offsite disposal, grading, compaction, repair, and/or construction, of aggregate base, asphalt concrete, concrete sidewalks, ramps and/or curb and gutter on residential streets within the City Limits.

The Contract Documents may be examined at City Hall, 212 S. Vanderhurst, King City, California, or purchased for \$75.00 per set (non-refundable) or \$85.00 per set (non-refundable) if mailed or sent by Federal Express. If any bidder desires delivery service by Federal Express, an account number for that bidder must be provided to the Owner.

Each Bid must be submitted on the prescribed form and accompanied by bid security executed on the prescribed form, payable to the City of King, California, in an amount not less than 10 percent of the amount bid.

The successful Bidder will be required to furnish the necessary additional bond(s) for the faithful performance of the Contract, as prescribed in the Contract Documents.

The Contractor may elect to receive 100 percent of payments due under the contract documents from time to time, without retention from any portion of the payment by the Owner in accordance with the provisions of Section 22300 of the Public Contract Code (previous Section 4590 of the California Government Code). Such securities, if deposited by the Contractor, shall be valued by the Owner, whose decision on valuation of the securities shall be final. Securities eligible for investment under this provision shall be limited to those listed in Section 22300 of the Public Contract Code and Section 16430 of the California Government Code.

In accordance with the provisions of California Public Contract Code Section 3300, the Owner has determined that the Contractor shall possess a valid Class A - General Engineering or Class C- 8 Specialty Contractor Licenses at the time that the Contract is awarded. Failure to possess the specified license shall render the bid as non-responsive and shall act as a bar to award of the Contract to any Bidder not possessing said license at the time of award.

Before a Contract will be awarded for the work contemplated herein, the Owner will conduct such investigation as is necessary to determine the performance record and ability of the apparent low Bidder to perform the size and type of work specified under this Contract. Upon request, the Bidder shall submit such information as deemed necessary by the Owner to evaluate the Bidder's qualifications.

The award will be made by the Owner on the basis of that Proposal from the lowest responsive, responsible Bidder which, in the Owner's sole and absolute judgment, will best serve the interest of the Owner.

The Owner reserves the right to accept or reject any or all Proposals, and to waive any informalities and irregularities in said Proposals.

The Owner has obtained from the Director of the Department of Industrial Relations the prevailing rate of per diem wages for workers to be used on the job. Copies are on file at the Owner's principal office, and are available to interested persons on request. The Contractor shall post a copy at the jobsite.

The right is reserved to reject all Bids or any Bid not conforming to the intent and purpose of the Contract Documents, and to postpone the award of the Contract for a period of time which, however, shall not extend beyond 60 days from the bid opening.

Dated this September 26, 2019

Steven Adams
City Manager

* * * * *

INSTRUCTIONS TO BIDDERS

2019 King City Sidewalk Improvement Project
City of King
County of Monterey

INSTRUCTIONS TO BIDDERS

1. CONTRACT DOCUMENTS

A. FORMAT

The Contract Documents are divided into parts, divisions, and sections for convenient organization and reference. Generally, there has been no attempt to divide the Specification sections into work performed by the various building trades, work by separate subcontractors, or work required for separate facilities in the project.

B. DOCUMENT INTERPRETATION

The separate sections contained within these Contract Documents are intended to be mutually cooperative and to provide all details reasonably required for the execution of the proposed work. Should there be any doubt as to the meaning or intent of said Contract Documents, the Bidder should request of the Engineer, in writing (at least 6 working days prior to bid opening) an interpretation thereof. Any interpretation or change in said Contract Documents will be made only in writing, in the form of Addenda to the Documents which will be furnished to all registered holders of Bidding Documents. Bidders shall submit with their PROPOSALS, or indicate receipt of, all Addenda. The Owner will not be responsible for any other explanation or interpretations of said Documents.

2. GENERAL DESCRIPTION OF THE PROJECT

A general description of the work to be done is contained in the Invitation to Bid. The scope is indicated on the accompanying Drawings and specified in applicable parts of these Contract Documents.

3. LICENSING REQUIREMENTS FOR CONTRACTORS

Bidders and their proposed subcontractors shall hold such licenses as may be required by the laws of the State for the performance of the work specified in the Contract Documents.

4. BIDDER'S UNDERSTANDING

Each Bidder must inform himself of the conditions relating to the execution of the work, and it is assumed that he will inspect the site and make himself thoroughly familiar with all the Contract Documents. Failure to do so will not relieve the successful Bidder of his obligation to enter into a Contract and complete the contemplated work in strict accordance with the Contract Documents. It shall be the Bidder's obligation to verify for himself and to his complete satisfaction all information concerning site and subsurface conditions.

The Owner has made available on the plans all information that he may have as to subsurface conditions and surface topography at the worksite. Investigations conducted by the Engineer of subsurface conditions were made for the purpose of study and design, and neither the Owner nor the Engineer assumes any responsibility whatever in respect to the sufficiency or accuracy of borings, or of the logs of test borings, or of other investigations that have been made, or of the interpretations made thereof, and there is no warranty or guarantee, either expressed or implied, that the conditions indicated by such investigations are representative of those existing throughout such area, or any part thereof, or that unforeseen developments may not occur.

The plans include outlines of the borings and the topographic maps showing surface topography at the worksite. Said outline of the data obtained by the engineer's investigations of surface and subsurface conditions that are made available shall not be considered a part of the Contract Documents, said logs representing only the opinion of the Engineer as to the character of the materials encountered by him in his investigations, and are available only for the convenience of the Bidders.

Information derived from inspection of borings, or pits, topographic maps, or from Drawings showing location of utilities and structures will not in any way relieve the Contractor from any risk, or from properly examining the site and making such additional investigations as he may elect, or from properly fulfilling all the terms of the Contract Documents.

Each Bidder shall inform himself of, and the Bidder awarded a Contract shall comply with, federal, state, and local laws, statutes, and ordinances relative to the execution of the work. This requirement includes, but is not limited to, applicable regulations concerning minimum wage rates, nondiscrimination in the employment of labor, protection of public and employee safety and health, environmental protection, the protection of natural resources, fire protection, burning and non-burning requirements, permits, fees, and similar subjects.

5. TYPE OF PROPOSAL

COMBINED UNIT PRICE-LUMP SUM

The Proposal for work is to be submitted on a combined unit price lump sum basis. Unit price or lump sum price amounts shall be submitted on all items of work set forth in the Proposal. All items required to complete the work specified or shown on the Drawings but not included in the Proposal shall be considered incidental to those set forth in the Proposal. The estimate of quantities of work to be done is tabulated in the Proposal and, although stated with as much accuracy as possible, is approximate only and is assumed solely for the basis of calculation upon which the award of Contract shall be made. Payment to the Contractor will be made on the measurement of work actually performed by the Contractor as specified in the Contract Documents. The total amount to be paid the Contractor for the lump sum work shall be the amount of the lump sum items in the Proposal as adjusted for additions or deletions resulting from Owner-authorized changes in the project.

6. PREPARATION OF PROPOSALS

All blank spaces in the Proposal form must be filled in, as required, in BLACK ink. All price information will be shown in both words and figures where required. No changes shall be made in the phraseology of the forms. Written amounts shall govern in case of discrepancy between the amounts stated in writing and the amounts stated in figures. In case of discrepancy between unit prices and totals, unit prices will prevail.

Any Proposal shall be deemed informal which contains omissions, erasures, alterations, or additions of any kind, or prices uncalled-for, or in which any of the prices are obviously unbalanced, or which in any manner shall fail to conform to the conditions of the published Invitation to Bid.

The Bidder shall sign his Proposal in the blank space provided therefor. If Bidder is a corporation, the legal name of the corporation shall be set forth above, together with the signature of the officer or officers authorized to sign Contracts on behalf of the corporation. If Bidder is a partnership, the true name of the firm shall be set forth above, together with the signature of the partner or partners authorized to sign Contracts in behalf of the partnership. If signature is by an agent, other than an officer of a corporation or a member of a partnership, a notarized power of-attorney must be on file with the Owner prior to opening of Proposals or submitted with the Proposal, otherwise the Proposal will be regarded as not properly authorized.

A. CHANGES IN QUANTITIES

The Owner also reserves the right to increase or decrease the amount of any contract item of work shown in the Proposal that may be deemed necessary, except that such increases or decreases in amounts shall not be more than 35 percent of the quantities shown on the Drawings and Specifications without a Change Order. If the total pay quantity of any item of work required under the Contract varies from the Drawings and Specifications by more than 35 percent, in the absence of an executed Change Order specifying the compensation to be paid, the compensation payable to the Contractor will be determined in accordance with the Standard Specifications, Sections 4-1.03B(1), 4-1.03B(2), or 4-1.03B(3), as the case may be.

7. SALES AND OTHER TAXES

All taxes, as required by the laws and statutes of the state and its political subdivisions, shall be paid by the Contractor. Prices quoted in the Proposal shall include all taxes, unless provision is made in the Proposal form to separately itemize the taxes.

8. COMPLIANCE WITH LABOR STANDARDS AND RATE OF WAGE REQUIREMENTS.

The work under this Contract is to be paid for by public funds; therefore, minimum prevailing wage rates published by the State Director of Industrial Relations are applicable. The Owner has obtained from the Director of Industrial Relations the Prevailing Wage Rates. Copies are on file at the office of the Owner and are available for review upon request.

The Owner does not guarantee that labor can be procured for the minimum wages shown on the referenced schedules.

The rates of wages listed are minimum only, below which the Contractor cannot pay, and they do not constitute a representation that labor can be procured for the minimum listed.

9. SUBMISSION OF PROPOSALS

All Proposals must be submitted not later than the time prescribed, at the place, and in the manner set forth in the Invitation to Bid. Proposals must be made on the Proposal forms provided herewith, and submitted intact with the volume of specifications containing the Bidding Requirements, Contract Forms, and Conditions of the Contract.

Each Proposal must be submitted in a sealed envelope, so marked as to indicate the Bidder's name and its contents without being opened, and addressed in conformance with the instructions in the Invitation to Bid.

10. NAMING OF SUBCONTRACTORS

Bidder shall submit with his Proposal the names and business addresses of each subcontractor who will perform work under this Contract in excess of 1/2 of 1 percent of the amount of the total Proposal, and shall list the portion of the work which will be done by such subcontractor. If the Bidder fails to specify a subcontractor for any portion of the work to be performed under the Contract, the Bidder agrees to perform that portion of the work himself, and further agrees that he is qualified to perform that portion of the work himself.

11. MODIFICATION OR WITHDRAWAL OF PROPOSALS

Prior to the time and date designated for receipt of Proposals, any Proposal submitted may be modified or withdrawn by notice to the party receiving Proposals at the place designated for receipt of Proposals. Such notice shall be in writing over the signature of the Bidder or by telegram. If by telegram, written confirmation over the signature of the Bidder shall be mailed and postmarked on or before the date and time set for receipt of Proposals, and it shall be so worded as not to reveal the amount of the original Proposal. No Proposal may be withdrawn after the time scheduled for opening of Proposals, unless the time specified in paragraph AWARD OF CONTRACT of these Instructions to Bidders shall have elapsed.

12. BID SECURITY

Proposals must be accompanied by a certified check, or cashier's check drawn on a bank in good standing, or a Bid Bond issued by a Surety authorized to issue such bonds in the State where the work is located, in an amount not less than 10 percent of the total amount of the Proposal submitted. This bid security shall be given as a guarantee that the Bidder will not withdraw his Proposal for a period of 60 days after bid opening, and that if awarded the Contract, the successful Bidder will execute the attached Contract and furnish a properly executed Performance Bond and Payment Bond in the full amount of the Contract price within the time specified.

The Attorney-in-Fact who executes this bond in behalf of the Surety must attach a notarized copy of his power-of-attorney as evidence of his authority to bind the Surety on the date of execution of the bond. Where State Statute requires, certification by a resident agent shall also be provided.

If the Bidder elects to furnish a Bid Bond, he shall use the Bid Bond form bound herewith, or one conforming substantially thereto in form and content.

13. RETURN OF BID SECURITY

Within 15 days after the award of the Contract, the Owner will return checks given as bid securities to Bidders whose Proposals are not to be further considered in awarding the Contract. Retained bid securities will be held until the Contract has been finally executed, after which all bid securities, other than Bidders' bonds and any guarantees which have been forfeited, will be returned.

14. AWARD OF CONTRACT

Within 30 calendar days after the opening of Proposals, the Owner will accept one of the Proposals or will act in accordance with BASIS OF AWARD, below. The acceptance of the Proposal will be by written notice of award, mailed to the office designated in the Proposal, or delivered to the Bidder's representative. In the event of failure of the lowest responsive, responsible Bidder to sign the Contract and provide an acceptable Performance Bond, Payment Bond, Maintenance and Warranty Bond, and insurance certificate(s), the Owner may award the Contract to the next lowest responsible Bidder. Such award, if made, will be made within 60 days after the opening of Proposals.

15. BASIS OF AWARD

The award will be made by the Owner on the basis of that Proposal from the lowest responsive, responsible Bidder which, in the Owner's sole and absolute judgment, will best serve the interest of the Owner.

The Owner reserves the right to accept or reject any or all Proposals, and to waive any informalities and irregularities in said Proposals.

If, at the time this Contract is to be awarded, the total of the lowest acceptable Proposal exceeds the funds then estimated by the Owner as available, the Owner may reject all Proposals or take such other action as best serves the Owner's interests.

16. EXECUTION OF CONTRACT

The successful Bidder shall, within 10 working days after receiving notice of award, sign and deliver to the Owner a Contract in the form hereto attached together with the acceptable bonds and insurance certificates as required in these Documents. Within 10 working days after receiving the signed Contract with acceptable bonds from the successful Bidder, the Owner's authorized agent will sign the Contract. Signature by both parties constitutes execution of the Contract.

17. CONTRACT BONDS

A. PERFORMANCE BOND

The successful Bidder shall file with the Owner, at the time of execution of the Contract, a Performance Bond on the form bound herewith in the full amount of the Contract, as security for the faithful performance of the Contract for the construction of the work, and to cover all guarantees against defective workmanship or materials, or both, for a period of 1 year after the date of the final acceptance of the work by the Owner.

B. PAYMENT BOND

The successful Bidder shall file with the Owner, at the time of execution of the Contract, a Payment Bond of the form bound herewith in the amount of 50 percent of the Contract, as security for the payment of all persons supplying labor and materials for the construction of the work.

C. POWER-OF-ATTORNEY

The Attorney-in-Fact (Resident Agent) who executes the Performance Bond or Payment Bond in behalf of the Surety must attach a notarized copy of his power-of-attorney as evidence of his authority to bind the Surety of the date of execution of the bonds.

D. SURETY

The Surety furnishing these bonds shall have a sound financial standing, have a record of service satisfactory to the Owner, and shall be authorized to do business in the state.

18. FAILURE TO EXECUTE CONTRACT AND FURNISH BOND

The Bidder who has a Contract awarded to him and who fails to promptly and properly execute the Contract or furnish the required Bonds shall forfeit the bid security that accompanied his bid, and the bid security shall be retained as liquidated damages by the Owner, and it is agreed that this said sum is a fair estimate of the amount of damages the Owner will sustain in case the Bidder fails to enter into a Contract or furnish the required Bonds. Bid security deposited in the form of cash, a certified check, or cashier's check shall be subject to the same requirement as a Bid Bond.

19. TIME OF COMPLETION

The time of completion of the work to be performed under this Contract is the essence of the Contract. Delays and extensions of time may be allowed in accordance with the provisions stated in the General Conditions. The time allowed for the completion of the work is stated in the Proposal. The penalty for not completing this project within said time limit is stated in the Proposal. The City of King may delay the construction of portions of the work as required to obtain/maintain access to the work site. Any delay required by the City in the construction of portions of the work may result in an extension in the Time of Completion, not to exceed the estimated time to complete the delayed portion of the work.

The contractor will not be compensated for said delay, or remobilization to perform any delayed work.

PROPOSAL

2019 King City Sidewalk Improvement Project
City of King
County of Monterey

PROPOSAL

To: _____

Address: _____

Project Title: 2019 King City Sidewalk Improvement Project

Bidder's person to contact for additional information on this Proposal:

Name: _____

Telephone: _____

BIDDER'S DECLARATION AND UNDERSTANDING

The undersigned, hereinafter called the Bidder, declares that the only persons or parties interested in this Proposal are those named herein, that this Proposal is, in all respects, fair and without fraud, that it is made without collusion with any official of the Owner, and that the Proposal is made without any connection or collusion with any person submitting another Proposal on this Contract.

The Bidder further agrees that he has exercised his own judgment regarding the interpretation of subsurface information and has utilized all data which he believes pertinent from the Engineer, Owner, and other sources in arriving at his conclusions.

The Bidder understands and agrees that if a Contract is awarded, the Owner may elect to award all schedules under one Contract, separately, or in any combination that best serves the interests of the Owner.

The Bidder further declares that he has carefully examined the Contract Documents for the construction of the project, that he has personally inspected the site, that he has satisfied himself as to the quantities involved, including materials and equipment, and conditions of work involved, including the fact that the description of the quantities of work and materials, as included herein, is brief and is intended only to indicate the general nature of the work and to identify the said quantities with the detailed requirements of the Contract Documents, and that this Proposal is made according to the provisions and under the terms of the Contract Documents, which Documents are hereby made a part of this Proposal.

CONTRACT EXECUTION AND BONDS

The Bidder agrees that if this Proposal is accepted, he will, within 10 days, not including Sundays and legal holidays, after notice of award, sign the Contract in the form annexed hereto, and will at that time, deliver to the Owner the Performance Bond and Payment Bond required herein, and will, to the extent of his bid, furnish all machinery, tools, apparatus, and other means of construction and do the work and furnish all the materials necessary to complete all work as specified or indicated in the Contract Documents.

CERTIFICATES OF INSURANCE

The Bidder further agrees to furnish the Owner, before commencing the work under this Contract, the certificates of insurance as specified in these Documents.

START OF CONSTRUCTION AND CONTRACT COMPLETION TIME

The Bidder further agrees to begin work within 10 calendar days after the date of the Notice to Proceed and to complete the construction, in all respects, within (200) working days after the date of the Notice to Proceed.

LIQUIDATED DAMAGES

In the event the Bidder is awarded the Contract and shall fail to complete the work within the time limit or extended time limit agreed upon, as more particularly set forth in the Contract Documents, liquidated damages shall be paid to the Owner at the rate of \$500 per day for all work awarded under one contract until the work shall have been satisfactorily completed as provided by the Contract Documents. Sundays and legal holidays shall be excluded in determining days in default.

ADDENDA

The Bidder, hereby acknowledges that he has received Addenda No's.

_____, _____, _____, _____, _____, _____, _____, _____.

(Bidder shall insert No. of each Addendum received) and agrees that all addenda issued are hereby made part of the Contract Documents, and the Bidder further agrees that his Proposal(s) includes all impacts resulting from said addenda.

SALES AND USE TAXES

The Bidder agrees that all sales and use taxes are included in the stated bid prices for the work, unless provision is made herein for the Bidder to separately itemize the estimated amount of sales tax.

COMBINED UNIT PRICE/LUMP SUM BID

The Bidder further proposes to accept as full payment for the unit price/lump sum work proposed herein the amounts computed under the provisions of the Contract Documents and based on the following unit price amounts, it being expressly understood that the unit prices are independent of the exact quantities involved. The Bidder agrees that the unit prices represent a true measure of the labor and materials required to perform the work, including all allowance for overhead and profit for each type and unit of work called for in these Contract Documents. The unit price amounts shall be shown in both words and figures. In case of a discrepancy, the unit price amount shown in words shall govern.

**2019 KING CITY SIDEWALK IMPROVEMENT PROJECT
 BASE BID
UNIT PRICE/LUMP SUM BID**

ITEM NO.	APPROXIMATE QUANTITY	ITEM WITH UNIT PRICES WRITTEN IN WORDS	UNIT PRICE	AMOUNT PRICE
1	1 JOB	Mobilization, Coordination and Notification of schools, post master and property owners , including but not limited to notification and coordination with schools, post master and property owners 48 hours <u>prior to</u> start of demolition/construction, and during construction or work along property frontage or relocating facilities, complete in place at, _____ _____ _____ per lump sum	_____	_____
2	1 JOB	Traffic Control , complete in place at, _____ _____ _____ per lump sum	_____	_____
3	1 JOB	Stormwater Protection , complete in place at, _____ _____ _____ per lump sum	_____	_____
4	70,000 SF	Demo for new Sidewalk , including but not limited to grinding, excavation, removal of existing concrete, fences, grass, shrubs, landscaping and their roots, over excavation, excavation to conform, import/export of dirt, offsite disposal, compaction of subgrade, furnishing sand as required to make grade, per City and Caltrans Standards, complete in place at, _____ _____ _____ per square foot	_____	_____
5	35,000 SF	Demo for new Driveway and Driveway Approach– 6” PCC over 4” CL 2 AB, per Plans and Construction Note 3 – including but not limited to grinding, excavation, removal of existing concrete, overexcavation, excavation to conform, offsite disposal, compaction of subgrade, furnish and installing class II aggregate base, per City and Caltrans Standards complete in place at, _____ _____ _____ per square foot	_____	_____
6	1,500 LF	Demo for new Curb and Gutter, per Plans and Construction Note 1 – including but not limited to, excavation, removal of existing concrete, overexcavation, excavation to conform, offsite disposal, compaction of subgrade, furnish and installing class II aggregate base, per City and Caltrans Standards complete in place at, _____ _____ _____ per lineal foot	_____	_____

7 20,700 SF **Demo for new Curb Ramps including adjacent curb and gutter – 4” PCC over 2” Sand, per Plans and Construction Note 5 thru 9 plus Note A** – including but not limited to grinding, saw cutting, demolition of existing PCC sidewalks, curb, gutter and pavement, excavation, overexcavation, excavation to conform, offsite disposal, compaction of subgrade, furnish and install sand and/or aggregate base, PCC curb, gutter and pavement to conform, wet set truncated domes per City and Caltrans Standards complete in place at,

_____ per square foot _____

8 100,000 SF **Furnish and Install Sidewalk - 4” PCC over 2” Sand, Width per Plans and Construction Note 2**– including but not limited to grinding, excavation, removal of existing fences, grass, shrubs, landscaping and their roots, over excavation, excavation to conform, import/export of dirt, offsite disposal, compaction of subgrade, furnishing sand as required to make grade, per City and Caltrans Standards, complete in place at,

_____ per square foot _____

9 35,000 SF **Furnish and Install Driveway and Driveway Approach– 6” PCC over 4” CL 2 AB, per Plans and Construction Note 3** – including but not limited to grinding, excavation, overexcavation, excavation to conform, offsite disposal, compaction of subgrade, furnish and installing class II aggregate base, per City and Caltrans Standards complete in place at,

_____ per square foot _____

10 1,500 LF **Furnish and Install City Standard Curb and Gutter, per Plans and Construction Note 1** – including but not limited to, excavation, overexcavation, excavation to conform, offsite disposal, compaction of subgrade, furnish and installing class II aggregate base, per City and Caltrans Standards complete in place at,

_____ per lineal foot _____

11 20,700 SF **Furnish and Install Curb Ramps including adjacent curb and gutter – 4” PCC over 2” Sand, per Plans and Construction Note 5 thru 9 plus Note A** – including but not limited to grinding, saw cutting, demolition of existing PCC sidewalks, curb, gutter and pavement, excavation, overexcavation, excavation to conform, offsite disposal, compaction of subgrade, furnish and install sand and/or aggregate base, PCC curb, gutter and pavement to conform, wet set truncated domes per City and Caltrans Standards complete in place at,

_____ per square foot _____

12 1000 LF **Furnish and Install 6” PCC Curb along back of sidewalk, per Plans and details** – including but not limited to, excavation, overexcavation, excavation to conform, compaction of subgrade, furnish and installing sand, per City and Caltrans Standards complete in place at,

_____ per lineal foot _____

13 800 LF **Furnish and Install 12" PCC Curb along back of sidewalk, per Plans and details – including but not limited to, excavation, overexcavation, excavation to conform, compaction of subgrade, furnish and installing rebar and sand, per City and Caltrans Standards complete in place at,**

_____ per lineal foot _____

14 3000 SF **Furnish and Install 6" PCC Vee gutter per City Standard Details – including but not limited to, excavation, overexcavation, excavation to conform, compaction of subgrade, furnish and installing rebar and sand, per City and Caltrans Standards complete in place at,**

_____ per lineal foot _____

15 10,490 SF **Furnish and Install Full Depth AC Patch 3" thick minimum at sawcut per plans and construction note 4– including but not limited to, saw cutting of existing AC or PCC, demolition, grinding of existing AC or PCC, excavation, overexcavation, offsite disposal, compaction of subgrade, furnishing class II aggregate base as required to make grade, compaction of aggregate base and asphalt concrete in lifts per City and Caltrans Standards, complete in place at,**

_____ per square foot _____

16 50 EA **Tree Removal, complete – including but not limited to tree root removal, excavation, overexcavation, excavation to conform, offsite disposal per City and Caltrans Standards complete in place at,**

_____ per each _____

17 50 EA **Furnish and Install Tree Root Barrier, per Plans, Detail on Sheet 32 and specifications – including but not limited to tree root removal, excavation, overexcavation, excavation to conform, offsite disposal per City and Caltrans Standards complete in place at,**

_____ per each _____

TOTAL PROPOSAL - BASE BID UNIT PRICE ITEMS 1 THROUGH 17 \$ _____

*

ADD ALTERNATE A

ITEM NO.	APPROXIMATE QUANTITY	ITEM WITH UNIT PRICES WRITTEN IN WORDS	UNIT PRICE	AMOUNT PRICE
1	70,000 SF	Demo for new Sidewalk , including but not limited to grinding, excavation, removal of existing concrete, fences, grass, shrubs, landscaping and their roots, over excavation, excavation to conform, import/export of dirt, offsite disposal, compaction of subgrade, furnishing sand as required to make grade, per City and Caltrans Standards, complete in place at, _____ per square foot	_____	_____
2	35,000 SF	Demo for new Driveway and Driveway Approach– 6” PCC over 4” CL 2 AB, per Plans and Construction Note 3 – including but not limited to grinding, excavation, removal of existing concrete, overexcavation, excavation to conform, offsite disposal, compaction of subgrade, furnish and installing class II aggregate base, per City and Caltrans Standards complete in place at, _____ per square foot	_____	_____
3	1,500 LF	Demo for new Curb and Gutter, per Plans and Construction Note 1 – including but not limited to, excavation, removal of existing concrete, overexcavation, excavation to conform, offsite disposal, compaction of subgrade, furnish and installing class II aggregate base, per City and Caltrans Standards complete in place at, _____ per lineal foot	_____	_____
4	20,700 SF	Demo for new Curb Ramps including adjacent curb and gutter – 4” PCC over 2” Sand, per Plans and Construction Note 5 thru 9 plus Note A – including but not limited to grinding, saw cutting, demolition of existing PCC sidewalks, curb, gutter and pavement, excavation, overexcavation, excavation to conform, offsite disposal, compaction of subgrade, furnish and install sand and/or aggregate base, PCC curb, gutter and pavement to conform, wet set truncated domes per City and Caltrans Standards complete in place at, _____ per square foot	_____	_____
5	100,000 SF	Furnish and Install Sidewalk - 4” PCC over 2” Sand, Width per Plans and Construction Note 2 – including but not limited to grinding, excavation, removal of existing fences, grass, shrubs, landscaping and their roots, over excavation, excavation to conform, import/export of dirt, offsite disposal, compaction of subgrade, furnishing sand as required to make grade, per City and Caltrans Standards, complete in place at, _____	_____	_____

_____ per square foot _____

6 35,000 SF **Furnish and Install Driveway and Driveway Approach– 6” PCC over 4” CL 2 AB, per Plans and Construction Note 3** – including but not limited to grinding, excavation, overexcavation, excavation to conform, offsite disposal, compaction of subgrade, furnish and installing class II aggregate base, per City and Caltrans Standards complete in place at,

_____ per square foot _____

7 1,500 LF **Furnish and Install City Standard Curb and Gutter, per Plans and Construction Note 1** – including but not limited to, excavation, overexcavation, excavation to conform, offsite disposal, compaction of subgrade, furnish and installing class II aggregate base, per City and Caltrans Standards complete in place at,

_____ per lineal foot _____

8 20,700 SF **Furnish and Install Curb Ramps including adjacent curb and gutter – 4” PCC over 2” Sand, per Plans and Construction Note 5 thru 9 plus Note A** – including but not limited to grinding, saw cutting, demolition of existing PCC sidewalks, curb, gutter and pavement, excavation, overexcavation, excavation to conform, offsite disposal, compaction of subgrade, furnish and install sand and/or aggregate base, PCC curb, gutter and pavement to conform, wet set truncated domes per City and Caltrans Standards complete in place at,

_____ per square foot _____

9 1000 LF **Furnish and Install 6” PCC Curb along back of sidewalk, per Plans and details** – including but not limited to, excavation, overexcavation, excavation to conform, compaction of subgrade, furnish and installing sand, per City and Caltrans Standards complete in place at,

_____ per lineal foot _____

10 800 LF **Furnish and Install 12” PCC Curb along back of sidewalk, per Plans and details** – including but not limited to, excavation, overexcavation, excavation to conform, compaction of subgrade, furnish and installing rebar and sand, per City and Caltrans Standards complete in place at,

_____ per lineal foot _____

11 3000 SF **Furnish and Install 6” PCC Vee gutter per City Standard Details** – including but not limited to, excavation, overexcavation, excavation to conform, compaction of subgrade, furnish and installing rebar and sand, per City and Caltrans Standards complete in place at,

_____ per lineal foot _____

12 10,490 SF **Furnish and Install Full Depth AC Patch 3” thick minimum at sawcut per plans and construction note 4**– including but not limited to, saw cutting of existing AC or PCC, demolition, grinding of existing AC or PCC, excavation, overexcavation, offsite disposal, compaction of subgrade, furnishing class II aggregate base as required to make grade, compaction of aggregate base and asphalt concrete in lifts per City and Caltrans Standards, complete in place at,

_____ per square foot _____

13 50 EA **Tree Removal, complete** – including but not limited to tree root removal, excavation, overexcavation, excavation to conform, offsite disposal per City and Caltrans Standards complete in place at,

_____ per each _____

14 50 EA **Furnish and Install Tree Root Barrier, per Plans, Detail on Sheet 32 and specifications** – including but not limited to tree root removal, excavation, overexcavation, excavation to conform, offsite disposal per City and Caltrans Standards complete in place at,

_____ per each _____

TOTAL PROPOSAL - BID ALTERNATE A UNIT PRICE ITEMS 1 THROUGH 14 \$ _____

*

BID SUMMARY BID OPTIONS

BASE BID

TOTAL PROPOSAL - BASE BID UNIT PRICE ITEMS 1 THROUGH 17 \$ _____

ADD ALTERNATE A

TOTAL PROPOSAL - ADD ALT A UNIT PRICE ITEMS 1 THROUGH 14 \$ _____

+++++

The owner may award none of the Bid Options,
any one bid option, any combination, or all of the above Bid Options.

STATEMENT OF EXPERIENCE OF BIDDERS

The Bidder is requested to state below what project of similar magnitude or character the Bidder has completed. Include references with the name and telephone number of a contact person. This statement of experience will enable the City Council to evaluate the Bidder's experience, skill, business standing and ability to conduct the proposed project as rapidly and completely as required under the terms of the Contract.

Project: _____

Agency/Owner: _____

Street

City State Zip

Name of Contact Person: _____ / _____
Telephone No./ Fax No.

Project: _____

Agency/Owner: _____

Street

City State Zip

Name of Contact Person: _____ / _____
Telephone No./ Fax No.

Project: _____

Agency/Owner: _____

Street

City State Zip

Name of Contact Person: _____ / _____
Telephone No./ Fax No.

Project: _____

Agency/Owner: _____

Street

City State Zip

Name of Contact Person: _____ / _____
Telephone No./ Fax No.

(Note: Attach additional sheets if required.)

LISTING OF SUBCONTRACTORS

As required under the provisions of Section 4104 et seq. of the California Public Contract Code, any person making a bid or offer to perform the work, shall in his or her bid or offer, set forth: (a) The name and location of the place of business of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement, or a subcontractor licensed by the State of California who, under subcontract to the primary contractor specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of 1 percent of the prime contractor's total bid; (b) The portion of the work which will be done by each such subcontractor under this act. The prime contractor shall list only one subcontractor for each such portion as defined by the prime contractor in his or her bid.

SUBCONTRACTORS

The Bidder further proposes that the following subcontracting firms or businesses will be awarded subcontracts in the event that the Bidder is awarded the Contract:

Name Phone/Fax

_____, _____, _____
Street City State/Zip

Portion of Work: _____

Name Phone/Fax

_____, _____, _____
Street City State/Zip

Portion of Work: _____

Name Phone/Fax

_____, _____, _____
Street City State/Zip

Portion of Work: _____

Name Phone/Fax

_____, _____, _____
Street City State/Zip

Portion of Work: _____

Name Phone/Fax

_____, _____, _____
Street City State/Zip

Portion of Work: _____

Name Phone/Fax

_____, _____, _____
Street City State/Zip

Portion of Work: _____

Name Phone/Fax

_____, _____, _____
Street City State/Zip

Portion of Work: _____

Name Phone/Fax

_____, _____, _____
Street City State/Zip

Portion of Work: _____

Name Phone/Fax

_____, _____, _____
Street City State/Zip

Portion of Work: _____

Name _____ Phone/Fax _____
Street _____, City _____, State/Zip _____
Portion of Work: _____

Name _____ Phone/Fax _____
Street _____, City _____, State/Zip _____
Portion of Work: _____

Name _____ Phone/Fax _____
Street _____, City _____, State/Zip _____
Portion of Work: _____

(Note: Attach additional sheets as required.)

SURETY

If the Bidder is awarded a construction Contract on this Proposal, the Surety who provides the Performance Bond and Payment Bond will be

_____ whose address is

Street _____, City _____, State _____ Zip _____

BIDDER

The name of the Bidder submitting this Proposal is _____

_____ doing business at

Street _____, City _____, State _____ Zip _____

which is the address to which all communications concerned with this Proposal and with the Contract shall be sent.

The names of the principal officers of the corporation submitting this Proposal, or of the partnership, or of all persons interested in this Proposal as principals are as follows:

If Sole Proprietor or Partnership

IN WITNESS hereto the undersigned has set his (its) hand this _____ day of

_____, 20____.

Signature of Bidder

Title

If Corporation

IN WITNESS WHEREOF the undersigned corporation has caused this instrument to be executed and its seal affixed by its duly authorized officers this _____ day of _____, 20____.

(SEAL)

Name of Corporation

By _____

Title _____

Attest _____
Secretary

CONTRACT

2019 King City Sidewalk Improvement Project
City of King
County of Monterey

(City will provide Standard Contract Agreement as approved by City Attorney)

CONTRACT

This Contract, made and entered into this _____ day of _____, 20____, by and between the City of King, a municipal corporation, hereinafter called

the "Owner", and of _____,

hereinafter called the "Contractor";

WITNESSETH:

The Contractor, in consideration of the sum to be paid him by the Owner and of the covenants and agreements herein contained, hereby agrees at his own proper cost and expense to do all the work and furnish all the materials, tools, labor, and all appliances, machinery, and appurtenances for 2019 King City Sidewalk Improvement Project to the extent of the Proposal, made by the Contractor, dated the _____ day of _____, 2020, all in full compliance with the Contract Documents referred to herein.

The BIDDING REQUIREMENTS, including the signed copy of the PROPOSAL, the CONTRACT FORMS, the CONDITIONS OF THE CONTRACT, the SPECIFICATIONS, and the DRAWINGS, entitled 2019 King City Sidewalk Improvement Project, dated January 2020 are hereby referred to and by reference made a part of this Contract as fully and completely as if the same were fully set forth herein and are mutually cooperative therewith.

In consideration of the performance of the work as set forth in these Contract Documents, the Owner agrees to pay to the Contractor the amount bid in the Proposal as adjusted in accordance with the Contract Documents, or as otherwise herein provided, and to make such payments in the manner and at the times provided in the Contract Documents.

The Contractor may elect to receive 100 percent of payments due under the contract documents from time to time, without retention from any portion of the payment by the Owner in accordance with the provisions of Section 22300 of the Public Contract Code (previous Section 4590 of the California Government Code). Such securities, if deposited by the Contractor, shall be valued by the Owner, whose decision on valuation of the securities shall be final. Securities eligible for investment under this provision shall be limited to those listed in Section 22300 of the Public Contract Code and Section 16430 of the California Government Code.

The Contractor agrees to complete the work within the time specified herein and to accept as full payment hereunder the amounts computed as determined by the Contract Documents and based on the said Proposal.

The Contractor agrees to remedy all defects appearing in the work or developing in the materials furnished and the workmanship performed under this Contract for a period of 1 year after the date of acceptance of the work by the Owner, and further agrees to indemnify and save the Owner harmless from any costs encountered in remedying such defects.

It is agreed the time limit for completion of the Contract, based upon the Proposal shall be the _____ day of _____, 2020.

In the event that the Contractor shall fail to complete the work within the time limit or the extended time limit agreed upon, as more particularly set forth in the Contract Documents, liquidated damages shall be paid at the rate of \$500 per day. Sundays and legal holidays shall be excluded in determining days in default.

IN WITNESS WHEREOF, we, the parties hereto, each herewith subscribe the same this _____ day of _____, 2020.

OWNER:

CONTRACTOR:

By: _____

By: _____

Title

Title

Company Name

Contractor's License No.

APPROVED AS TO FORM

Attorney for Owner

ATTESTED:

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

Contractor

GENERAL CONDITIONS

GENERAL CONDITIONS

These General Conditions contain contractual-legal Articles that establish the requirements and conditions governing responsibility, policy, and procedures that apply during the construction and warranty period. This part of the Contract Documents is preprinted. Any modifications to the following Articles that are special to the project under consideration will be made in the Supplementary Conditions. Requirements and conditions that have special significance to the Contract for the contemplated work on this project are as set forth in the remaining sections of these Contract Documents.

DEFINITIONS

Wherever in the Contract Documents the following terms are used, the intent and meaning shall be interpreted as follows:

1. AS APPROVED

The words "as approved", unless otherwise qualified, shall be understood to be followed by the words "by the Engineer".

2. AS SHOWN, AND AS INDICATED

The words "as shown" and "as indicated" shall be understood to be followed by the words "on the Drawings".

3. BIDDER

The person or persons, partnership, firm, or corporation submitting a Proposal for the work contemplated.

4. CONTRACT

The "Contract" is the written agreement covering the performance of the work and the furnishing of labor, materials, incidental services, tools, and equipment in the construction of the work. It includes supplemental agreements amending or extending the work contemplated and which may be required to complete the work in a substantial and acceptable manner. Supplemental agreements are written agreements covering alterations, amendments, or extensions to the Contract and include Contract Change Orders.

5. CONTRACT DOCUMENTS

The "Contract Documents" consist of the Bidding Requirements, Contract forms, Conditions of the Contract, the Specifications, and the Drawings, including all modifications thereof incorporated into the Documents before their execution, and including all other requirements incorporated by specific reference thereto. These form the Contract.

6. CONTRACTOR

The person or persons, partnership, firm, or corporation who enters into the Contract awarded him by the Owner.

7. DAYS

Unless otherwise specifically stated, the terms "days" will be understood to mean calendar days.

8. DRAWINGS

The term "Drawings" refers to the official Drawings, profiles, cross sections, elevations, details, and other working drawings and supplementary drawings, or reproductions thereof, signed by the Engineer, which show the locations, character, dimensions, and details of the work to be performed. Drawings may either be bound in the same book as the balance of the Contract Documents or bound in separate sets, and are a part of the Contract Documents, regardless of the method of binding.

9. ENGINEER

The person or organization identified as such in the Contract Documents. The term "Engineer" means the Engineer or his authorized representative.

10. NOTICE

The term "notice" or the requirement to notify, as used in the Contract Documents or applicable state or federal statutes, shall signify a written communications delivered in person or by certified or registered mail to the individual, or to a member of the firm, or to an officer of the corporation for whom it is intended. Certified or registered mail shall be addressed to the last business address known to him who gives the notice.

11. OR EQUIVALENT

The term "or equivalent" shall be understood to indicate that the "equivalent" product is the same or better than the product named in function, performance, reliability, quality, and general configuration. Determination of equality in reference to the project design requirements will be made by the Engineer. Such "equivalent" products shall not be purchased or installed by the Contractor without the Engineer's written approval.

12. OWNER

The person, organization, or public body identified as such in the Contract Documents.

13. PLANS (See DRAWINGS)

14. SPECIFICATIONS

The term "Specifications" refers to the terms, provisions, and requirements contained herein. Where standard specifications, such as those of ASTM, AASHTO, etc., have been referred to, the applicable portions of such standard specifications shall become a part of these Contract Documents.

15. SUBSTANTIAL COMPLETION

"Substantial completion" shall be that degree of completion of the project or a defined portion of the project, sufficient to provide the Owner, at his discretion, the full-time use of the project or defined portion of the project for the purposes for which it was intended.

16. WORK

The word "work" within these Contract Documents shall include all material, labor, tools, and all appliances, machinery, transportation, and appurtenances necessary to perform and complete the Contract, and such additional items not specifically indicated or described which can be reasonably inferred as belonging to the item described or indicated and as required by good practice to provide a complete and satisfactory system or structure. As used herein, "provide" shall be understood to mean "provide complete in-place", that is, "furnish and install".

CONTRACT DOCUMENTS

17. INTENT OF CONTRACT DOCUMENTS

The Contract Documents are complementary, and what is called for by one shall be as binding as if called for by all. The intent of the Documents is to include all work (except specific items to be furnished by the Owner) necessary for completion of the Contract. Materials or worked described in words which so applied have a wellknown technical and trade meaning shall be held to refer to such recognized standards.

18. DISCREPANCIES AND OMISSIONS

Any discrepancies or omissions found in the Contract Documents shall be reported to the Engineer immediately. The Engineer will clarify discrepancies or omissions, in writing, within a reasonable time. In resolving inconsistencies among two or more sections of the Contract Documents, precedence shall be given in the following order:

- A. CONTRACT
- B. SUPPLEMENTARY CONDITIONS
- C. INSTRUCTIONS TO BIDDERS
- D. GENERAL CONDITIONS
- E. SPECIFICATIONS
- F. DRAWINGS

Figure dimensions on Drawings shall take precedence over scale dimensions; detailed Drawings shall take precedence over general Drawings.

19. ALTERATIONS

The Owner, without invalidating the Contract, may order changes in the work within the general scope of the Contract by altering, adding to, or deducting from the work, the Contract being adjusted accordingly. All such work shall be executed under the conditions of the original Contract, except as specifically adjusted at the time of ordering such change.

In giving instructions, the Engineer may order minor changes in the work not involving extra cost and not inconsistent with the purposes of the project, but otherwise, except in an emergency endangering life or property, additions or deductions from the work shall be performed only in pursuance of an approved Change Order from the Owner, signed or countersigned by the Engineer, or a Change Order

from the Engineer stating that the Owner has authorized the deduction, addition, or change, and no claim for additional payment shall be valid unless so ordered.

If the work is reduced by alterations, such actions shall not constitute a claim for damages based on loss of anticipated profits.

20. VERIFICATION OF CONTRACT DOCUMENTS

The Contractor shall thoroughly examine and become familiar with all of the various parts of these Contract Documents and determine the nature and location of the work, the general and local conditions, and all other matters which can in any way affect the work under this Contract. Failure to make an examination necessary for this determination shall not release the Contractor from the obligations of this Contract. The Contractor warrants that no verbal agreement or conversation with any officer, agent, or employee of the Owner, or with the Engineer either before or after the execution of this Contract, has affected or modified any of the terms or obligations herein contained.

21. DOCUMENTS TO BE KEPT ON THE JOBSITE

The Contractor shall keep one copy of the Contract Documents on the jobsite, in good order, available to the Engineer and to his representatives.

22. ADDITIONAL CONTRACT DOCUMENTS

The Engineer will furnish to the Contractor on request and free of charge, six copies of the Contract Documents and six sets of fullsize Drawings. Additional copies of Contract Documents or Drawings may be obtained on request by paying the actual cost of reproducing the Contract Documents or Drawings.

23. OWNERSHIP OF DRAWINGS

All Drawings, Plans, Specifications, and copies thereof furnished by the Engineer are his property. They are not to be used on other work and, with the exception of the signed Contract set, are to be returned to him on request at the completion of the work. Any reuse of these materials without specific written verification or adaptation by the Engineer will be at the risk of the user and without liability or legal expense to the Engineer.

THE ENGINEER

24. AUTHORITY OF THE ENGINEER

The Engineer shall be the Owner's representative during the construction period. His authority and responsibility shall be limited to the provisions set forth in these Contract Documents. The Engineer shall have the authority to reject work and materials whenever such rejection may be necessary to ensure execution of the Contract in accordance with the intent of the Contract Documents.

25. DUTIES AND RESPONSIBILITIES OF THE ENGINEER

The Engineer will make periodic visits to the site of the project to observe the progress and quality of the work and to determine, in general, if the work is proceeding in accordance with the intent of the Contract Documents. He shall not be required to make comprehensive or continuous inspections to check quality or quantity of the work, and he shall not be responsible for construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the work. Visits and observations made by the Engineer shall not relieve the Contractor of his obligation to conduct comprehensive inspections of the work and to furnish materials and perform acceptable work, and to provide adequate safety precautions, in conformance with the intent of the Contract.

The Engineer will make decisions, in writing, on all claims of the Owner or the Contractor arising from interpretation or execution of the Contract Documents. Such decisions shall be necessary before the Contractor can receive additional money under the terms of the Contract. Changes in work ordered by the Engineer will be made in compliance with Article ALTERATIONS.

One or more inspectors may be assigned to observe the work and to act in matters of construction under this Contract. It is understood that such inspectors shall have the power to issue instructions and make decisions within the limitations of the authority of the Engineer. Such inspection shall not relieve the Contractor of his obligations to conduct comprehensive inspections of the work and to furnish materials and perform acceptable work, and to provide adequate safety precautions, in conformance with the intent of the Contract.

26. REJECTED MATERIAL

Any material condemned or rejected by the Engineer or his authorized inspector because of nonconformity with the Contract Documents shall be removed at once from the vicinity of the work by the Contractor at his own expense, and the same shall not be used on the work.

27. UNNOTICED DEFECTS

Any defective work or material that may be discovered by the Engineer before the final acceptance of work, or before final payment has been made, or during the guarantee period, shall be removed and replaced by work and materials which shall conform to the provisions of the Contract Documents. Failure on the part of the Engineer to condemn or reject bad or inferior work or materials shall not be construed to imply acceptance of such work or materials. The Owner shall reserve and retain all of its rights and remedies at law against the Contractors and its Surety for correction of any and all latent defects discovered after the guarantee period.

28. RIGHT TO RETAIN IMPERFECT WORK

If any part or portion of the work done or materials furnished under this Contract shall prove defective and not in accordance with the Drawings and Specifications, and if the imperfection in the same shall not be of sufficient magnitude or importance as to make the work dangerous or unsuitable, or if the removal of such work will create conditions which are dangerous or undesirable, the Owner shall have the right and authority to retain such work but shall make such deductions in the final payment therefore as may be just and reasonable.

29. LINES AND GRADES

Lines and grades shall be established as provided in the Supplementary Conditions. All stakes, marks, and other information shall be carefully preserved by the Contractor, and in case of their careless or unnecessary destruction or removal by him or his employees, such stakes, marks, and other information will be replaced by the Engineer at the Contractor's expense.

30. SHOP DRAWING SUBMITTAL PROCEDURE

The Contractor shall submit, in quintuplicate, to the Engineer for his review, such shop drawings, electrical diagrams, and catalog cuts for fabricated items and manufactured items (including mechanical and electrical equipment) required for the construction. Shop drawings shall be submitted in sufficient time to allow the Engineer not less than 20 regular working days for examining the shop drawings.

These shop drawings shall be accurate, distinct, and complete, and shall contain all required information, including satisfactory identification of items, units, and assemblies in relation to the Contract Drawings and Specifications.

Unless otherwise approved by the Engineer, shop drawings shall be submitted only by the Contractor, who shall indicate by a signed stamp on the shop drawings, or other approved means, that he (the Contractor) has checked the shop drawings, and that the work shown is in accordance with Contract requirements and has been checked for dimensions and relationship with work of all other trades involved.

The practice of submitting incomplete or unchecked shop drawings for the Engineer to correct or finish will not be acceptable, and shop drawings which, in the opinion of the Engineer, clearly indicate that they have not been checked by the Contractor will be considered as not complying with the intent of the Contract Documents and will be returned to the Contractor for resubmittal in the proper form.

When the shop drawings have been reviewed by the Engineer, two sets of submittals will be returned to the Contractor appropriately stamped. If major changes or corrections are necessary, the shop drawing may be rejected and one set will be returned to the Contractor with such changes or corrections indicated, and the Contractor shall correct and resubmit the shop drawings in quadruplicate, unless otherwise directed by the Engineer. No changes shall be made by the Contractor to resubmitted shop drawings other than those changes indicated by the Engineer, unless such changes are clearly described in a letter accompanying the resubmitted shop drawings.

The review of such shop drawings and catalog cuts by the Engineer shall not relieve the Contractor from responsibility for correctness of dimensions, fabrication details, and space requirements, or for deviations from the Contract Drawings or Specifications, unless the Contractor has called attention to such deviations in writing by a letter accompanying the shop drawings and the Engineer approves the change or deviation in writing at the time of submission; nor shall review by the Engineer relieve the Contractor from the responsibility for errors in the shop drawings. When the Contractor does call such deviations to the attention of the Engineer, the Contractor shall state in his letter whether or not such deviations involve any deduction or extra cost adjustment.

31. DETAIL DRAWINGS AND INSTRUCTIONS

The Engineer will furnish, with reasonable promptness, additional instructions by means of Drawings or otherwise, if, in the Engineer's opinion, such are required for the proper execution of the work. All such Drawings and instructions will be consistent with the Contract Documents, true developments thereof, and reasonable inferable therefrom.

THE CONTRACTOR AND HIS EMPLOYEES

32. CONTRACTOR, AN INDEPENDENT AGENT

The Contractor shall perform all work under this Contract as an Independent Agent and shall not be considered as an agent of the Owner, nor shall the Contractor's subcontractors or employees be subagents of the Owner.

33. SUBCONTRACTING

The Contractor shall not employ any subcontractors that are not properly licensed. Changes of subcontractors listed with the Proposal shall be made only with the approval of the Owner.

The Contractor agrees that he is as fully responsible to the Owner for the acts and omissions of his subcontractors and of persons either directly or indirectly employed by them as he is for the acts and omissions of persons directly employed by him.

Nothing contained in the Contract Documents shall create any contractual relation between any subcontractor and the Owner.

34. INSURANCE AND LIABILITY

A. GENERAL

The Contractor shall provide (from insurance companies acceptable to the Owner) the insurance coverage designated hereinafter and pay all costs.

Before commencing work under this Contract, Contractor shall furnish the Owner with certificates of insurance specified herein showing the type, amount, class of operations covered, effective dates, and date of expiration of policies, and containing substantially the following statement:

"The insurance covered by this certificate will not be cancelled or materially altered, except after 30 days' written notice has been received by the Owner."

In case of the breach of any provision of this Article, the Owner, at his option, may take out and maintain, at the expense of the Contractor, such insurance as the Owner may deem proper and may deduct the cost of such insurance from any monies which may be due or become due the Contractor under this Contract.

B. WORKERS' COMPENSATION INSURANCE

In accordance with the provisions of Section 1860 of the California Labor Code, the Contractor and all subcontractors shall have for the period of the Contract full Industrial Compensation Insurance coverage for all persons whom they employ or may employ in carrying out the work under this Contract. This insurance shall be in strict accordance with the provisions of Section 3700 of the California Labor Code relating to Workers' Compensation Insurance coverage. Insurance coverage provided for longshoremen and harbor workers shall also comply with the United States Longshoremen's and Harbor Workers' Act and any other applicable federal laws.

C. GENERAL LIABILITY INSURANCE (INCLUDING AUTOMOBILE)

The Contractor shall maintain during the life of this Contract such general liability and automobile liability insurance as will provide coverage for claims for damages for personal injury, including accidental death, as well as for claims for property damage, which may arise directly or indirectly from performance of the work under this Contract. Coverage for property damage shall be on a "broad form" basis. Amount of insurance to be provided shall be not less than \$500,000 combined single limits or not less than \$500,000 for bodily injury for each occurrence, with coverage for property damage not less than \$250,000, plus umbrella excess liability for the general liability and automobile liability insurance in an amount not less than \$1,000,000 per occurrence in excess of the above-stated primary limits.

In the event any work under this Contract is performed by a subcontractor, the Contractor shall be responsible for any liability directly or indirectly arising out of the work performed

under this Contract by a subcontractor, which liability is not covered by the subcontractor's insurance.

The Contractor's and any subcontractor's general liability and automobile liability insurance policies shall include the Owner and Engineer, their officers, agents, and employees as additional insureds for any claims arising out of work performed under this Contract.

D. BUILDERS RISK ALL RISK INSURANCE

Unless otherwise modified in the Supplementary Conditions, the Contractor shall secure and maintain during the life of this Contract, Builders Risk All Risk Insurance coverage for 100 percent of the Contract amount. Such insurance shall exclude coverage for damages which have been solely caused by "acts of God", in excess of 5 percent of the Contract amount, as such acts are defined in Section 4151 of the California Government Code, as amended. Such insurance shall not exclude coverage for damages caused by earthquake of a magnitude less than that defined in said Section 4151 as an "act of God", and shall not exclude coverage for damages caused by landslide, flood, collapse, or less caused by the results of faulty workmanship. Such insurance shall provide for losses to be paid the Contractor and the Owner as their interests may appear. Such insurance may have a deductible clause not to exceed \$500, except that the deductible on earthquake may be in accordance with the Underwriter's requirements, provided that it does not exceed 2 percent of the amount of risk at the time of loss. Any loss not covered because of the deductible clause shall be borne by the Contractor.

E. INSURANCE COVERAGE FOR SPECIAL CONDITIONS

When the construction is to be accomplished within a public or private right-of-way requiring special insurance coverage, the Contractor shall conform to the particular requirements and provide the required insurance. The Contractor shall include in his liability policy all endorsements that the said authority may require for the protection of the authority, its officers, agents, and employees. Insurance coverage for special conditions, when required, shall be provided as set forth in the Supplementary Conditions.

F. NO PERSONAL LIABILITY OF PUBLIC OFFICIALS

In carrying out any of the provisions hereof in exercising any authority granted by the Contract, there will be no personal liability upon any public official.

35. INDEMNITY

The Contractor shall indemnify and hold harmless the Owner, the Engineer, and their agents and employees from and against all claims, damages, losses, and expenses including attorneys' fees arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease, or death, or to injury or to destruction of tangible property (other than the work itself), including the loss of use resulting therefrom, and (2) is caused in whole or in part by any act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, provided that such claims, damages, losses, and expenses are not solely caused by the negligence of any indemnitee in the design, or by the sole negligence of any indemnitee in the inspection of the work that is the subject of this construction Contract.

If any and all claims against the Owner, the Engineer, or any of their agents or employees by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts under this Article shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or any subcontractor under Workmen's Compensation Acts, Disability Benefit Acts, or other Employee Benefit Acts.

The obligation of the Contractor under this Article shall not extend to the liability of the Engineer and his agents or employees arising out of the preparation or approval of maps, drawings, opinions, reports, surveys, Change Orders, designs, or Specifications.

36. TAXES AND CHARGES

The Contractor shall pay all state and local sales and use taxes on items, and in a manner as required by the laws and statutes of the State of California and its political subdivisions. The Contractor shall withhold and pay any and all withholding taxes, whether State or Federal, and pay all Social Security charges and also all State Unemployment Compensation charges, and pay or cause to be withheld, as the case may be, any and all taxes, charges, or fees, or sums whatsoever, which are now or may hereafter be required to be paid or withheld under any laws.

37. ORDINANCES, PERMITS, AND LICENSES

The Contractor shall keep himself fully informed of all local ordinances, as well as state and federal laws, which in any manner affect the work herein specified. The Contractor shall at all times comply with said ordinances, laws, and regulations, and protect and indemnify the Owner and its officers and agents against any claim or liability arising from or based on the violation of any such laws, ordinances, or regulations. All permits, licenses, and inspection fees necessary for prosecution and completion of the work shall be secured and paid for by the Contractor, unless otherwise specified.

38. SUPERINTENDENCY

The Contractor shall keep on the work, during its progress, competent supervisory personnel. The Contractor shall designate, in writing, before starting work, an authorized representative who shall have complete authority to represent and to act for the Contractor. The Contractor shall give efficient supervision to the work, using his best skill and attention. The Contractor shall be solely responsible for all construction means, methods, techniques, and procedures, and for providing adequate safety precautions and coordinating all portions of the work under Contract.

39. RECEPTION OF ENGINEER'S DIRECTIONS

The superintendent, or other duly authorized representative of the Contractor, shall represent the Contractor in all directions given to him by the Engineer. Such directions of major importance will be confirmed in writing. Any direction will be so confirmed, in each case, on written request from the Contractor.

40. SANITATION

Sanitary conveniences conforming to state and local codes shall be erected and maintained by the Contractor at all times while workers are employed on the work. The sanitary convenience facilities shall be as approved by the Engineer.

41. EMPLOYEES

The Contractor shall employ only competent, skillful workers to do the work, and whenever any person shall appear to be incompetent or to act in a disorderly or improper manner, such person shall be removed from the work.

42. REQUIREMENTS OF CALIFORNIA LAW FOR PUBLIC CONTRACTS

When the Contract Documents concern public works of the state or any county, municipality, or political subdivision created by its laws, the applicable statutes of the State of California shall apply. All parties to this Contract shall determine the contents of all applicable statutes and comply with their provisions throughout the performance of the Contract.

A. APPRENTICES

Section 1773.3 of the California Labor Code requires the Owner to notify the Division of Apprenticeship Standards of award of public work contracts which fall within the jurisdiction of Section 1777.5 of the Labor code.

The Contractor's attention is directed to Sections 1777.5, 1777.6, and 1777.7 of the California Labor Code and Title 8, California Administrative Code Section 200 et seq concerning employment of apprentices by the Contractor and his subcontractors. To insure compliance and complete understanding of the law regarding apprentices, and specifically the required ratio thereunder, the Contractor (and subcontractors) should, where some question exists, contact the Division of Apprenticeship Standards prior to commencement of the work. Responsibility for compliance with this paragraph 42A lies solely with the Contractor. The Owner's policy is to encourage the employment and training of apprentices on its construction contracts as may be permitted under local apprenticeship standards.

In general, Section 1777.5 requires that the Contractor and subcontractors follow specific procedures to determine the number of apprentices that must be employed and, under certain conditions, to contribute to funds established for administration of apprenticeship programs.

Excerpts from the California Labor Code and other information regarding the employment of apprentices on public work may be obtained from the Division of Apprenticeship Standards, 455 Golden Gate Avenue, San Francisco, California or one of its branch offices.

B. LABOR DISCRIMINATION AND UNLAWFUL EMPLOYMENT PRACTICES

Attention is directed to the Section 1735 of the Labor Code which states:

"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 12940 of the California Government Code, and every contractor for public works violating this section is subject to all the penalties imposed for violation of this chapter."

Attention is also directed to Section 12940 of the California Government Code which, although not specifically concerned with public works contracts, enumerates unlawful employment practices applicable to all employers in the State of California.

C. HOURS OF LABOR

Eight hours' labor constitutes a legal day's work. The Contractor shall forfeit, as penalty to the Owner, \$25 for each workman employed in the execution of the Contract, by him or by any subcontractor under him, for each calendar day during which any workman is required or permitted to labor more than 8 hours in violation of the provisions of the Labor Code and, in particular, Section 1810 to Section 1815 thereof, inclusive.

D. PREVAILING WAGES AND PAYROLL RECORDS

In accordance with the provisions of Section 1770 et. seq. of the California Labor Code, the general prevailing wage rates applicable to the work have been determined by the Director of Industrial Relations, State of California. Such determination is on file at the office of the Owner, and a copy will be made available to any interested party on request.

Prior to starting any work on the project, the Contractor shall obtain a copy of the wage determination from the Owner and post it on the jobsite.

The Contractor shall comply with the provisions of Section 1775 of the California Labor Code, one of which is that the Contractor shall forfeit as penalty to the Owner \$25 for each calendar day or portion thereof for each workman, whether employed by the Contractor or subcontractor, paid less than the stipulated prevailing rates for any work done under the Contract in violation of the provisions of the California Labor Code, and, in particular, Sections 1770 to 1780, inclusive.

The Owner will not recognize any claim for additional compensation because of the payment by the Contractor of any wage rate in excess of the prevailing wages set forth in the Contract Documents. The possibility of wage increases is one of the elements to be considered by the Contractor in determining his Proposal, and will not under any circumstances be considered as the basis of a claim against the Owner on the Contract.

Section 1776 of the Labor Code enumerates certain requirements concerning the Contractors' and subcontractors' payroll records. This section stipulates that responsibility for compliance shall be fixed upon the Contractor. Payroll records shall be maintained, be available for inspection and copies furnished in accordance with Section 1776, and in the event of noncompliance with the requirements, the Contractor is subject to the penalties as described in Section 1776.

E. ASSIGNMENT OF CLAIMS

California Government Code Section 4551 requires that the following provision be included in public works contracts:

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

F. TRENCH SAFETY PLAN

In accordance with Section 6705 of the California Labor Code, for trenches 5 feet or more in depth, the Contractor shall submit to and receive from the Owner the acceptance of a detailed plan showing design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazards of caving ground. Such plan shall be submitted at least 5 days before the Contractor intends to begin work on the trenches.

If such plan varies from the shoring system standards established by the Construction Safety Orders, the plan shall be prepared by a registered civil or structural engineer.

Nothing herein shall be deemed to allow the use of shoring, sloping, or protective system less effective than that required by the Construction Safety Orders of the Division of Industrial Safety.

43. EXCAVATION OR TRENCHING PERMIT

For trenches or excavation 5 feet or deeper, the Contractor shall obtain from the Division of Industrial Safety a permit authorizing such construction.

44. SAFETY

The Contractor shall be solely and completely responsible for conditions of the jobsite, including safety of all persons (including employees) and property during performance of the work. This requirement shall apply continuously and not be limited to normal working hours. Safety provisions shall conform to U.S. Department of Labor (OSHA), the State Occupational Safety and Health Act, and all other applicable federal, state, county, and local laws, ordinances, codes, the requirements set forth below, and any regulations that may be detailed in other parts of these Documents. Where any of these are in conflict, the more stringent requirement shall be followed. The Contractor's failure to thoroughly familiarize himself with the aforementioned safety provisions shall not relieve him from compliance with the obligations and penalties set forth herein.

The Contractor shall develop and maintain for the duration of this Contract, a safety program that will effectively incorporate and implement all required safety provisions. The Contractor shall appoint an employee who is qualified and authorized to supervise and enforce compliance with the safety program.

The duty of the Engineer to conduct construction review of the Contractor's performance is not intended to include a review or approval of the adequacy of the Contractor's safety supervisor, the safety program, or any safety measures taken in, on, or near the construction site.

The Contractor, as a part of his safety program, shall maintain at his office or other well-known place at the jobsite, safety equipment applicable to the work as prescribed by the aforementioned authorities, all articles necessary for giving first-aid to the injured, and shall establish the procedure for the immediate removal to a hospital or a doctor's care of persons (including employees) who may be injured on the jobsite.

If death or serious injuries or serious damages are caused, the accident shall be reported immediately by telephone or messenger to both the Engineer and the Owner. In addition, the Contractor must promptly report in writing to the Engineer all accidents whatsoever arising out of, or in connection with, the performance of the work whether on, or adjacent to, the site, giving full details and statements of witnesses.

If a claim is made by anyone against the Contractor or any subcontractor on account of any accident, the Contractor shall promptly report the facts in writing to the Engineer, giving full details and statements of witnesses.

If a claim is made by anyone against the Contractor or any subcontractor on account of any accident, the Contractor shall promptly report the facts in writing to the Engineer, giving full details of the claim.

45. CONTRACTOR'S TOOLS AND EQUIPMENT

The Contractor's tools and equipment used on the work shall be furnished in sufficient quantity and of a capacity and type that will safely perform the work specified, and shall be maintained and used in a manner that will not create a hazard to persons or property, or cause a delay in the progress of the work.

46. PROTECTION OF WORK AND PROPERTY

The Contractor shall at all times safely guard the Owner's property from injury or loss in connection with this Contract. The Contractor shall at all times safely guard and protect from damage his own work, and that of adjacent property (as provided by law and the Contract Documents). All passageways, guard fences, lights, and other facilities required for protection by state or municipal laws and regulations and local conditions, must be provided and maintained.

The Contractor shall protect his work and materials from damage due to the nature of the work, the elements, carelessness of other Contractors, or from any cause whatever until the completion and acceptance of the work. All loss or damages arising out of the nature of the work to be done under these Contract Documents, or from any unforeseen obstruction or defects which may be encountered in the prosecution of the work, or from the action of the elements, shall be sustained by the Contractor.

47. RESPONSIBILITY OF CONTRACTOR TO ACT IN EMERGENCY

In case of an emergency which threatens loss or injury of property, and/or safety of life, the Contractor shall act, without previous instructions from the Owner or Engineer, as the situation may warrant. The

Contractor shall notify the Engineer thereof immediately thereafter. Any claim for compensation by the Contractor, together with substantiating documents in regard to expense, shall be submitted to the Owner through the Engineer and the amount of compensation shall be determined by agreement.

48. MATERIALS AND APPLIANCES

Unless otherwise stipulated, the Contractor shall provide and pay for all materials, labor, water, tools, equipment, light, power, transportation, and other facilities necessary for the execution and completion of the work.

Unless otherwise specified, all materials shall be new, and both workmanship and materials shall be of good quality. The Contractor, shall, if required, furnish satisfactory evidence as to the kind and quality of materials.

In selecting and/or approving equipment for installation in the project, the Owner and Engineer assume no responsibility for injury or claims resulting from failure of the equipment to comply with applicable national, state, and local safety codes or requirements, or the safety requirements of a recognized agency, or failure due to faulty design concepts, or defective workmanship and materials.

49. CONTRACTORS' AND MANUFACTURERS' COMPLIANCE WITH STATE SAFETY, OSHA, AND OTHER CODE REQUIREMENTS

The completed work shall include all necessary permanent safety devices, such as machinery guards and similar ordinary safety items required by the state and federal (OSHA) industrial authorities and applicable local and national codes. Further, any features of the work (including Owner-select equipment) subject to such safety regulations shall be fabricated, furnished, and installed in compliance with these requirements. Contractors and manufacturers of equipment shall be held responsible for compliance with the requirements included herein. Contractors shall notify all equipment suppliers and subcontractors of the provisions of this Article.

50. SEISMIC LOADING DESIGN PROVISIONS

Machinery, equipment, and components such as tanks, piping, and electrical panels, including their supports and anchorages, designed by manufacturers or suppliers, shall be designed in accordance with the provisions of the latest edition of the Uniform Building Code to withstand seismic loads in addition to other loads. Design shall be performed by a licensed professional engineer familiar with seismic design. Submittals shall be certified, by the Design Engineer, that designs are in conformance with the Uniform Building Codes and that all applicable loads, including seismic, have been designed for.

51. SUBSTITUTION OF MATERIALS

Except for Owner-selected equipment items, and items where no substitution is clearly specified, whenever any material, article, device, product, fixture, form, type of construction, or process is indicated or specified by patent or proprietary name, by name of manufacturer, or by catalog number, such specifications shall be deemed to be used for the purpose of establishing a standard of quality and facilitating the description of the material or process desired. This procedure is not to be construed as eliminating from competition other products of equal or better quality by other manufacturers where fully suitable in design, and shall be deemed to be followed by the words "or equivalent". The Bidder may, in such cases, for a period of not less than 35 days after award of the contract, submit complete data to the Engineer for consideration for another material, type, or process which shall be substantially equivalent in every respect to that so indicated or specified. Substitute materials shall not be used unless approved in writing. The Owner or his authorized agent will be the sole judge of the substituted article or material.

52. TESTS, SAMPLES, AND INSPECTIONS

The Contractor shall furnish, without extra charge, the necessary test pieces and samples, including facilities and labor for obtaining the same, as requested by the Engineer. When required, the Contractor shall furnish certificates of tests of materials and equipment made at the point of manufacture by a recognized testing laboratory.

The Owner, Engineer, and authorized government agents and their representatives shall at all times be provided safe access to the work wherever it is in preparation or progress, and the Contractor shall provide facilities for such access and for inspection, including maintenance of temporary and permanent access.

If the Specifications, the Engineer's instructions, laws, ordinances, or any public authority require any work to be specially tested or approved, the Contractor shall give timely notice of its readiness for inspection. Inspections to be conducted by the Engineer will be promptly made, and where practicable, at the source of supply. If any work should be covered up without approval or consent of

the Engineer, it shall, if required by the Engineer, be uncovered for examination at the Contractor's expense.

Reexamination of questioned work may be ordered by the Engineer, and, if so ordered, the work shall be uncovered by the Contractor. If such work is found to be in accordance with the Contract Documents, the Owner will pay the cost of reexamination and replacement. If such work is found to be not in accordance with the Contract Documents, the Contractor shall correct the defective work, and the cost of reexamination and correction of the defective work shall be paid by the Contractor.

53. ROYALTIES AND PATENTS

The Contractor shall pay all royalty and license fees, unless otherwise specified. The Contractor shall defend all suits or claims for infringement of any patent rights and shall save the Owner and the Engineer harmless from loss on account thereof.

54. CONTRACTOR'S RIGHT TO STOP WORK OR TERMINATE CONTRACT

If the work should be stopped under an order of any court or other public authority for a period of more than 3 months, through no act or fault of the Contractor or of anyone employed by him, or if the Engineer should fail to issue any estimate for payment within 15 days after it is due, or if the Owner should fail to pay the Contractor within 30 days after the time specified in Article PARTIAL PAYMENTS, any sum certified by the Engineer, then the Contractor may, upon 15 days' written notice to the Owner and the Engineer, stop work or terminate this Contract and recover from the Owner payment for all work executed and any loss sustained upon any plant or material and reasonable profit, unless said default has been remedied within said time.

55. CORRECTION OF DEFECTIVE WORK FOUND DURING WARRANTY PERIOD

The Contractor hereby agrees to make, at his own expense, all repairs or replacements necessitated by defects in materials or workmanship, supplied under terms of this Contract, and pay for any damage to other works resulting from such defects, which become evident within 1 year after the date of final acceptance of the work or within 1 year after the date of substantial completion established by the Engineer for specified items of equipment, or within such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract Documents. The Contractor further assumes responsibility for a similar guarantee for all work and materials provided by subcontractors or manufacturers of packaged equipment components. The effective date for the start of the guarantee or warranty period for equipment qualifying as substantially complete is defined in Article SUBSTANTIAL COMPLETION, and Article SUBSTANTIAL COMPLETION DATE, in these General Conditions. The Contractor also agrees to hold the Owner harmless from liability of any kind arising from damage due to said defects.

The Contractor shall make all repairs and replacements promptly upon receipt of written order for same from the Owner. If the Contractor fails to make the repairs and replacements promptly, the Owner may do the work, and the Contractor and his Surety shall be liable for the cost thereof. Any additional requirements for the project relative to correction of defective work after final acceptance are set forth in the Supplementary Conditions.

PROGRESS OF THE WORK

56. BEGINNING OF THE WORK

Before work shall be started and materials ordered, the Contractor shall meet and consult with the Owner and/or Engineer relative to materials, equipment, and all arrangements for prosecuting the work.

57. SCHEDULES AND PROGRESS REPORTS

Prior to starting the construction, the Contractor shall prepare and submit to the Engineer for review, a progress schedule showing approximately the dates on which each part or division of the work is expected to be started and finished. The progress schedule shall be brought up to date and submitted to the Engineer at the end of each month or at such other times the Engineer may request.

The Contractor shall also forward to the Engineer, at the end of each month, an itemized report of the delivery status of major and critical items of purchased equipment and material, including shop drawings and the status of shop and field fabricated work. These progress reports shall indicate the date of the purchase order, the correct percentage of completion, estimated delivery, and cause of delay, if any.

If the completion of any part of the work or the delivery of materials is behind the approved schedule, the Contractor shall submit in writing a plan acceptable to the Owner and Engineer for bringing the work up to schedule.

The Owner shall have the right to withhold progress payments for the work if the Contractor fails to update and submit the progress schedule and reports as specified.

58. PROSECUTION OF THE WORK

It is expressly understood and agreed that the time of beginning, rate of progress, and time of completion of the work are the essence of this Contract. The work shall be prosecuted at such time, and in or on such part or parts of the project as may be required, to complete the project as contemplated in the Contract Documents and the approved construction schedule.

If the Contractor desires to carry on work at night or outside the regular hours, he shall give timely notice to the Engineer to allow satisfactory arrangements to be made for inspecting the work in progress.

59. ASSIGNMENT

Neither party to the Contract shall assign the Contract or sublet it as a whole, without the written consent of the other, nor shall the Contractor assign any monies due or to become due to him hereunder without the previous written consent of the Owner.

60. OWNER'S RIGHT TO DO WORK

If the Contractor should, in the opinion of the Engineer, neglect to prosecute the work properly or should neglect or refuse at his own cost to take up and replace work as shall have been rejected by the Engineer, then the Owner shall notify the Surety of the condition, and after 10 days' written notice to the Contractor and the Surety, or without notice if an emergency or danger to the work or public exists, and without prejudice to any other right which the Owner may have under the contract, take over that portion of the work which has been improperly executed and make good the deficiencies and deduct the cost thereof from the payments then or thereafter due the Contractor.

61. OWNER'S RIGHT TO TRANSFER EMPLOYMENT

If the Contractor should abandon the work or should be adjudged bankrupt, or if he should make a general assignment for the benefit of his creditors, or if a receiver should be appointed on account of his insolvency, or if he should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to supply enough properly skilled workers or proper materials, or if he should fail to make prompt payment to subcontractors for material or labor, or persistently disregard laws, ordinances, or the instructions of the Engineer, or otherwise be guilty of a substantial violation of any provision of the Contract or any laws or ordinance, then the Owner may, without prejudice to any other right or remedy, and after giving the Contractor and Surety 7 days' written notice, transfer the employment for said work from the Contractor to the Surety. Upon receipt of such notice, such Surety shall enter upon the premises and take possession of all materials, tools, and appliances thereon for the purpose of completing the work included under this Contract and employ, by Contract or otherwise, any qualified person or persons to finish the work and provide the materials therefor, in accordance with the Contract Documents, without termination of the continuing full force and effect of this Contract. In case of such transfer of employment to such Surety, the Surety shall be paid in its own name on estimates according to the terms hereof without any right of the Contractor to make any claim for the same or any part thereof.

In lieu of the foregoing, if the Owner so elects, he may terminate the employment of the Contractor and take possession of the premises and of all materials, tools, and appliances thereon and finish the work by whatever method he may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the work is finished. If the expense of completing the Contract, including compensation for additional managerial and administrative services, shall exceed such unpaid balance, the Contractor shall pay the difference to the Owner.

62. DELAYS AND EXTENSION OF TIME

If the Contractor is delayed in the progress of the work by any act or neglect of the Owner or the Engineer, or by any separate Contractor employed by the Owner, or by strikes, lockouts, fire, unusual weather conditions, or unavoidable casualties, the Contractor shall, within 48 hours of the start of the occurrence, give notice to the Owner of the cause of the potential delay and estimate the possible time extension involved. Within 7 days after the cause of delay has been remedied, the Contractor shall give notice to the Owner of any actual time extension requested as a result of the aforementioned occurrence.

No extension of time will be granted to the Contractor for delays occurring to parts of the work that have no measurable impact on the completion of the total work under this Contract; nor will extension of time be granted for delays to parts of work that are not located on the critical path if the Critical Path Method (CPM) is used for scheduling the work.

No extension of time will be considered for weather conditions normal to the area in which the work is being performed. Unusual weather conditions, if determined by the Engineer to be of a severity that would stop all progress of the work, may be considered as cause for an extension of Contract completion time.

Delays in delivery of equipment or material purchased by the Contractor or his subcontractors (including Owner-selected equipment) shall not be considered as a just cause for delay. The Contractor shall be fully responsible for the timely ordering, scheduling, expediting, delivery, and installation of all equipment and materials.

Within a reasonable period after the Contractor submits to the Owner a written request for an extension of time, the Engineer will present his written opinion to the Owner as to whether an extension of time is justified, and, if so, his recommendation as to the number of days for time extension. The Owner will make the final decision on all requests for extension of time.

In no event shall the Contractor be entitled under this Contract to collect or recover any damages, loss, or expense incurred by any delay other than as caused by the Owner, as stipulated in Article NOTICE OF CLAIM FOR DELAY.

63. LIQUIDATED DAMAGES

Should the Contractor fail to complete the work, or any part thereof, in the time agreed upon in the Contract or within such extra time as may have been allowed for delays by extensions granted as provided in the Contract, the Contractor shall reimburse the Owner for the additional expense and damage for each calendar day, Sundays and legal holidays excluded, that the Contract remains uncompleted after the Contract completion date. It is agreed that the amount of such additional expense and damage incurred by reason of failure to complete the work is the per-diem rate, as stipulated in the Proposal. The said amounts are hereby agreed upon as liquidated damages for the loss to the Owner on account of expense due to the employment of Engineers, inspectors, and other employees after the expiration of the time of completion, and on account of the value of the operation of the works dependent thereon. It is expressly understood and agreed that this amount is not to be considered in the nature of a penalty, but as liquidated damages which have accrued against the Contractor. The Owner shall have the right to deduct such damages from any amount due, or that may become due the Contractor, or the amount of such damages shall be due and collectible from the Contractor or his Surety.

In accordance with the provisions of Section 4215 of the California Government Code, the Contractor shall not be assessed liquidated damages for delay in completion of the project, when such delay was caused by the failure of the public agency or owner of the utility to provide for the removal or relocation of such utility facilities.

64. OTHER CONTRACTS

The Owner reserves the right to let other Contracts in connection with the work. The Contractor shall afford other Contractors reasonable opportunity for the introduction and storage of their materials and the execution of their work and shall properly connect and coordinate his work with theirs.

If any part of the work under this Contract depends on the prior acceptable completion of work by others under separate Contract(s), the Contractor shall inspect and promptly report to the Engineer any defects in such work that would adversely affect the satisfactory completion of the work under this Contract. The Contractor's failure to so inspect and report shall constitute acceptance of the work by others as being suitable for the proper reception and completion of the work under this Contract, excluding, however, those defects in the work by others that occur after the satisfactory completion of the work specified hereunder.

65. USE OF PREMISES

The Contractor shall confine his equipment, the storage of materials, and the operation of his workers to limits shown on the Drawings or indicated by law, ordinances, permits, or directions of the Engineer, and shall not unreasonably encumber the premises with his materials. The Contractor shall provide, at his own expense, the necessary rights-of-way and access to the work which may be required outside the limits of the Owner's property.

The Contractor shall not load or permit any part of the structure to be loaded with a weight that will endanger its safety.

66. SUBSTANTIAL COMPLETION DATE

The Engineer may, at his sole discretion, issue a written notice of substantial completion for the purpose of establishing the starting date for specific equipment guarantees, and to establish the date that the Owner will assume the responsibility for the cost of operating such equipment. Said notice

shall not be considered as final acceptance of any portion of the work or relieve the Contractor from completing the remaining work within the specified time and in full compliance with the Contract Documents. "Substantial completion" of an operating facility shall be that degree of completion that will provide a minimum of 7 continuous work days of successful operation in which all performance and acceptance testing has been successfully demonstrated to the Engineer. All equipment contained in the work, plus all other components necessary to enable the Owner to operate the facility in the manner that was intended, shall be complete on the substantial completion date. See "SUBSTANTIAL COMPLETION" under Article DEFINITIONS, of these General Conditions.

67. PERFORMANCE TESTING

Operating equipment and systems shall be performance tested in the presence of the Engineer to demonstrate compliance with the specified requirements. Performance testing shall be conducted under the specified design operating conditions as recommended or approved by the Engineer. Schedule such testing with the Engineer at least 1 week in advance of the planned date for testing.

68. OWNER'S USE OF PORTIONS OF THE WORK

The Owner shall have the right to take possession of and use any completed or partially completed portions of the work. Such use shall not be considered as final acceptance of any portion of the work, nor shall such use be considered as cause for an extension of the Contract completion time, unless authorized by a Change Order issued by the Owner.

69. CUTTING AND PATCHING

The Contractor shall do all cutting, fitting, or patching of his work that may be required to make its several parts come together properly and fit it to receive or be received by work of other Contractors shown upon or reasonably implied by the Drawings. Any defective work or material, performed or furnished by the Contractor, that may be discovered by the Engineer before the final acceptance of the work or before final payment has been made, shall be removed and replaced or patched, in a manner as approved by the Engineer at the expense of the Contractor.

70. CLEANING UP

The Contractor shall, at all times, at his own expense, keep property on which work is in progress and the adjacent property free from accumulations of waste material or rubbish caused by employees or by the work. Upon completion of the construction, the Contractor shall, at his own expense, remove all temporary structures, rubbish, and waste materials resulting from his operations.

PAYMENT

71. PAYMENT FOR CHANGE ORDERS

Payment or credit for any alterations covered by a Change Order shall be determined by one or a combination of the methods set forth in A, B, or C below:

- A. **UNIT PRICES.** If applicable, those unit prices stipulated in the Proposal, or unit prices negotiated and mutually acceptable to the Contractor and Owner.
- B. **LUMP SUM.** A total sum for the work negotiated and mutually acceptable to the Contractor and Owner.

In "A" and "B" above, Contractor's quotations for Change Orders shall be in writing and firm for a period of 30 days. Any compensation paid in conjunction with the terms of a Change Order shall comprise total compensation due the Contractor for the work or alteration defined in the Change Order. By signing the Change Order, the Contractor acknowledges that the stipulated compensation includes payment for the work or alteration plus all payment for the interruption of schedules, extended overhead, delay or any other impact claim or ripple effect, and by such signing specifically waives any reservation or claim for additional compensation in respect to the subject of the Change Order.

The Owner's request for quotations on alterations to the work shall not be considered authorization to proceed with the work prior to the issuance of a formal Change Order, nor shall such request justify any delay in existing work. Lump sum quotations for alterations to the work shall include substantiating documentation with an itemized breakdown of Contractor and subcontractor costs, including labor, material, rentals, approved services, overhead, and profit calculated as specified under "C" below.

- C. **FORCE ACCOUNT WORK.** If the method of payment cannot be agreed upon prior to the beginning of the work, and the Owner directs by written Change Order that the work be done on a force account basis, then the Contractor shall furnish labor, equipment, and materials necessary to complete the work in a satisfactory manner and within a reasonable period of time. For the work performed, payment will be made for the documented actual cost of the following:

1. Labor, including foremen, who are directly assigned to the force account work (actual payroll direct wage cost as established by negotiated labor agreements, except overtime will not be paid for less than 8 hours of work per day.) No other fixed labor burdens will be considered, unless approved in writing by the owner.
2. Material delivered and used on the designated work, including sales tax, if paid for by the Contractor or his subcontractor.
3. Rental, or equivalent rental cost of equipment, including necessary transportation for items having a value in excess of \$100.

To costs under "C". FORCE ACCOUNT WORK", there shall be added the following fixed fees for the Contractor or subcontractor actually performing the work:

- A. A fixed fee of 30 percent of the cost of Item 1 above,
- B. A fixed fee of 15 percent added to the cost of Items 2, and
- C. A fixed fee of 15 percent added to the cost of Items 3 above.

An additional fixed fee of 5 percent shall be allowed the Contractor for the administrative handling of portions of the work that are performed by an approved subcontractor. No additional fixed fee will be allowed for the administrative handling of work performed by a subcontractor of a subcontractor, unless by written permission from the Owner.

The above added fixed fees shall be considered to be full compensation, covering the cost of general supervision, overhead, profit, and any other general expense, and no additional fees or surcharges shall be allowed.

The Owner reserves the right to furnish such materials and equipment as he deems expedient, and the Contractor shall have no claim for profit or added fees on the cost of such materials and equipment.

For equipment under Item 3 above, rental or equivalent rental cost will be allowed for only those days or hours during which the equipment is in actual use. Rental and transportation allowances shall not exceed the current rental rates prevailing in the locality. The rentals allowed for equipment will, in all cases, be understood to cover all fuel, supplies, repairs, and renewals, and no further allowances will be made for those items, unless specific agreement to that effect is made.

The Contractor shall maintain his records in such a manner as to provide a clear distinction between the direct costs of work paid for on a force account basis and the costs of other operations. The Contractor shall furnish the Engineer daily extra work report sheets in duplicate of each day's force account work no later than the working day following the performance of said work. The daily report sheets shall itemize the materials used, and shall cover the direct cost of labor and the charges for equipment rental, whether furnished by the Contractor, subcontractor, or other forces. The daily report sheets shall provide names or identifications and classifications of workers, the hourly rate of pay and hours worked, and also the size, type, and identification number of equipment and hours operated.

Material charges shall be substantiated by valid copies of vendors' invoices. Such invoices shall be submitted with the daily extra work report sheets, or if not available, they shall be submitted with subsequent daily report sheets. Said daily extra work report sheets shall be signed by the Contractor or his authorized agent.

To receive partial payments and final payment for force account work, the Contractor shall submit in a manner approved by the Engineer, detailed and complete documented verification of the contractor's and any of his subcontractors' actual current costs involved in the force account work pursuant to the issuance of an approved Change Order. Such costs shall be submitted within 30 days after said work has been performed.

No payment will be made for work billed and submitted to the Engineer after the 30-day period has expired. No extra or additional work shall be performed by the Contractor, except in an emergency endangering life or property, unless in pursuance of a written Change Order, as provided in Article ALTERATIONS.

72. PARTIAL PAYMENTS

A. GENERAL

Nothing contained in this Article shall be construed to affect the right, hereby reserved, to reject the whole or any part of the aforesaid work, should such work be later found not to comply with the provisions of the Contract Documents. All estimated quantities of work for which partial payments have been made are subject to review and correction on the final estimate. Payment by the Owner and acceptance by the Contractor of partial payments based on periodic

estimates of quantities of work performed shall not, in any way, constitute acceptance of the estimated quantities used as the basis for computing the amounts of the partial payments.

B. LUMP SUM PRICE BREAKDOWN

For work to be done for a lump sum price, the Contractor shall submit a price breakdown to the Engineer immediately after award of the Contract. The price breakdown, as agreed upon by the Contractor and Engineer, shall be used for preparing future estimates for partial payments to the Contractor, and shall list the major items of the work with a price fairly apportioned to each item. Overhead, other general costs, and profit shall be prorated to each item so that the total of the prices for all items equals the lump sum price. The price breakdown will be subject to the approval of the Engineer and, upon request the Contractor, shall substantiate the price for any or all items.

C. ESTIMATE

Before the first working day of each calendar month, the Contractor shall submit to the Engineer a detailed estimate of the amount earned for the separate portions of the work, and request payment. As used in this Article, the words "amount earned" means the value, on the date of the estimate for partial payment, of the work completed in accordance with the Contract Documents, and the value of approved materials delivered to the project site suitably stored and protected prior to incorporation into the work. If the Contractor's estimate of amount earned conforms with the Engineer's evaluation, the Engineer will calculate the amount due the Contractor and make recommendation to the Owner for payment.

D. DEDUCTION FROM ESTIMATE

Ten percent of the total amount earned for work satisfactorily completed plus 10 percent of the value of approved materials on the jobsite but not yet incorporated into the work will be deducted and retained by the Owner, or the Contractor may elect to substitute securities of equivalent value in accordance with Section 22300 of the Public Contract Code.

Pursuant to Section 22300 of the Public Contract Code, the Contractor may substitute securities for any money held by the Owner to insure performance of the Contract. At the request and expense of the Contractor, securities equivalent to the amount withheld shall be deposited with the Owner or with a State or federally-chartered bank as an escrow agent, who shall return such securities to the Contractor upon satisfactory completion of the Contract. Deposit of securities with an escrow agent shall be subject to written agreement in accordance with the provisions of Section 22300. The Owner shall not certify that the Contract has been completed until at least 45 days after filing by the Owner of a Notice of Completion. Securities eligible for investment under this Section shall be limited to those listed in Section 16430 of the California Government Code, bank or savings and loan certificates of deposit, interest bearing demand deposit accounts, standby letters of credit, or any other security mutually agreed upon by the Contractor and the public agency.

E. QUALIFICATION FOR PARTIAL PAYMENT FOR MATERIALS DELIVERED

Unless modified in the Supplementary Conditions, qualification for partial payment for materials delivered but not yet incorporated into the work shall be as described below.

Materials, as used herein, shall be considered to be those items which are fabricated and manufactured material and equipment. Only those materials for which the Contractor can transfer clear title to the Owner will be qualified for partial payment.

To receive partial payment for materials delivered to the site, but not incorporated in the work, it shall be necessary for the Contractor to submit to the Engineer, at least 7 days prior to the end of said month, a list of such materials. At his sole discretion, the Engineer will approve items for which partial payment is to be made. The Contractor's actual net cost for the materials must be supported by invoices of suppliers. Proper storage and protection shall be provided by the Contractor, and as approved by the Engineer. Final payment shall be made only for materials actually incorporated in the work and, upon acceptance of the work, all materials remaining for which advance payments had been made shall revert to the Contractor, unless otherwise agreed, and partial payments made for these items shall be deducted from the final payment for the work.

F. PAYMENT

After deducting the retainages and the amount of all previous partial payments made to the Contractor, the amount earned as of the current month will be made payable to the Contractor 10 days after the last day of said month, except where the Owner is a municipality or other agency whose laws require the approval of each payment by a council or similar body, in which

case, the payment shall become due and payable 10 days after the first meeting in the following month scheduled for approval of such payments.

73. CLAIMS

In any case where the Contractor deems additional compensation is due him for work or materials not clearly covered in the Contract or not ordered by the Engineer according to provisions of Article ALTERATIONS, the Contractor shall notify the Engineer, in writing, of his intention to make claim for such compensation before he begins the work on which he bases the claim, in order that such matters may be settled, if possible, or other appropriate action promptly taken. If such notification is not given or the Engineer is not afforded proper facilities by the Contractor for keeping strict account of actual cost, then the Contractor hereby agrees to waive the claim for such additional compensation. Such notice by the Contractor, and the fact that the Engineer has kept account of the cost as aforesaid, shall not in any way be construed as proving the validity of the claim. Claims for additional compensation shall be made in itemized detail and submitted, in writing, to the Owner and Engineer within 10 days following completion of that portion of the work for which the Contractor bases his claim. In case the claim is found to be just, it shall be allowed and paid for as provided in Article PAYMENT FOR CHANGE ORDERS, or it shall be allowed and paid under a supplemental agreement to be entered into between the parties to the Contract.

74. NOTICE OF CLAIM FOR DELAY

If the Contractor intends to file a claim for additional compensation for a delay caused by the Owner at a particular time, he shall file a notice of claim with the Owner within 7 days of the beginning of the occurrence. The notice of claim shall be in duplicate, in writing, and shall state the circumstances and the reasons for the claim, but need not state the amount. No claim for additional compensation will be considered unless the provisions of Article DELAYS AND EXTENSION OF TIME, are complied with, and a notice of claim has been filed with the Owner in writing, as stated above.

75. RELEASE OF LIENS OR CLAIMS

Before the Owner pays the Contractor his final payment for the work, the Contractor shall sign and deliver to the Owner a release of liens or claims sworn to under oath and duly notarized. The release shall state that the Contractor has satisfied all claims and indebtedness of every nature in any way connected with the work, including (but not limiting the generality of the foregoing) all payrolls, amounts due to subcontractors, accounts for labor performed and materials furnished, incidental services, liens, and judgements.

If any lien or claim remains unsatisfied after all payments to the Contractor are made, the Contractor shall refund to the Owner all monies that the latter may be compelled to pay in discharging such a lien or claim, including all costs and a reasonable attorney's fee.

76. FINAL PAYMENT

Upon completion of all of the work under this Contract, the Contractor shall notify the Engineer, in writing, that he has completed his part of the Contract and shall request final payment. If the work has been completed to the extent of the Contract Documents, the Engineer will recommend acceptance of the completed work and submit a final estimate of the amount due the Contractor under this Contract. Within 10 days following Owner's acceptance of the work, the Owner will file a Notice of Completion with the County Recorder's office. Thirty-five days after the filing of the Notice of Completion, and subject to the Contractor's evidence of compliance with Article RELEASE OF LIENS OR CLAIMS, the Owner will pay to the Contractor all monies due him under the provisions of these Contract Documents.

77. NO WAIVER OF RIGHTS

Neither the inspection by the Owner, through the Engineer or any of his employees, nor any order by the Owner for payment of money, nor any payment for, or acceptance of, the whole or any part of the work by the Owner or Engineer, nor any extension of time, nor any possession taken by the Owner or its employees, shall operate as a waiver of any provision of this Contract, or any power herein reserved to the Owner, or any right to damages herein provided, nor shall any waiver of any breach in this Contract be held to be a waiver of any other or subsequent breach.

78. ACCEPTANCE OF FINAL PAYMENT CONSTITUTES RELEASE

The acceptance by the Contractor of the final payment shall release the Owner and the Engineer, as agent of the Owner, from all claims and all liability to the Contractor for all things done or furnished in connection with the work, and every act of the Owner and other relating to or arising out of the work. No payment, however, final or otherwise, shall operate to release the Contractor or his Sureties from obligations under this Contract and the Performance and Payment Bond, and other bonds and warranties, as herein provided.

DESIGN SERVICES

(a) To the fullest extent permitted by law, the Design Professional shall (1) immediately defend and (2) indemnify the City of King, and its elected officials, officers, and employees from and against all liabilities regardless of nature or type that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Design Professional, or its employees, agents, or subcontractors. Liabilities subject to the duties to defend and indemnify include, without limitation, all claims, losses, damages, penalties, fines, and judgments; associated investigation and administrative expenses; defense costs, including but not limited to reasonable attorneys' fees; court costs; and costs of alternative dispute resolution. The Design Professional's obligation to indemnify applies unless it is finally adjudicated that the liability was caused by the sole active negligence or sole willful misconduct of an indemnified party. If it is finally adjudicated that liability is caused by the comparative active negligence or willful misconduct of an indemnified party, then Design Professional's indemnification obligation shall be reduced in proportion to the established comparative liability.

(b) The duty to defend is a separate and distinct obligation from Design Professional's duty to indemnify. Design Professional shall be obligated to defend, in all legal, equitable, administrative, or special proceedings, with counsel approved by the City of King, the City of King and its elected officials, officers, and employees, immediately upon tender to Design Professional of the claim in any form or at any stage of an action or proceeding, whether or not liability is established. An allegation or determination that persons other than Design Professional are responsible for the claim does not relieve Design Professional from its separate and distinct obligation to defend under this section. The obligation to defend extends through final judgment, including exhaustion of any appeals. The defense obligation includes an obligation to provide independent defense counsel if Design Professional asserts that liability is caused in whole or in part by the negligence or willful misconduct of the indemnified party. If it is finally adjudicated that liability was caused by the comparative active negligence or willful misconduct of an indemnified party, Design Professional may submit a claim to the City of King for reimbursement of reasonable attorneys' fees and defense costs in proportion to the established comparative liability of the indemnified party.

(c) The review, acceptance or approval of the Design Professional's work or work product by any indemnified party shall not affect, relieve or reduce the Design Professional's indemnification or defense obligations. This Section survives completion of the services or the termination of this contract. The provisions of this Section are not limited by and do not affect the provisions of this contract relating to insurance.

PROFESSIONAL SERVICES OTHER THAN DESIGN

(a) To the fullest extent permitted by law, the Contractor shall (1) immediately defend, and (2) indemnify the City of King, and its elected officials, officers, and employees from and against all liabilities regardless of nature or type arising out of or resulting from Contractor's performance of services under this contract, or any negligent or wrongful act or omission of the Contractor or Contractor's officers, employees, agents, or subcontractors. Liabilities subject to the duties to defend and indemnify include, without limitation all claims, losses, damages, penalties, fines, and judgments; associated investigation and administrative expenses; defense costs, including but not limited to reasonable attorneys' fees; court costs; and costs of alternative dispute resolution. The Contractor's obligation to indemnify applies unless it is adjudicated that its liability was caused by the sole active negligence or sole willful misconduct of an indemnified party. If it is finally adjudicated that liability is caused by the comparative active negligence or willful misconduct of an indemnified party, the Contractor's indemnification obligation shall be reduced in proportion to the established comparative liability of the indemnified party.

(b) The duty to defend is a separate and distinct obligation from the Contractor's duty to indemnify. The Contractor shall be obligated to defend, in all legal, equitable, administrative, or special proceedings, with counsel approved by the City of King, the City of King and its elected officials, officers, and employees, immediately upon tender to the Contractor of the claim in any form or at any stage of an action or proceeding,

whether or not liability is established. An allegation or determination of comparative active negligence or willful misconduct by an indemnified party does not relieve the Contractor from its separate and distinct obligation to defend City of King. The obligation to defend extends through final judgment, including exhaustion of any appeals. The defense obligation includes an obligation to provide independent defense counsel if the Contractor asserts that liability is caused in whole or in part by the negligence or willful misconduct of the indemnified party. If it is finally adjudicated that liability was caused by the sole active negligence or sole willful misconduct of an indemnified party, Contractor may submit a claim to the City of King for reimbursement of reasonable attorneys' fees and defense costs.

(c) The review, acceptance or approval of the Contractor's work or work product by any indemnified party shall not affect, relieve or reduce the Contractor's indemnification or defense obligations. This Section survives completion of the services or the termination of this contract. The provisions of this Section are not limited by and do not affect the provisions of this contract relating to insurance.

PUBLIC WORKS

(a) To the fullest extent permitted by law, the Contractor shall (1) immediately defend and (2) indemnify the City of King, and its elected officials, officers, and employees from and against all liabilities regardless of nature, type, or cause, arising out of or resulting from or in connection with the performance of the Contract. Liabilities subject to the duties to defend and indemnify include, without limitation, all claims, losses, damages, penalties, fines, and judgments; associated investigation and administrative expenses; defense costs, including but not limited to reasonable attorneys' fees; court costs; and costs of alternative dispute resolution. The Contractor's obligation to indemnify applies regardless of whether a liability is a result of the negligence of any other person, unless it is adjudicated that the liability is caused by the sole active negligence or sole willful misconduct of an indemnified party.

(b) The duty to defend is a separate and distinct obligation from the Contractor's duty to indemnify. The Contractor shall be obligated to defend, in all legal, equitable, administrative, or special proceedings, with counsel approved by the City of King, the City of King and its elected officials, officers, and employees, immediately upon submittal to the Contractor of the claim in any form or at any stage of an action or proceeding, whether or not liability is established. A determination of comparative active negligence or willful misconduct by an indemnified party does not relieve the Contractor from its separate and distinct obligation to defend City of Solvang. The obligation to defend extends through final judgment, including exhaustion of any appeals. The defense obligation includes an obligation to provide independent defense counsel if Contractor asserts that liability is caused in whole or in part by the negligence or willful misconduct of the indemnified party. If it is finally adjudicated that liability was caused by the sole active negligence or sole willful misconduct of an indemnified party, Contractor may submit a claim to the City of King for reimbursement of reasonable attorneys' fees and defense costs.

(c) The review, acceptance or approval of the Contractor's work or work product by any indemnified party shall not affect, relieve or reduce the Contractor's indemnification or defense obligations. This Section survives completion of the services or the termination of this contract. The provisions of this Section are not limited by and do not affect the provisions of this contract relating to insurance.

(d) Liabilities subject to this Section include any claim of discrimination or harassment, including but not limited to sexual harassment, arising from the conduct of the Contractor or any of the Contractor's officers, employees, agents, licensees, or subcontractors. In the event of a discrimination or harassment complaint against any employee, agent, licensee or subcontractor of the Contractor or its subcontractors, the Contractor shall take immediate and appropriate action in response to such complaint, including, but not limited to termination or appropriate discipline of any responsible employee, agent, licensee or subcontractor.

SUPPLEMENTARY CONDITIONS

2019 King City Sidewalk Improvement Project
City of King
County of Monterey

SPECIAL PROVISIONS

**CITY OF KING
SUPPLEMENTARY CONDITIONS
SPECIAL PROVISIONS
FOR
2019 KING CITY SIDEWALK IMPROVEMENT PROJECT**

SECTION 1. DEFINITIONS AND TERMS

All work to be done under this contract shall conform to the applicable requirements of the City of King, Department of Public Works, Design Standards and Standard Specifications, 2006, herein referred to as the Standard Specifications, and in accordance with the following Special Provisions and Technical Specifications. The listing of certain salient sections from the Standard Specifications and these Supplementary Conditions shall not in any way relieve the Contractor of complying with each and every section of the Standard Specifications.

All items of construction listed in the Proposal section shall be as specified in the State Standard Specifications and Standard Plans, except as modified herein and shall conform with the Contract Drawings and Special Provisions.

Payment for all items of construction shall be as specified in the Proposal section herein at the unit costs and contract prices agreed upon.

Wherever in the Supplementary Conditions, Notice to Contractors, Proposal, Contract or other contract documents the following terms are used, the intent and meaning shall be interpreted as follows:

Department of Transportation - King City

Engineer - City Engineer

Owner - King City

State - King City

SECTION 2. PROPOSAL REQUIREMENTS AND CONDITIONS

The Bidder's attention is directed to the provisions in Section 2 of the Standard Specifications, these Supplementary Conditions, and the Instructions to Bidders for the requirements and conditions which he must observe in the preparation of the proposal form and the submission of the bid.

SECTION 3. AWARD AND EXECUTION OF CONTRACT

The Bidder's attention is directed to the provisions in Section 3 of the Standard Specifications, these Supplementary Conditions, and the Instructions to Bidders for the requirements and conditions concerning award and execution of the Contract.

SECTION 4. SCOPE OF WORK

The Bidder's attention is directed to the provisions in Section 4 of the Standard Specifications, these Supplementary Conditions, and the Instructions to Bidders for the requirements and conditions concerning the scope of work of the Contract.

SECTION 5. CONTROL OF WORK

The Contractor's attention is directed to the provisions in Section 5 of the Standard Specifications, these Supplementary Conditions, and the Instructions to Bidders for the requirements and conditions concerning the control of work of the Contract.

SECTION 6. CONTROL OF MATERIALS

The Contractor's attention is directed to the provisions in Section 6 of the Standard Specifications, these Supplementary Conditions, and the Instructions to Bidders for the requirements and conditions concerning the control of material of the Contract, except for the following modification:

(a) City Furnished Materials -

King City does **not** own the City Water System. The Contractor may obtain water from the local water purveyor and must comply with their requirements, fees, and supply all required valves, meters, backflow devices, or other materials. The water purveyor is: California Water Service Company, 620-H Broadway, King City, CA 93930, 831-385-5486

- (b) All materials required to complete the work under this Contract shall be furnished by the Contractor except when otherwise specified herein. A Certificate of Compliance shall be furnished prior to the use of any product, material, or device by the Contractor in accordance with Section 6-1.07 of the Standard Specifications.

SECTION 7. LEGAL RELATIONS AND RESPONSIBILITY

The provisions of Section 7 of the Standard Specifications, these Supplementary Conditions, and the General Conditions shall apply.

7-1.011 Sound Control Requirements - Full compensation for conforming to the requirements of this section shall be considered as included in the price paid for the various contract items of work involved and no additional compensation shall be allowed therefor.

7-1.06 Safety and Health Provisions - The Contractor shall make arrangements for use of adequate toilet facilities at the work sites. Such facilities shall be maintained by the Contractor to eliminate offensive odors, and shall be subject to acceptance by the City as to location and type. The Contractor shall maintain the same sanitary facilities from the beginning of the work until completion and shall then remove the facilities and disinfect the premises. All areas of the work shall be maintained in a neat, clean, and sanitary condition.

7-1.08 Public Convenience - Attention is directed to Section 12-2.02 FLAGGING COSTS of these Special Provisions.

7-1.09 Public Safety - Attention is directed to Section 12-2.02 FLAGGING COSTS of these Special Provisions.

The Contractor shall provide the Owner with certificates of insurance as required in the General Conditions, Section 34, EXCEPT that Section 34-D shall not apply.

SECTION 8. PROSECUTION AND PROGRESS

The provisions of Section 8 of the Standard Specifications, these Supplementary Conditions, and the General Conditions shall apply.

The Contractor shall begin the work as required in the Instructions to Bidders after receiving the Notice to Proceed, and shall diligently prosecute the work to completion on or before the expiration of the number of working days stated in the Proposal.

SECTION 9. MEASUREMENT AND PAYMENT

The provisions of Section 9 of the Standard Specifications, these Supplementary Conditions, and the General Conditions shall apply.

SECTION 10. DUST CONTROL

The provisions of Section 10 of the Standard Specifications shall apply.

PAYMENT - In lieu of Section 10-1.04 of the State Standard Specifications, full compensation for all expense involved in conforming to the above requirements for applying either water or dust palliative shall be considered as included in the prices paid for the other items of work and no additional compensation shall be allowed therefor.

SECTION 11. MOBILIZATION

The provisions of Section 11 of the Standard Specifications shall apply.

SECTION 12. MAINTAINING TRAFFIC

Section 12, "Construction Area Traffic Control Devices," of the State Standard Specifications shall be as specified, except as herein modified.

12-2.02 Flagging Costs - The cost to provide flagmen and guards to direct and control traffic, and such signs and delineators for traffic safety, under the provisions in Section 7-1.08, "Public Convenience," and 7-1.09, "Public Safety," and as may be ordered by the Engineer, shall be considered as included in the prices paid for the various Contract items of work and no additional compensation shall be allowed therefor.

Attention is directed to Sections 7-1.08, "Public Convenience, 7-1.09, "Public Safety, and 12-3.04, "Portable Delineators, of the Standard Specifications and these Special Provisions. Nothing in these Special Provisions shall be construed as relieving the Contractor from his responsibility as provided in said Section 7-1.09.

Contractor shall provide delineators for traffic safety until such time as all striping/markers have been completed. Delineators shall be completed after completing paving/ resurfacing at each respective location, and shall be maintained in a legible and traffic safety manner by the Contractor until final striping or pavement markings are in place.

- A. Whenever immediate action is required to prevent impending injury, death, or property damage, and precautions which are the Contractor's responsibility have not been taken and are not expected to be taken, the City may after reasonable attempts to notify the Contractor, cause such precautions to be taken and shall charge the cost thereof against the Contractor, or may deduct such cost from any amount due or becoming due from the City. City action or inaction under such circumstances shall not be construed as relieving the Contractor or surety from liability.
- B. **Street Closures** - No street closure shall be allowed. The contractor shall maintain two-way traffic through the duration of this project. No lane closure shall be allowed without **an approved Access Plan supplied by the contractor**. The contractor supplied Access Plan shall show barricading, signing and necessary detour signing in accordance with the latest edition of the "Manual of Warning Signs, Lights, and Devices for Use in Performance of Work Upon Highways" as published by the California Department of Transportation.

All lane closures shall be with authorization from the Engineer and Director of Public Works. The closure shall be only during the following phases of construction; 1)demolition, removal, excavation for roadway improvements, 2) compaction of subgrade, 3) furnishing, installing and compacting of aggregate base and/or Asphalt Pavement.

The contractor shall provide and maintain access with temporary all weather ramps to all adjacent fields, businesses, residences, and at the limits of the work. Local access shall be maintained over weekends and holidays. All streets and roadways shall be shall have demolition and reconstruction done on half street portions to provide access to through traffic.

The Contractor shall notify local authorities and news media (radio, TV, and newspaper) of his intent to begin work at least five days before work is begun. The Contractor shall cooperate with local authorities relative to handling traffic through the area and shall make his own arrangements relative to keeping the working area clear of parked vehicles.

The Contractor shall notify the Police, Fire, Traffic, Transit and Engineering Departments of Jurisdictional agencies involved, affected property owners and businesses, and news media at least 48 hours in advance of closing or reopening any traffic lanes.

At locations where resurfacing work is actively in progress one-way traffic control shall be utilized on that portion of City street closed for use by through public traffic. Delineators shall be required for two way traffic on streets 40 feet or more in width.

The Contractor shall also be responsible for compliance with additional public safety requirements which may arise during construction. He shall furnish, install and maintain, and upon completion of work, promptly remove all signs and warning devices. All costs shall be borne by the Contractor. All barricades left in the traveled way at night shall be equipped with flashers.

- C. **Access Plan** - An "Access Plan" shall be prepared by the Contractor for this contract and shall conform to the provisions in Sections 7-1.08 "Public Convenience" and 7-1.09 "Public Safety" of the Standard Specifications and the following requirements:

The "Access Plan" Shall identify on the Project Vicinity Map/City Map the Contractor's proposed procedure to implement Section 12 "Maintaining Traffic" of these Special Provisions. The "Access Plan" shall indicate the progressive order of construction, method and plan of providing access to vehicle traffic at intersecting streets and convenient access to driveways along the construction route. No work shall begin until this plan has been approved by the City Engineer.

SECTION 13. MISCELLANEOUS

13-1.01 Work To Be Done By Others - Miscellaneous items of work not included under the various proposal items and as shown on the plans, "N.I.C." and/or "By Others," will be done by others and are not a part of this Contract.

The Contractor shall coordinate all work "By Others", and shall schedule his work and cooperate with other doing said work. No additional compensation will be afforded for coordinating, scheduling or rescheduling of work to allow for the work by others. However, time extension will be granted if Contractor's overall progress is impeded by the work of others.

13-1.02 Traffic Paint

- (a) **Classification** - This specification is intended to cover ready mixed traffic line paint to be applied to either asphaltic or Portland cement concrete pavements.
- (b) **Applicable specifications:** California State Specifications: Latest Revision, Section 84, "Traffic Stripes and Pavement Markings."

13-1.03 Cleanup - Throughout all phases of construction including delays and/or suspension of work, and until final acceptance of the project, the Contractor shall keep the work site clean and free from rubbish and debris. The Contractor shall also abate dust nuisance by cleaning, sweeping, and sprinkling with water, or other means as necessary. The use of water resulting in mud on public streets will not be permitted as a substitute for sweeping or other methods.

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

Cleanup expenses to the City at various job sites due to the Contractor's failure to comply with the provisions in the Standard Specifications and these Special Provisions will be charged to the Contractor.

13 – 1.04 Tree Root Barrier – Contractor shall furnish and install tree root barrier along the sidewalk side of all existing trees in which the trunk is within five feet of the proposed sidewalk. The root barrier shall extend five feet each way from the center of the tree along the sidewalk per detail on sheet 32 or as approved by the City Engineer. Contractor to provide cut sheet of root barrier for approval by City Engineer.

Installation of tree root barrier shall include but not limited to excavation, overexcavation, compaction, and tree root removal within the area of new concrete per detail on plans. Payment shall be per linear foot of tree root barrier installed.

SECTION 14. DESCRIPTION OF PROJECT

The work to be performed herein shall comprise of the furnishing of all labor, materials, tools, and equipment required for the work herein proposed.

In general, the work to be done in this project shall include, but is not limited to demolition, removal, grinding, offsite disposal, grading, compaction, repair, and/or construction, of

- A) Sidewalk, curb, gutter, driveways, catch basin
- B) roadway aggregate base, and asphalt concrete

Except for authorized changes in the work, payment for said complete and finished work or improvement will be made only on the basis of the contract items of work listed in the proposal. All other work, including the furnishing of labor, materials, tools, equipment and incidentals, provided for in these specifications and contract, or required for the proper completion of the work as a whole, for which no separate payment has been provided shall be a supplementary obligation for the Contractor and payment therefor shall be considered included in the price paid for the various contract items.

SECTION 15. EXISTING HIGHWAY FACILITIES

The work performed in connection with various existing street and highway facilities shall conform to the provisions in Section 15, "Existing Highway Facilities," of the Standard Specification and these Special Provisions.

15-2.05A Frames, Covers, Grates and Manholes - (Adjusting manhole, flushing inlet, drainage structures, street monument, and valve frames and covers to finished grade.)

Contractor shall locate and reference existing facilities including City-owned manhole, flushing inlet, street monument box, drainage structures, and valve box frames and covers to finish curb and gutter, power pole, etc. Contractor shall submit to the Engineer a written record (per Section 5-1.02, "Plans and Working Drawings," of the Standard Specifications) of these locations prior to commencing the paving work.

The adjustment to finished grade of existing facilities including manhole, flushing inlet, valve box and street monument box frames, drainage structures, and covers shall be in accordance with the applicable provisions of Section 15 of the Standard Specifications and the Standard Plans. The adjustment to finished grade of existing gas valves, and existing covers to telephone and electrical facilities shall be done by others unless otherwise specified and are not included in this work.

Payment for adjustment to finished grade shall be included in the sidewalk or curb ramp bid item(s), and no further compensation shall be made therefor.

SECTION 16 CLEARING AND GRUBBING

Clearing and grubbing shall be as specified in Section 16 of the State Standard Specifications.

Payment for clearing and grubbing shall be included in the asphalt concrete bid item(s), and no further compensation shall be made therefor.

SECTION 17 WATERING

Watering shall be as specified in Section 17 of the State Standard Specifications, except as herein modified.

17-1.04 Payment - In lieu of Section 17-1.04 of the State Standard Specifications, full compensation for developing the water supply for all water required for the work and for furnishing and applying all water shall be considered as included in the prices paid for the various contract items of work and no separate payment shall be made therefor.

SECTION 18 DUST PALLIATIVE

Dust palliative shall be as specified in Section 18 of the State Standard Specifications, except as herein modified.

18-1.05 Payment - In lieu of Section 18-1.05 of the State Standard Specifications, no additional compensation shall be allowed for furnishing or applying water used with dust palliative. Binder for dust palliative shall be paid for as extra work as provided in Section 4-1.03D when the application of dust palliative is ordered by the Engineer.

SECTION 19 EARTHWORK

Earthwork shall be as specified in Section 19 of the State Standard Specifications, except as herein modified.

19-1.011 Excavation and Removal of Existing Aggregate Base and AC Pavement

Excavation and removal of existing aggregate base and asphaltic concrete paving within the limits shown on the Drawings shall be as shown on the plans, as specified in Section 19 of the State Standard Specifications, except as herein modified. Contractor shall grind, remove, and dispose of excavated material paving and aggregate base materials as provided for in the plans.

19-1.03 Grade Tolerance - In lieu of the applicable provisions of Section 191.03 of the State Standard Specifications, the grading plane shall not vary more than 0.05 feet above or below the grade established by the Engineer.

19-2.011 Preparation of Subgrade - Scarifying and cultivating will be required for dry soils which are impervious to the penetration of water, for soils which may contain excessive amounts of moisture which may result in unstable foundations, for soils which are non-uniform in character which may result in non-

uniform compaction and may result in differential settlements of finished surfaces, or when pavement is to be placed directly on the roadbed material.

After rough grading has been completed, scarifying and cultivating are required by the plans and/or engineer, the roadbed shall be overexcavated at least 12 inches, loosened and recompacted.. The loosened material shall then be worked to a finely divided condition and all rocks removed. The moisture content shall be brought to optimum by the addition of water, by the addition and blending of dry suitable material or by the drying of existing material. The material shall then be compacted by approved equipment to the specified relative compaction. The engineer may reduce the depth of overexcavation and recompaction when directly over shall utilities

19-2.04 Slides and Slipouts - In lieu of Section 19-2.04 of the State Standard Specifications, the cost of pioneering work necessary to make slide or slipout areas accessible to normal excavation equipment shall be paid included in the asphalt concrete bid item(s), and no further compensation shall be made therefor, and shall not be paid for as extra work.

19-2.06 Surplus Material - Unless otherwise shown on the Plans or specified in Special Provisions, surplus excavated material shall become the property of the Contractor and shall be disposed of off site of the work in a manner approved by the Engineer.

19-2.09 Payment - Measurement and payment for excavation and removal of surplus material, including off-site disposal and scarification and compaction of subgrade shall be shall be included in the asphalt concrete bid item(s), and no further compensation shall be made therefor, and shall include furnishing all tools, labor, and equipment for performing the work.

19-3.01 Description - Structure excavation shall not apply to culverts, pipes, rods and deadmen.

19-3.06 Structure Backfill

Structure backfill shall be as specified in Section 19-3.06 of the State Standard Specifications, except as herein modified.

Backfilling operations shall conform to the following requirements:

No backfill material shall be deposited against concrete structures until the concrete has developed a strength of not less than 2,500 psi in compression, or until 28 days, whichever occurs first.

Unless otherwise shown on the Plans or specified in the Special Provisions, structural backfill shall be compacted to a relative compaction of not less than 90 percent, except in the roadway which shall be not less than 95 percent.

At the option of the Contractor, backfill material conforming to the requirements hereinafter specified may be used at the following locations:

1. Footings outside of slope lines and not beneath any roadbed.
2. Footings for slope protection, slope paving and aprons.
3. All headwalls, endwalls, and culvert wingwalls.
4. Retaining walls, except for portions under any roadbed.
5. Inlets in median areas or in traffic interchange loops.

The backfill material at the above locations may consist of materials from excavation, free from stones or lumps exceeding 3 inches in greatest dimension, vegetable matter, or other unsatisfactory material. When material from excavation is unsuitable for use as backfill it shall be disposed of as directed by the Engineer, and suitable material approved by the Engineer shall be furnished by the Contractor at his expense for the backfill.

Except when used a certain locations hereinafter described, material for use as structure backfill shall have a Sand Equivalent value of not less than 30. The percentage composition by weight as determined by laboratory sieves shall conform to the following gradation:

Sieve Sizes	Percentage Passing
3".....	100
#4.....	35-100

19-3.061 Trenching In Improved Areas

19-3.061A Description - Trenching in improved areas shall be considered to be in any previously paved area, either Portland Cement concrete or asphaltic concrete on public property or right-of-way, subject to vehicular traffic.

19-3.061C(2) Slurry Cement Backfill - Slurry cement backfill shall be as specified in Section 19-3.062 of the State Standard Specifications, except as herein modified.

Slurry cement backfill shall be used where specified on the plans, and may be used in lieu of the requirements of Sections 19-3.06C(1) of these specifications upon approval of the Engineer. Aggregate shall be commercial quality concrete sand.

19-3.061D Trench Resurfacing - Unless permanent pavement is placed immediately, trenches shall be plated and/or temporary bituminous surfacing (minimum of two inches thick) shall be placed and maintained at locations wherever excavation is made through pavement, sidewalk or driveways.

19-3.08 Payment - Payment for structure excavation and backfill, and trench excavation and backfill are considered to be included in the payment for the structure and/or pipe bid item and no additional compensation shall be allowed therefor.

SECTION 22 FINISHING ROADWAY

Finishing roadway shall be as specified in Section 22 of the State Standard Specifications.

SECTION 26 AGGREGATE BASES

Aggregate bases shall conform to Section 26 of the State Standard Specifications, except as herein modified.

26-1.01 Description - Aggregate bases are designated herein as Class 2. The class of aggregate base shall be Class 2 unless shown otherwise on the plans or specified in the Special Provisions.

26-1.02 Materials - Class 2 aggregate bases shall be as specified in Section 26-1.02A of the State Standard Specifications.

26-1.07 Payment - Measurement and payment shall be included in the asphalt concrete and/or concrete bid item(s), and no further compensation shall be made therefor.

SECTION 37 BITUMINOUS SEALS

All work and materials shall conform with provisions in Section 37 of the State Standard Specifications and these Special Provisions.

SECTION 39 ASPHALT CONCRETE

All work and materials under this item shall conform with Section 39 of the State Standard Specifications, details on the plans and these Special Provisions.

SECTION 39-2. Materials

Asphalt concrete shall be Type B, 1/2 inch maximum aggregate, medium gradation, and shall conform to the provisions of Section 39, "Asphalt Concrete", of the State Standard Specifications and these Special Provisions. The contractor may submit an alternate mix design for the AC to be used in below the top 2" finish layer. The alternate mix shall be subject to the engineer's approval.

All new paving edges shall be made to conform by grinding existing street surfaces, as shown on the drawings, or as directed by the engineer, prior to placing AC overlay.

The amount of paving asphalt AR-4000 to be mixed with the aggregate shall be 5 to 6-1/2 percent by weight of the combined dry aggregates.

Asphalt concrete for leveling courses and skin patches shall be Type B, 3/8 inch maximum aggregate per Section 39. Leveling courses may be blade laid prior to compaction. The payment for AC leveling courses, and skin patches will be included in the price for asphalt concrete (AC paving item), and no additional compensation shall be made therefor.

SECTION 39-4.02 Prime Coat and Paint Binder (Tack Coat)

A prime coat of liquid asphalt, grade MC-70 conforming to Caltrans Standard Specifications, shall be applied at the rate of 0.25+ gallons per square yard to the surface of aggregate base prior to placement of asphalt concrete, after spreading of weed killer. This portion of the work may be deleted by the engineer.

The paint binder (tack coat) of asphaltic emulsion furnished and applied shall be CRS-1 using a bituminous base of 100-250 penetration paving asphalt in accordance with the applicable provisions of Section 94 of the State Standard Specifications.

Paint binder shall be applied at the rate of 0.04 to 0.10 gallon per square yard in accordance with Section 93 of the State Standard Specifications and as directed by the Engineer.

Before applying paint binder all dirt, loose material and vegetation such as grass, weeds, etc., shall be removed from the area to be surfaced.

Paint binder (tack coat) shall be applied to all vertical surfaces of existing pavement, curbs, gutters, and construction joints in the surfacing against which additional material is to be placed, **and to all existing pavement to have AC leveling course and/or AC Overlay applied, and to other surfaces designated by the Engineer.**

Payment for prime coat and paint binder (CRS-1) shall be included in the contract price for asphalt concrete (AC paving item), and no additional compensation shall be made therefor.

SECTION 39-7.03 Deep Lift AC Patch and Repair Asphalt

Existing pavement and subgrade materials shall be sawcut, removed, and disposed. The subgrade shall be compacted with equipment suitable for small areas such as mechanical tampers. Jetting will not be allowed.

The removed section shall be patched using asphalt concrete (and/or aggregate base as per plans) section as in the general AC Pavement reconstruction. Edges of existing concrete shall be tacked with CRS-1 per Section 39-4.02 of these Special Provisions.

Payment for AC Deep Lift Pavement Repair shall be included in the AC deep lift pavement bid item(s), and shall include all labor, materials, equipment and incidentals, including CRS-1, and no additional compensation shall be made therefor.

SECTION 39-8.01 Measurement – Deep Lift Asphalt Concrete shall be measured by the square foot.

SECTION 39-8.02 Payment – Asphalt concrete deep lift pavement placed in the work, shall be at the contract unit price per square foot.

SECTION 51 CONCRETE STRUCTURES

Concrete structures shall be as specified in Section 51 of the State Standard Specifications, except as herein modified.

SECTION 51-1.02 Minor Structures - In lieu of the provisions of Sections 511.02 "Minor Structures", 51-1.05 "Forms", 51-1.22 "Measurement", and 51-1.23 "Payment" of the State Standard Specifications, such pipe headwalls, drop inlets, catch basins and such other miscellaneous concrete structures that are identified on the Plans or in the Special Provisions as minor structures and are listed in the proposal as separate items shall be paid for at the contract price for each structure so listed, which price shall include full compensation for all excavation, backfill, reinforcing steel, stops, metal frames, covers, grates, pipe stubs and plugs, and pipe connections into the structures as provided for in the Special Provisions or as shown on the Plans. Minor structures, at the option of the Contractor, may be furnished and installed as precast units provided the structures in place are equal in all respects to cast in place construction as specified herein.

SECTION 51-1.12C Premolded Expansion Joint Fillers - Premolded expansion joint filler shall be as specified in Section 51-1.12C of the State Standard Specifications, except as herein modified.

Premolded expansion joint filler shall have a minimum content of thirty-five (35) percent and a maximum of fifty (50) percent air-blown asphalt by weight. The thickness shall be 3/8 inch.

SECTION 52 REINFORCEMENT

Reinforcement shall be as specified in Section 52 of the State Standard Specifications.

Payment for all steel reinforcement will be included in the various concrete items, and shall include all labor, materials, equipment and incidentals, and no further compensation shall be made therefor.

SECTION 56 SIGNS

Signs shall be as specified in Section 56 of the State Standard Specifications.

Payment for all signs will be included in the Signs, Markings, Markers, and Striping proposal item, and shall include all labor, materials, equipment and incidentals, and no further compensation shall be made therefor.

SECTION 59 PAINTING

Painting shall be as specified in Section 59 of the State Standard Specifications.

SECTION 61 CULVERT AND DRAINAGE PIPE JOINTS

Culverts and drain pipe joints shall be as specified in Section 61 of the State Standard Specifications.

SECTION 64 PLASTIC PIPE

Plastic storm drain pipe shall be as specified in Section 64 of the State Standard Specifications.

SECTION 66 CORRUGATED METAL PIPE

Corrugated metal pipe shall be as specified in Section 66 of the State Standard Specifications.

SECTION 70 MISCELLANEOUS FACILITIES

Miscellaneous facilities shall be as specified in Section 70 of the State Standard Specifications.

SECTION 73 CONCRETE CURBS AND SIDEWALKS

Concrete curbs and sidewalks shall be as specified in Section 73 of the State Standard Specifications and Standard Plans, except as modified herein.

73-1.01 Description - This work shall consist of constructing curbs, gutters, sidewalks, island paving, wheelchair ramps and driveways of the form and dimensions shown on the plans, on the standard plans, or as specified in these specifications and the special provisions. They shall be constructed of Class B concrete conforming to the provisions in Section 90, Portland Cement Concrete (PCC), with a maximum slump of four (4) inches as determined by the slump cone method, and reinforcement conforming to the provisions of Section 52, Reinforcement.

73-1.02 Subgrade Preparation - The subgrade shall be constructed true to grade and cross section, as shown on the plans or directed by the Engineer. It shall be watered and thoroughly compacted by mechanical means before placing the concrete. All soft and spongy material shall be removed to a depth of not less than 0.5 foot below subgrade elevation for curbs, island paving and driveways and 0.25 foot below for sidewalks and wheelchair ramps, and the resulting space filled with earth, sand or gravel of a quality that when moistened and compacted will form a stable foundation. The subgrade shall be compacted to a relative compaction of not less than 90 percent.

73-1.03 Existing Curbs, Gutters, Driveways and Sidewalks - Where the plans provide for the reconstruction of a portion of an existing curb, gutter, driveway or sidewalk, the existing section shall be cut to a minimum depth of 1 1/2 inches with an abrasive type saw at the first scoring line at or beyond the planned joint or at the location shown on the plans or designated by the Engineer. The entire section to be reconstructed shall be removed. The new curb, gutter, driveway, sidewalk or wheelchair ramp shall join the old work at this line. No sawing is necessary along an existing construction joint where an area designated for removal abuts such a joint.

73-1.04 Fixed Forms - Forms shall be true and shall be smooth on the side placed next to the concrete, and shall have a straight upper edge and shall be rigid enough to withstand the pressure of fresh concrete without distortion (not be less than 1-1/2 inches thick after being surfaced, except on curves).

The depth of forms for back of curbs may be nominal dimension lumber for the vertical and rolled type curb. The depth of face forms for concrete curbs shall be equal to the full face height of the curb.

Benders or thin plank forms may be used on curves, grade changes, or for curb returns. Back forms for curb returns may be made of 1/2 inch thick benders cleated together for the full depth of the curb.

73-1.05 Curb Construction - In constructing curbs, entrances shall be provided for driveways as shown on the plans or designated by the Engineer.

Expansion joints shall be constructed at each side of structures, in curbs at 20 foot intervals except for extruded curb which shall be at 60 foot intervals and at the ends of curb returns, except that expansion joints shall not be constructed within 20 feet of an island nose. Expansion joints shall be filled with 1/4 inch wide premolded joint filler conforming to the provisions of Section 51-1.12C, Premolded Expansion Joint Fillers. Expansion joint filler shall be shaped to the cross section of the curb. Joints shall be constructed at right angles to the curb line.

The top and face of the finished curb shall be true and straight, and the top surface of curbs shall be of uniform width, free from humps, sags, or other irregularities. When a straight edge 10 feet long is laid on top of face of the curb or on the surface of gutters, the surface shall not vary more than 0.01 foot from the edge of the straight edge, except at grade changes or curves. The top finished curb shall not vary more than 0.01 foot above or below the grade established by the Engineer. When required by the Engineer, curbs and gutters shall be water tested for flow line characteristics.

All work shall be made by sawcutting and removing and replacing the entire unit between scoring lines or joints.

73-1.05A Fixed-Form Curb Construction

Forms shall be carefully set to alignment and grade and shall conform to the required dimensions. Forms shall be held rigidly in place by iron or wooded stakes placed at intervals not to exceed four feet. Clamps, spreaders, and braces shall be used where required to insure rigidity in the forms.

The form on the front of curbs shall not be removed in less than one hour nor more than 6 hours after the concrete has been placed. In no event shall forms be removed while the concrete is sufficiently plastic to slump. Side forms for sidewalks, island paving and curbs, except for the face, shall not be removed in less than 12 hours after the finishing has been completed.

Immediately after removing the front curb forms, the face of the curb shall be troweled smooth to a depth of not less than 0.17 foot below the flow line or to the flow line of integral curb and gutter, and then finished with a steel trowel. The top shall be finished and the front and back edges rounded as shown on the plans and on the Standard Plans. Concrete placed next to expansion joints shall be finished with an edger tool.

73-1.05C Drainage Outlets Through Curb - The Contractor will be required to provide suitable outlets through new curb for all existing building drains along the line of the work. He shall place similar outlets opposite any low area on adjacent property, or where directed by the engineer.

73-1.06 Sidewalk, Gutter Depression, Island Paving, Wheelchair Ramp and Driveway Construction

The limits of all sawcutting, removal, and replacement, and/or new concrete construction shall be determined in the field after grinding, and/or cleaning and disposal of paving materials covering the existing concrete street. All existing gutters shall be completely cleaned to verify adequacy of drainage and slope.

Forms shall be carefully set to alignment and grade and shall conform to the required dimensions. Forms shall be held rigidly in place by iron or wooded stakes placed at intervals not to exceed four feet. Clamps, spreaders, and braces shall be used where required to insure rigidity in the forms.

The surface of sidewalks shall be marked into rectangles of not more than 16 square feet in area for sidewalks four feet in width, or more than 20 square feet for sidewalks five feet in width, unless otherwise directed by the Engineer. A scoring tool shall be used which will leave the edges rounded.

On straight work, the scoring lines shall be perpendicular to the line of the work; at curves, the scoring lines shall be radial to the curb; when longitudinal scoring lines are required, they shall be parallel to, or concentric with the line of the work. When sidewalk is constructed adjacent to the curbs, the score marks shall also correspond with the weakened plane joints in the curb.

Expansion joints shall be constructed at all returns and opposite expansion joints in adjacent curbs. Where curb is not adjacent, expansion joints shall be constructed at intervals of 20 feet. Expansion joints shall be filled with premolded joint filler conforming to the provisions of Section 51-1.12C, Premolded Expansion Joint Fillers. Expansion joint filler shall be shaped to fit the concrete that is being placed, with the edge placed 1/8 inch below the top of the finished concrete surface. Concrete placed next to an expansion joint shall be finished with an edger tool.

73-1.07 Measurement - Quantities of curb and gutter, sidewalks, valley gutters, and driveways shall be measured by the square foot, lineal foot, and/or lump sum basis as indicated on the plans and proposal.

All base material, reinforcing steel and expansion joint material shall be considered as included in the square foot, lineal foot, or lump sum price paid, except as noted below.

73-1.08 Payment - Quantities of curbs, gutters, sidewalks, valley gutters, and driveways shall be paid for at the contract price per lineal foot, square foot, or lump sum as indicated in the proposal, which prices shall include full compensation for any necessary excavation and backfill, subgrade preparation and for furnishing and applying water, curb dowels, removing and replacing curb drains, reinforcing steel, base materials and expansion joint material, and no separate payment shall be made therefor, unless specified otherwise in the special provisions or shown on the plans.

The payment for all concrete, and aggregate base in a Access Handicap Ramp shall be paid for in the Sidewalk bid item. Payment for any curbs required as a integral part of the Access Handicap Ramp shall be included in the Access Handicap Ramp bid item and no additional compensation shall be allowed therefor.

The above prices and payments shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in constructing curbs, gutters, sidewalks, island paving, Access Handicap Ramp/Wheelchair ramps and driveways, complete in place, as shown on the plans, and as specified in these specifications and special provisions and as directed by the Engineer.

SECTION 77 DOMESTIC WATER FACILITIES

All work shall conform to the California Water Service Co. Standards, Specifications, and Requirements.

SECTION 81 MONUMENTS

Monuments shall be as specified in Section 81 of the State Standard Specifications.

SECTION 82 MARKERS AND DELINEATORS

Markers and delineators shall be as specified in Section 82 of the State Standard Specifications.

Payment - Measurement and payment shall be Included in the lump sum item for Furnish, Install, Markings, Markers, and Striping, including removal of old Striping proposal item, and no further compensation shall be made therefor.

SECTION 84 TRAFFIC STRIPES AND PAVEMENT MARKINGS

All work and materials under this section shall conform with Section 84, "Traffic Stripes and Pavement Markings", of the State Standard Specifications and the following Special Provisions.

The Contractor must provide sketches per Section 5-1.02 of the State Standard Specifications referencing all existing delineation lines for storage lanes, bus lines, centerlines and channelizations and parking stalls, and shall submit these sketches to the Engineer prior to commencing any street resurfacing. The first application of permanent striping legends and pavement markings shall be placed within 7 days of surfacing.

This work shall consist of painting traffic stripes and applying glass beads on asphalt concrete pavement at locations where striping presently exists or new stripes, per details, and as designated by the Engineer in conformance with these Special Provisions.

84-3.02 Materials - The paint used shall conform to Section 84-3.02 of the Standard Specifications. Immediately after painting, apply Type II reflective glass beads which conform to Section 84-3.02, at a rate of 5 pounds of glass beads per gallon of traffic paint.

84-3.05 Application - Traffic stripes shall be painted on pavement surfaces by mechanical means with a surface application of glass beads.

Traffic stripes and parking stalls shall be repainted as they presently exist and/or as directed by the Engineer. Contractor shall furnish to the Engineer two flagmen at Contractor's expense to assist in inspecting the traffic striping layout, if required by the Engineer.

Temporary cat tracking or dribble lines are required before permanent striping or markers are placed. All additional work necessary to establish satisfactory lines for stripes shall be performed by the Contractor at his expense, including correction of minor irregularities in the alignment of cat tracks or dribble lines. For traffic safety, temporary cat tracking shall be performed by the Contractor within 8 hours of complete paving/resurfacing at each respective location, and shall be maintained in a legible and traffic safety manner by Contractor until final striping and permanent markers are in place.

Cat tracking shall consist of placing spots of paint not more than 3 inches in width and not more than 5 feet apart. Paint for cat tracks shall be the same as the used for the traffic stripe for which it is placed. Temporary adhesive type cat tracking may be used upon approval by the Engineer but must be removed by Contractor at his expense prior to placing permanent lines or markers.

All markings shall be applied in two coats. Glass beads shall be applied in both paint applications.

Paint for all stripes shall be applied in two coats at the rates indicated in Section 84-3.05.

Centerlines consisting of two 4" wide yellow stripes shall be applied in one operation.

Stop bars and crosswalk stripe shall consist of 12" wide stripe.

The equipment shall be adjustable to the extent that the traffic stripe, including glass beads where required, shall be applied in one pass of the striping machine.

Where the stripe is of such a nature, either due to configuration or location, as to render the striping machine unsuitable for use, traffic paint and glass beads may be applied by other approved methods and equipment. The Engineer will determine if the striping machine is unsuitable for a particular use.

Pavement markings and legends (warning legends, turn arrows, and such other markings shown on the Drawings) shall be painted with the use of stencils. The Engineer shall approve the stencil details prior to use.

84-3.06 Measurement and Payment - Measurement and payment shall be Included in the lump sum item for Furnish and Install Signs, Markings, Markers, and Striping proposal item, and no further compensation shall be made therefor.

SECTION 85 PAVEMENT MARKERS

Pavement markers shall conform to the provisions in Section 85, "Pavement Markers," of the State Standard Specifications, these Special Provisions and the Standard Details. Cat tracking is required before permanent markers are placed per Section 84-3.05 of these Special Provisions.

Permanent pavement markers shall be placed within 7 days after new surfacing except for overlay which shall be permanently marked within 14 days.

85-1.08 Measurement and Payment - Measurement and payment shall be Included in the lump sum item for Furnish and Install Signs, Markings, Markers, and Striping proposal item, and no further compensation shall be made therefor.

SECTION 87 SOLAR RADAR SPEED SIGN

Signals, lighting and electrical systems shall be as specified in Section 86 of the State Standard Specifications and Standard Plans, except as modified herein.

87-1.01 DESCRIPTION

Installation of radar speed sign shall conform to the provisions in Section 86, "Signals, Lighting and Electrical Systems," of the Standard Specifications and these special provisions.

87-1.02 CONDUCTORS AND WIRING

The minimum insulation thickness, at any point, for Type USE, RHH or RHW wire shall be 1.0 mm for conductor sizes No. 14 to No. 10, inclusive, and 1.3 mm for No. 8 to No. 2, inclusive. The minimum insulation thickness, at any point, for Type THW and TW wires shall be 0.69 mm for conductor sizes No. 14 to No. 10, inclusive, 1.02 mm for No. 8, and 1.37 mm for No. 6 to No. 2, inclusive.

87-1.03 SOLAR RADAR SPEED SIGN

The radar speed sign shall consist of all work shown on the plans required by the radar speed sign manufacturer, specified in the standard specifications, and as specified in these special provisions

including, but not limited to, furnishing and installing a Radar Speed Sign, sign supports and mounting hardware, conduit, solar panels, conductors to control the sign.

Materials and products which the Contractor proposes to install for the radar speed sign shall be furnished and submitted to the Engineer in conformance with the provisions in Section 6-1.07, "Certificate of Compliance," of the Standard Specifications.

The Contractor is limited to the brands and models of the radar speed signs.

Manufacturers	Models
Information Display Company	VSC-1520
All Traffic Solutions	SPEEDsentry 15
US Traffic Corporation	SUNRAY 515P

GENERAL SPECIFICATIONS

Display Housing Dimension: (500-572) mm height X (700-966) mm width X (115-240) mm depth

Numerical Height: (380 - 410) mm

Sign Dimension: (900 - 1350) mm height X (750-1250) mm width

Sign Weight: (15.5 – 27.5) kg

Housing: Heavy (2 – 3.2) mm Gauge Welded Aluminum

"YOUR SPEED" Sign: (2 – 3.2) mm Gauge Aluminum

Hardware: Stainless & Brass

Display Type: AlInGaP LED (Light Emitting Diode)

Dimmer: Dim Numeric display at night option

Operating Temperature: -40°C to 52°C

Power: Solar

RADAR Type: Internal, Low power, 24.150 GHz (K-Band), approach only

FCC Approval: Part 15 Certified, no operating license required.

DISPLAY

Speed display shall consist of 2 seven segment solid-state numeric characters and numeric characters. Each display segment shall consist of 16 discrete LEDs and 17 degree viewing angle, which are individually aimed to provide even light distribution within the viewing area. Maximum LED current shall be adjustable to different values to suit various application requirements. Light intensity shall be adjusted automatically to provide viewability under all ambient light conditions. The LED's shall be ITE (Institute of Traffic Engineers) amber and shall have a wavelength from 590 to 600 nanometers and which utilizes AlInGaP technology. The LEDs shall be rated for 100,000 hours or more for continuous illumination. The light intensity of LED shall be 2250 cd/m² or higher per California Test 606. The sign system shall be controlled in all functions by an on-board dedicated computer that shall be of solid state design and be removable.

The numeric Display shall have extremely high contrast to provide the highest visibility. Numeric speed display portion of sign shall be designed to avoid distracting the attention of motorists away from the road by the prevention of viewing from acute angle outside the motorist's normal forward field of view. The display digits shall be field-replaceable with the removal of four external fasteners or fewer.

MECHANICAL

The sign background surface shall be Reflective Sheeting of white color. Lettering: "YOUR SPEED" shall be printed in two lines using 152 mm high black letters. Outer surfaces of enclosure shall be coated with UV resistant coating.

Display window shall be made of shatter-resistant polycarbonate. The display shall have a mechanism for highly, vandal resistant, such as to absorb the shock energy by deflecting the display window and internal display together without damage. Internal electronic display and speed detection components must be highly resistant to damage that may be inflicted by thrown or launched projectiles.

Housing shall be non-sealed ventilated type weather proof (NEMA 3R or better) with tamper proof fasteners.

Internal components shall be easily accessible, and designed to allow efficient in-field repair without removal of the sign from the mounting post. Field repair shall be performed without lane closure and shall be achieved in timely manner and shall not take more than 30 minutes.

The manufacturers of the radar speed sign shall have the model and serial number, month and year of manufacturer, and operating voltage range marked on the sign.

ELECTRICAL

The sign system shall operate with solar panel and batteries to be furnished and installed by contractor.

TESTING

The radar speed sign shall be factory tested. In addition to manufacture recommended field-testing, the following Functional Testing will be done (before any final payment) by the qualified representative of the Sign vendor and the Engineer:

1. Approach: The sign is set up to detect eastbound traffic. The radar shall not detect westbound traffic.
2. Accuracy: +/- 1.6 km/h.
3. Visibility: In normal weather condition, the display shall be extremely high contrast and visible. The dimmer option could be experimentally turn off if the normal display is not too bright to view at night. In severe weather condition (wet/freeze), the overall performance of the sign shall be evaluated.

The Contractor shall have a maximum of thirty calendar days from the date of rejection to correct deviations and deficiencies.

TRAINING

The Contractor shall give minimum of 48 hours notice to the Engineer to bring State Maintenance, Operations and TMC (Traffic Management Center) personnel to the site during the testing period to observe the tests and to be trained on operation of the radar speed sign. A field training session of not less than 2 hours shall be provided to maximum of ten State employees on simple troubleshooting and repair of the Sign.

SUBMITTALS

Submittals shall conform to Section 86 – 1.04 “Equipment List and Drawings” of the Standard Specifications. The submittals shall include:

1. Underwrites Laboratory (UL) certification for the Radar Speed Sign
2. Maintenance Manuals
3. Operation Manuals
4. Shop Drawings showing the mechanical sign support and electrical connections.

WARRANTY

The manufacturer shall provide a written warranty against defects in materials and workmanship for the radar speed sign for a period of two years after installation. Replacement radar speed signs or components within the warranty period shall be provided within ten working days after receipt of failed radar speed sign at no cost to the State. All warranty documentation shall be given to the Engineer before the installation.

87-104 PAYMENT

The contract lump sum price paid for radar speed sign shall include full compensation for furnishing all labor, material, tools, equipment, and incidentals, and for doing all the work involved in radar speed sign, complete in place, including testing and training, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

SECTION 90 PORTLAND CEMENT CONCRETE

Portland cement concrete shall be as specified in Section 90 of the State Standard Specifications.

SECTION 91 PAINT

Paints shall be as specified in Section 91 of the State Standard Specifications.

SECTION 92 ASPHALTS

Asphalts shall be as specified in Section 92 of the State Standard Specifications.

SECTION 93 LIQUID ASPHALTS

Liquid asphalts shall be as specified in Section 93 of the State Standard Specifications.

SECTION 94 ASPHALTIC EMULSIONS

Asphaltic emulsions shall be as specified in Section 94 of the State Standard Specifications.

BONDS

CALIFORNIA BIDDER'S BOND

BOND NO. _____

AMOUNT: \$ _____

KNOW ALL MEN BY THESE PRESENTS, that

hereinafter called the PRINCIPAL, and _____

a corporation duly organized under the laws of the State of
_____,

having its principal place of business at _____
_____ in the State of _____

and authorized to do business in the State of California, as SURETY, are held and firmly bound
unto _____

hereinafter called the OBLIGEE, in the sum of

_____ DOLLARS (\$ _____),

for the payment of which we bind ourselves, our heirs, executors, administrators, successors, and
assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS BOND IS SUCH THAT:

WHEREAS, the PRINCIPAL is herewith submitting his or its Bid Proposal for

said Bid Proposal, by reference thereto, being hereby made a part hereof.

Now, therefore, if said Proposal shall be rejected, or in the alternate, if said Proposal shall be
accepted and the PRINCIPAL shall sign and deliver a Contract, in the form of Contract attached
hereto and shall execute and deliver Performance and Payment Bonds in the forms attached hereto
(all completed in accordance with said Proposal), and shall in all other respects perform the
agreement created by the acceptance of said Proposal.

Then, this obligation shall be void, otherwise the same shall remain in force and effect; it being
expressly understood and agreed that the liability of the Surety for any and all default of the
PRINCIPAL hereunder shall be the amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such Proposal, and said Surety does hereby waive notice of any such extension.

IN WITNESS THEREOF, the above-bounded parties have executed this instrument under their several seals, the name and corporate seal of each corporate party being hereto affixed and those presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Signed and sealed this _____ day of _____, 2020.

PRINCIPAL

By _____

SURETY

By _____
Attorney-In-Fact

The rate of premium on this bond is _____ per thousand.

Total amount of premium charged \$ _____.

CALIFORNIA PERFORMANCE BOND

BOND NO. _____

AMOUNT: \$ _____

KNOW ALL MEN BY THESE PRESENTS, that _____

of _____

hereinafter called the CONTRACTOR (Principal), and _____

a corporation duly organized and existing under and by virtue of the laws of the State of _____, hereinafter called the SURETY, and authorized to transact business within the State of California, as SURETY, are held and firmly bound unto

as OWNER (Obligee), in the sum of:

_____ DOLLARS (\$ _____),

lawful money of the United States of America, for the payment of which, well and truly be made to the OWNER, the CONTRACTOR and the SURETY bind themselves and each of their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents as follows:

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT:

WHEREAS, the CONTRACTOR has executed and entered into a certain Contract hereto, attached, with the OWNER, dated _____, 20____, for: _____

NOW, THEREFORE, if the CONTRACTOR shall well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreements of said Contract during the original term of said Contract and any extensions thereof that may be granted by the Owner, with or without notice to the Surety, and during the life of any guaranty required under the Contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreements of any and all duly authorized modifications of said Contract that may thereafter be made, except that no change will be made which increases the total Contract amount more than 20 percent in excess of the original Contract amount without notice to the Surety, then this obligation shall be void, otherwise the same shall remain in full force and virtue.

IN WITNESS WHEREOF, the above parties bounded together have executed this instrument this ____ day of _____, 20____, the name and corporate seal of each corporate party being hereto affixed and those presents duly signed by its undersigned representative, pursuant to authority of its governing body.

CONTRACTOR

By _____ (Seal)

Attest

SURETY

By _____ (Seal)

Attest

APPROVED AS TO FORM: _____, 20____

OWNER

The rate of premium on this bond is _____ per thousand.

Total amount of premium charged \$ _____

CALIFORNIA PAYMENT BOND

BOND NO. _____

AMOUNT: \$ _____

KNOW ALL MEN BY THESE PRESENTS, that _____

of _____

hereinafter called the CONTRACTOR (Principal), and _____

a corporation duly organized and existing under and by virtue of the laws of the State of _____, hereinafter called the SURETY, and authorized to transact business within the State of California, as SURETY, are held and firmly bound unto

as OWNER (Obligee), in the sum of:

_____ DOLLARS (\$ _____),

lawful money of the United States of America, for the payment of which, well and truly be made to the OWNER, the CONTRACTOR and the SURETY bind themselves and each of their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents as follows:

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT:

WHEREAS, the CONTRACTOR has executed and entered into a certain Contract hereto, attached, with the OWNER, dated _____, 200__, for: _____

That, if said Contractor, his or its heirs, executors, administrators, successors or assigns, or subcontractors, shall fail to pay any of the persons named in Civil Code Section 3181, or amounts due under the Unemployment Insurance Code with respect to work or labor performed by any such claimant, or for any amounts required to be deducted, withheld, and paid over to the Franchise Tax Board from the wages of employees of the Contractor and his subcontractors pursuant to Section 18806 of the Revenue and Taxation Code, with respect to such work and labor that the Surety or

Sureties will pay for the same, in an amount not exceeding the sum specified in the bond, and also, in case suit is brought upon the bond, a reasonable attorney's fee, to be fixed by the court.

That, this bond shall inure to the benefit of any of the persons named in Civil Code Section 3181 as to give a right of action to such persons or their assigns in any suit brought upon this bond.

Now therefore, if the CONTRACTOR shall promptly make payment to all persons supplying labor and materials in the prosecution of the work provided for in said Contract, and any and all duly authorized modifications of said Contract that may hereinafter be made, except that no change will be made which increases the total Contract amount more than 20 percent in excess of the original Contract amount without notice to the Surety, then this obligation shall be void; otherwise the same shall remain in full force and virtue.

IN WITNESS WHEREOF, the above parties bounded together have executed this instrument this ____ day of _____, 200__, the name and corporate seal of each corporate party being hereto affixed and those presents duly signed by its undersigned representative, pursuant to authority of its governing body.

CONTRACTOR

By _____ (Seal)

Attest

SURETY

By _____ (Seal)

Attest

APPROVED AS TO FORM: _____, 20____

OWNER

The rate of premium on this bond is _____ per thousand.

Total amount of premium charged \$ _____

NOTICES

NOTICE OF AWARD

To: _____
Contractor

Address

City/ST/Zip

Project: First Street Improvements

The OWNER has considered the PROPOSAL FOR THE BID OPTIONS submitted by you for the above described project in response to its Invitation to Bid dated June 26, 2020 and Instruction to Bidders.

You are hereby notified that your BID for 2019 King City Sidewalk Improvement Project – Bid Option(s) has been accepted in the amount of \$ _____

You are required by the Instructions to Bidders to execute the CONTRACT and furnish the required CONTRACTOR'S Performance Bond, Payment Bond, and certificates of insurance within ten (10) calendar days from the date of this Notice to you.

If you fail to execute said CONTRACT and to furnish said BONDS within ten (10) days from the date of this Notice, said OWNER will be entitled to consider all of your rights arising out of the OWNER'S acceptance of your BID as abandoned and as a forfeiture of your BIDDER'S BOND. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

Dated this ____ day of _____, 2020.

OWNER

By _____

Title _____

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged by this ____th day of _____, 2020.

By _____

Title _____

NOTICE TO PROCEED

To: _____
Contractor

Address

City/ST/Zip

Project: 2019 King City Sidewalk Improvement Project

You are hereby notified to commence WORK in accordance with the CONTRACT dated _____, 2020, on or before _____, 2020, and you agree to complete the WORK within 200 working days thereafter. The date of completion of all WORK is therefore _____, 2020.

Dated this ____th day of _____, 2020.

OWNER

By _____
Title _____

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged by this _____ day of _____, 2020.

By _____
Title _____



Item No. 9(J)

REPORT TO THE CITY COUNCIL

DATE: JANUARY 28, 2020

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: STEVEN ADAMS, CITY MANAGER

RE: CONSIDERATION OF CONTRACTS FOR ENGINEERING SERVICES

RECOMMENDATION:

It is recommended the City Council: 1) approve and authorize the City Manager to execute a professional services contract with Hanna-Brunetti for engineering services; and 2) approve an eligibility list and authorize the City Manager to execute contracts in a form approved by the City Attorney with Eikhof Design Group and MNS Engineers for supplemental on-call engineering services on an as needed basis.

BACKGROUND:

It has been many years since the City has solicited proposals for engineering services. Periodically requesting competitive proposals for services is a best practice and required for work associated with many State and Federal grant processes. As a result, staff issued a Request for Qualifications (RFQ) for engineering services on November 23, 2019. The deadline for responses was December 18, 2019. A copy of the RFQ is attached.

DISCUSSION:

Fifteen responses were received. Four of the fifteen are from firms providing only specialized services so they were not included in the initial review. Staff is recommending that a contract be established for one lead firm to serve as the City Engineer and provide ongoing general engineering services. It is also recommended that an eligibility list be established of the next top two firms for general engineering services and the top two firms for each of a number of categories of specialized engineering services. These include wastewater/stormwater, traffic and transportation, geotechnical engineering and

**CITY COUNCIL
CONSIDERATION OF CONTRACTS FOR ENGINEERING SERVICES
JANUARY 28, 2020
PAGE 2 OF 3**

testing, and surveying. Contracts will be established with each of these firms for supplemental services on an on-call and as-needed basis.

The selection of the firms for general engineering services is recommended for approval this evening. Approval of the eligibility list for specialized engineering services will be presented to the City Council for consideration at the next meeting after review and ranking is complete.

The firms recommended for general engineering services were selected based upon the results of a three-person review panel. Each member of the review panel scored each proposal based upon established criteria identified in the RFQ. A copy of the ranking is attached. Hanna-Brunetti was ranked first and is recommended for the contract to remain the City's lead engineering firm. Eikhof Design Group was ranked second and MNS Engineers was ranked third. They are both recommended to be included on the eligibility list for general engineering services. If approved, the City Manager will prepare and execute agreements with each of these two firms so work can be performed when supplemental engineering needs arise.

COST ANALYSIS:

The contract only involves ongoing work that is already budgeted. Therefore, there is no immediate budget impact from this action.

ENVIRONMENTAL REVIEW:

This item involves contracting for ongoing services. Therefore, it is not a "project" for the purposes of the California Environmental Quality Act (CEQA) as they do not have the potential for resulting in either a direct physical change to the environment or a reasonably foreseeable indirect physical change in the environment. No further action is required under CEQA for City Council action.

ALTERNATIVES:

The following alternatives are provided for City Council consideration:

1. Approve staff's recommendations;
2. Eliminate one or more of the firms recommended if deemed non-responsive or ineligible due to lack of qualifications and replace with the next firm on the list;
3. Request staff to issue a new RFQ;
4. Do not approve establishing an eligibility list; or
5. Provide staff other direction.

**CITY COUNCIL
CONSIDERATION OF CONTRACTS FOR ENGINEERING SERVICES
JANUARY 28, 2020
PAGE 3 OF 3**

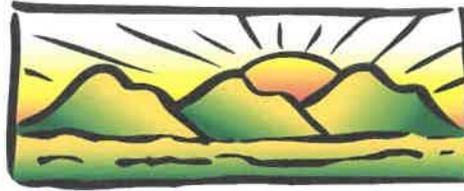
Exhibits:

1. Request for Qualifications
2. Ranking Sheet
3. Proposed contract with Hanna Brunetti

Prepared and Approved by:



Steven Adams, City Manager



KING CITY
C A L I F O R N I A

CITY OF KING

**ENGINEERING SERVICES
REQUEST FOR QUALIFICATIONS**

DUE DATE: 5:00 P.M. WEDNESDAY, DECEMBER 18, 2019

I. PURPOSE

The City of King, California (“the City”) is seeking Statements of Qualifications from consulting firms (“Consultant”) for a variety of municipal engineering services, capital project delivery, development review, staff augmentation, and other professional services. The firm selected must demonstrate experience in providing professional services, must be exceptionally capable of producing the desired services in a highly professional and cost-conscious manner, and must have established relationships with regional and State agencies. Responses to this Request for Qualifications (RFQ) will be used to: 1) select a lead firm to serve as the City Engineer and provide ongoing engineering services to the City; and 2) qualify other engineering firms to create an eligibility list in several areas of expertise to provide on-call services on an as needed basis.

II. BACKGROUND

The City of King is located on Highway 101 in the Salinas Valley, 155 miles south of San Francisco and 277 miles north of Los Angeles. The population is 14,880. King City serves as a gateway and access point for nearby Pinnacles National Park, Monterey County wine region, a thriving agricultural area, and an area rich in history made famous by the writings of John Steinbeck.

King City is a full-service city and maintains a variety of facilities, including a number of parks and sports fields, municipal buildings, wastewater treatment plant, municipal airport, and municipal golf course. Water services are provided by a private water purveyor.

The City utilizes contract engineering services for all city engineering activities, including, but not limited to civil design, traffic engineering, wastewater projects, development review, construction management and other professional services. The City is anticipating a variety of projects that will need varying levels of engineering and management services, including, but not limited to the following:

- Multimodal Transportation Center
- Roundabout
- Wastewater Treatment Plant Upgrade
- Bike Path
- Annual Street Improvement and Resurfacing Projects
- San Lorenzo Creed Sediment Removal Project
- Downtown Plaza
- Residential, Industrial and Commercial Projects
- Citywide Sidewalk Improvement Project
- Municipal Maintenance Contracts – Tree Trimming, Road Restriping, Custodial Maintenance

III. SCOPE OF WORK

The City is seeking expertise in the following disciplines:

- A. Program/Project Management
 - 1. Capital project delivery
 - 2. Grant writing and management
 - 3. Coordination with City staff
 - 4. Right-of-way management and transactions
 - 5. Project planning and management

- B. Civil Design
 - 1. Pavement rehabilitation
 - 2. Wastewater treatment and collection
 - 3. Stormwater

- C. Development Management and Review
 - 1. Development application completeness review
 - 2. Improvement plan review - review of parcel maps, final maps, tract improvement plans, grading plans, street improvement plans, plot plans and building permit plans for conformance with published City and State regulations and engineering standards of practice, including ADA and accessibility requirements
 - 3. Review technical reports
 - 4. Prepare conditions of development

- D. Traffic Engineering
 - 1. Review and coordination of traffic related items to promote traffic safety and ensure compliance with MUTCD
 - 2. Transportation planning
 - 3. Intersection design and analysis

- E. Surveying
 - 1. Field surveying
 - 2. City surveyor Services (Map reviews, etc.)
 - 3. Mapping and GIS

- F. Geotechnical Engineering and Testing

- G. Stormwater Permit Compliance

- H. Construction Management and Inspection
 - 1. Construction administration
 - 2. Field inspection

Consultants may submit a Statement of Qualifications for all, any one, or any combination of these services that the firm has in-house expertise. Submit one Statement of Qualifications for all services the consultant is interested in providing to the City.

IV. SUBMITTAL CONTENT AND REQUIREMENTS

A. Cover Letter

- 1. Firm name, office location(s), telephone numbers, and e-mail addresses of the main contact(s)
- 2. Staff contact
- 3. Number of years the firm has performed related professional services
- 4. Type of organization: individual, partnership, corporation, other (please specify).
- 5. Indicate if your firm has any conflicts of interest related to your current contracts.
- 6. Provide a statement of the firm's ability to execute the City's standard consultant services agreement and include any desired revisions to the City agreement in the separate envelope with the Consultant Rate Schedule.

B. Approach

- 1. Provide a detailed summary of the services your firm can provide to the city
- 2. State why your firm is qualified for this RFQ
- 3. Describe how your firm will deliver your services

C. Project Team

- 1. Present the proposed project team for the services the firm anticipates providing, including an organization chart, their expertise, professional background, office location, and role they will play for the various types of services described in the RFQ.
- 2. Describe management oversight and quality assurance

D. Experience and Qualifications

- 1. Present the firm's relevant experience with public agencies similar in scope to that identified in this RFQ. Include the magnitude of the contract scope and cost, the name of the agency these services were provided for, and contact information (address, phone, and email address) for the public agency's project manager. The qualifications

- package should include relevant experience with at least five (5) different public agencies where these services were provided.
2. Provide specific examples of how the firm has successfully delivered engineering projects to other public agencies.

V. SUBMITTAL INSTRUCTIONS

Submit the Statement of Qualifications by 5:00 p.m. on Wednesday, December 18, 2019 to:

Steven Adams
City Manager
King City
212 South Vanderhurst Avenue
King City, CA 93930

Provide the submittal package in two separate envelopes inside one larger envelope. Include three (3) copies of the Statement of Qualifications in one envelope. Include one copy of the Consultant Rate Schedule in the second envelope. The rate schedule will not be opened until the recommended eligibility list is determined.

Please direct any questions to Steven Adams at 831-386-5917.

VI. SELECTION PROCESS

A staff review committee will establish a recommendation to the City Council for a list of eligible firms and the lead engineering consultant based on the following criteria:

- A. Staff expertise
- B. Experience of firm
- C. Accessibility and availability
- D. Degree to which approach meets City's needs
- E. Overall degree to which proposal meets the City's needs

VII. SCHEDULE

Deadline for submittals	December 18, 2019
Review of submittals by Staff Review Committee	January 3, 2020
Interviews if requested	January 9, 2020
Recommended contract and eligibility list finalized	January 13, 2020
City Council consideration of contract and eligibility list	January 28, 2020

VIII. PROTEST PROCEDURE

Any firm that submitted a proposal may protest another consultant's proposal by submitting said protest and the reasons therefor to the City Manager within seven (7) calendar days of the announcement of the selection committee's choice. Protests must be based on the proposal's lack of responsiveness or the firm's lack of responsibility. The City Manager will then have four (4) calendar days to respond with a determination to affirm or deny the protest. The City Manager's decision is final.

IX. STATE AND FEDERAL REGULATIONS

The selected firm will be bound by all applicable state and federal regulations governing the various funding sources provided to the City. Additional information, forms and statements may be requested of firms selected for the eligibility list as required by State and Federal grant regulations.

X. STANDARD CONTRACT

The City's standard consultant services agreement is attached as Exhibit A.

**ENGINEERING SERVICES RFQ RATINGS
GENERAL**

Firm	Rater #1 Score	Rater #2 Score	Rater #3 Score	Average
Hanna-Brunetti	98	100	97	98.33
Eikhof Design Group	94	97	94	95.00
MNS	91	95	95	93.67
Wallace Group	85	94	95	91.33
Kimley Horn	85	90	90	88.33
GHD	81	90	90	87.00
Cannon	83	92	79	84.67
RJA	68	88	88	81.33
Dudek	85	83	69	79.00
CSG	68	83	74	75.00
MME	72	72	65	69.67

**CITY OF KING
CONTRACT SERVICES AGREEMENT
FOR ENGINEERING SERVICES**

THIS PROFESSIONAL SERVICES AGREEMENT (herein "Agreement") is made and entered into this 28 day of January, 2020, by and between the CITY OF KING, a California municipal corporation ("City") and Hanna-Brunetti (herein "Consultant").

NOW, THEREFORE, the parties hereto agree as follows:

1. SERVICES OF CONSULTANT

1.1 Scope of Services. In compliance with all of the terms and conditions of this Agreement, the Consultant shall perform the work or services set forth in the "Scope of Services" attached hereto as Exhibit "A" and incorporated herein by reference. Consultant warrants that it has the experience and ability to perform all work and services required hereunder and that it shall diligently perform such work and services in a professional and satisfactory manner.

1.2 Compliance With Law. All work and services rendered hereunder shall be provided in accordance with all ordinances, resolutions, statutes, rules, and regulations of the City and any Federal, State or local governmental agency of competent jurisdiction.

1.3 Licenses, Permits, Fees and Assessments. Consultant shall obtain at its sole cost and expense such licenses, permits, and approvals as may be required by law for the performance of the services required by the Agreement.

1.4 Special Requirements – CDBG Program Requirements. Consultant may be requested to perform work associated with a Community Development Block Grant (CDBG). Consultant agrees to all additional terms and conditions of this Agreement as required for CDBG and are made a part hereof are set forth in the "Special Requirements" attached hereto as Exhibit "B" and incorporated herein by this reference. In the event of a conflict between the provisions of Exhibit "B" and any other provisions of this Agreement, the provisions of Exhibit "B" shall govern.

2. COMPENSATION

2.1 Contract Sum. For the services rendered pursuant to this Agreement, Consultant shall be compensated in accordance with the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference, but not exceeding the maximum contract amount of Three Hundred and Fifty Thousand Dollars (\$350,000) ("Contract Sum") per fiscal year.

2.2 Invoices. Each month Consultant shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month in a form approved by City's Director of Finance. By submitting an invoice for payment under this Agreement, Consultant is certifying compliance with all provisions of the Agreement. The

invoice shall detail charges for all necessary and actual expenses by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and sub-contractor contracts. Sub-contractor charges shall also be detailed by such categories. Consultant shall not invoice City for any duplicate services performed by more than one person.

City shall independently review each invoice submitted by the Consultant to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. Except as to any charges for work performed or expenses incurred by Consultant which are disputed by City, City will use its best efforts to cause Consultant to be paid within forty five (45) days of receipt of Consultant's correct and undisputed invoice; however, Consultant acknowledges and agrees that due to City warrant run procedures, the City cannot guarantee that payment will occur within this time period. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Consultant for correction and resubmission. Review and payment by the City of any invoice provided by the Consultant shall not constitute a waiver of any rights or remedies provided herein or any applicable law.

2.3 Additional Services. City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Contract Officer to the Consultant, incorporating therein any adjustment in (i) the Contract Sum for the actual cost of the extra work, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Consultant. Any increase in compensation of up to ten percent (10%) of the Contract Sum but not exceeding a total contract amount of Five Thousand Dollars (\$5,000) or in the time to perform of up to ninety (90) days may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively, must be approved by the City Council. No claim for an increase in the Contract Sum or time for performance shall be valid unless the procedures established in this Section are followed.

3. PERFORMANCE SCHEDULE

3.1 Time of Essence. Time is of the essence in the performance of this Agreement.

3.2 Schedule of Performance. Consultant shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the "Schedule of Performance" attached hereto as Exhibit "D" and incorporated herein by this reference. When requested by the Consultant, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Contract Officer but not exceeding thirty (30) days cumulatively.

3.3 Force Majeure. The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Consultant, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the Consultant shall within ten (10) days of the commencement of such delay notify the Contract Officer in writing of the causes of the delay. The Contract Officer shall

ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Contract Officer such delay is justified. The Contract Officer's determination shall be final and conclusive upon the parties to this Agreement. In no event shall Consultant be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Consultant's sole remedy being extension of the Agreement pursuant to this Section.

3.4 Term. Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not exceeding one (1) year from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit "D").

4. COORDINATION OF WORK

4.1 Representative of Consultant. _____ is hereby designated as being the representative of Consultant authorized to act on its behalf with respect to the work and services specified herein and make all decisions in connection therewith. All personnel of Consultant and any authorized agents shall be under the exclusive direction of the representative of Consultant. Consultant shall utilize only competent personnel to perform services pursuant to this Agreement. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff and subcontractors, and shall keep City informed of any changes.

4.2 Contract Officer. City Manager [or such person as may be designated by the City Manager] is hereby designated as being the representative the City authorized to act in its behalf with respect to the work and services specified herein and to make all decisions in connection therewith ("Contract Officer").

4.3 Prohibition Against Subcontracting or Assignment. Consultant shall not contract with any entity to perform in whole or in part the work or services required hereunder without the express written approval of the City. Neither this Agreement nor any interest herein may be assigned or transferred, voluntarily or by operation of law, without the prior written approval of City. Any such prohibited assignment or transfer shall be void.

4.4 Independent Consultant. Neither the City nor any of its employees shall have any control over the manner, mode or means by which Consultant, its agents or employees, perform the services required herein, except as otherwise set forth. Consultant shall perform all services required herein as an independent contractor of City with only such obligations as are consistent with that role. Consultant shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City, or that it is a member of a joint enterprise with City.

5. INSURANCE AND INDEMNIFICATION

5.1 Insurance Coverages. The Consultant shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, during the entire term of this Agreement including any extension thereof, the following policies of insurance which shall cover all elected and appointed officers, employees and agents of City:

(a) Commercial General Liability Insurance (Occurrence Form CG0001 or equivalent). A policy of comprehensive general liability insurance written on a per occurrence basis for bodily injury, personal injury and property damage. The policy of insurance shall be in an amount not less than \$1,000,000.00 per occurrence or if a general aggregate limit is used, either the general aggregate limit shall apply separately to this contract/location, or the general aggregate limit shall be twice the occurrence limit.

(b) Worker's Compensation Insurance. A policy of worker's compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for the Consultant against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by the Consultant in the course of carrying out the work or services contemplated in this Agreement.

(c) Automotive Insurance (Form CA 0001 (Ed 1/87) including "any auto" and endorsement CA 0025 or equivalent). A policy of comprehensive automobile liability insurance written on a per occurrence for bodily injury and property damage in an amount not less than either (i) bodily injury liability limits of \$250,000.00 per person and \$500,000.00 per occurrence and property damage liability limits of \$500,000.00 per occurrence or (ii) combined single limit liability of \$1,000,000.00. Said policy shall include coverage for owned, non-owned, leased, hired cars, and any other automobile.

(d) Professional Liability. Professional liability insurance appropriate to the Consultant's profession. This coverage may be written on a "claims made" basis, and must include coverage for contractual liability. The professional liability insurance required by this Agreement must be endorsed to be applicable to claims based upon, arising out of or related to services performed under this Agreement. The insurance must be maintained for at least 5 consecutive years following the completion of Consultant's services or the termination of this Agreement. During this additional 5-year period, Consultant shall annually and upon request of the City submit written evidence of this continuous coverage.

(e) Additional Insurance. Policies of such other insurance, as may be required in the Special Requirements in Exhibit "B".

(f) Subcontractors. Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

5.2 General Insurance Requirements.

All of the above policies of insurance shall be primary insurance and shall name the City, its elected and appointed officers, employees and agents as additional insureds and any insurance maintained by City or its officers, employees or agents may apply in excess of, and not contribute with Consultant's insurance. The insurer is deemed hereof to waive all rights of subrogation and contribution it may have against the City, its officers, employees and agents and their respective insurers. The insurance policy must specify that where the primary insured does not satisfy the self-insured retention, any additional insured may satisfy the self-insured retention. All of said policies of insurance shall provide that said insurance may not be amended

or cancelled by the insurer or any party hereto without providing thirty (30) days prior written notice by certified mail return receipt requested to the City. In the event any of said policies of insurance are cancelled, the Consultant shall, prior to the cancellation date, submit new evidence of insurance in conformance with Section 5.1 to the Contract Officer. No work or services under this Agreement shall commence until the Consultant has provided the City with Certificates of Insurance, additional insured endorsement forms or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by the City. City reserves the right to inspect complete, certified copies of and endorsement to all required insurance policies at any time. Any failure to comply with the reporting or other provisions of the policies including breaches or warranties shall not affect coverage provided to City.

The insurance required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A" or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the City's Risk Manager or other designee of the City due to unique circumstances.

5.3 Indemnification. To the full extent permitted by law, Consultant agrees to indemnify, defend and hold harmless the City, its officers, employees and agents ("Indemnified Parties") against, and will hold and save them and each of them harmless from, any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities whether actual or threatened (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising out of or in connection with the negligent performance of the work, operations or activities provided herein of Consultant, its officers, employees, agents, subcontractors, invitees, or any individual or entity for which Consultant is legally liable ("indemnitors"), or arising from Consultant's or indemnitors' reckless or willful misconduct, or arising from Consultant's or indemnitors' negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, except claims or liabilities occurring as a result of City's sole negligence or willful acts or omissions. The indemnity obligation shall be binding on successors and assigns of Consultant and shall survive termination of this Agreement.

6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records. Consultant shall keep, and require subcontractors to keep, such ledgers, books of accounts, invoices, vouchers, canceled checks, reports, studies or other documents relating to the disbursements charged to City and services performed hereunder (the "books and records"), as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services and shall keep such records for a period of three years following completion of the services hereunder. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records.

6.2 Reports. Consultant shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement or as the Contract Officer shall require.

6.3 Confidentiality and Release of Information.

(a) All information gained or work product produced by Consultant in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Consultant. Consultant shall not release or disclose any such information or work product to persons or entities other than the City without prior written authorization from the Contract Officer.

(b) Consultant shall not, without prior written authorization from the Contract Officer or unless requested by the City Attorney, voluntarily provide documents, declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered “voluntary” provided Consultant gives the City notice of such court order or subpoena.

(c) If Consultant provides any information or work product in violation of this Agreement, then the City shall have the right to reimbursement and indemnity from Consultant for any damages, costs and fees, including attorney’s fees, caused by or incurred as a result of Consultant’s conduct.

(d) Consultant shall promptly notify the City should Consultant be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed thereunder. The City retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with the City and to provide the City with the opportunity to review any response to discovery requests provided by Consultant.

6.4 Ownership of Documents. All studies, surveys, data, notes, computer files, reports, records, drawings, specifications, maps, designs, photographs, documents and other materials (the “documents and materials”) prepared by Consultant in the performance of this Agreement shall be the property of the City and shall be delivered to the City upon request of the Contract Officer or upon the termination of this Agreement, and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by the City of its full rights of ownership use, reuse, or assignment of the documents and materials hereunder. Moreover, Consultant with respect to any documents and materials that may qualify as “works made for hire” as defined in 17 U.S.C. § 101, such documents and materials are hereby deemed “works made for hire” for the City.

7. **ENFORCEMENT OF AGREEMENT AND TERMINATION**

7.1 California Law. This Agreement shall be interpreted, construed and governed both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Monterey, State of California.

7.2 Disputes; Default. In the event that Consultant is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating

Consultant for any work performed after the date of default. Instead, the City may give notice to Consultant of the default and the reasons for the default. The notice shall include the timeframe in which Consultant may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, if circumstances warrant. During the period of time that Consultant is in default, the City shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. If Consultant does not cure the default, the City may take necessary steps to terminate this Agreement under this Article.

7.3 Legal Action. In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement. Notwithstanding any contrary provision herein, Consultant shall file a statutory claim pursuant to Government Code Sections 905 et. seq. and 910 et. seq., in order to pursue any legal action under this Agreement.

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

7.4 Termination Prior to Expiration of Term. This Section shall govern any termination of this Contract except as specifically provided in the following Section for termination for cause. The City reserves the right to terminate this Contract at any time, with or without cause, upon thirty (30) days' written notice to Consultant, except that where termination is due to the fault of the Consultant, the period of notice may be such shorter time as may be determined by the Contract Officer. In addition, the Consultant reserves the right to terminate this Contract at any time, with or without cause, upon sixty (60) days' written notice to City, except that where termination is due to the fault of the City, the period of notice may be such shorter time as the Consultant may determine. Upon receipt of any notice of termination, Consultant shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Except where the Consultant has initiated termination, the Consultant shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer. In the event the Consultant has initiated termination, the Consultant shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder, but not exceeding the compensation provided therefore in the Schedule of Compensation Exhibit "C". In the event of termination without cause pursuant to this Section, the terminating party need not provide the non-terminating party with the opportunity to cure pursuant to Section 7.2.

7.5 Termination for Default of Consultant. If termination is due to the failure of the Consultant to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 7.2, take over the work and prosecute the same to completion by contract or otherwise, and the Consultant shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the City shall use reasonable efforts to mitigate such damages), and City

may withhold any payments to the Consultant for the purpose of set-off or partial payment of the amounts owed the City as previously stated.

8. MISCELLANEOUS

8.1 Covenant Against Discrimination. Consultant covenants that, by and for itself, its heirs, executors, assigns and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry, or other protected class in the performance of this Agreement. Consultant shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry, or other protected class

8.2 Non-liability of City Officers and Employees. No officer or employee of the City shall be personally liable to the Consultant, or any successor in interest, in the event of any default or breach by the City or for any amount, which may become due to the Consultant or to its successor, or for breach of any obligation of the terms of this Agreement.

8.3 Notice. Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the City, to the City Manager and to the attention of the Contract Officer (with her/his name and City title), City of King 212 S. Vanderhurst Avenue, King City, CA 93930 and in the case of the Consultant, to the person(s) at the address designated on the execution page of this Agreement. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

8.4 Integration; Amendment. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. This Agreement may be amended at any time by the mutual consent of the parties by an instrument in writing.

8.5 Severability. In the event that part of this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining portions of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

8.6 Waiver. No delay or omission in the exercise of any right or remedy by non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

8.7 Attorneys' Fees. If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which any be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees, whether or not the matter proceeds to judgment.

8.8 Interpretation.

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

8.9 Counterparts.

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

8.10 Warranty & Representation of Non-Collusion. No official, officer, or employee of City has any financial interest, direct or indirect, in this Agreement, nor shall any official, officer, or employee of City participate in any decision relating to this Agreement which may affect his/her financial interest or the financial interest of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any State or municipal statute or regulation. The determination of "financial interest" shall be consistent with State law and shall not include interests found to be "remote" or "noninterests" pursuant to Government Code Sections 1091 or 1091.5. Consultant warrants and represents that it has not paid or given, and will not pay or give, to any third party including, but not limited to, any City official, officer, or employee, any money, consideration, or other thing of value as a result or consequence of obtaining or being awarded any agreement. Consultant further warrants and represents that (s)he/it has not engaged in any act(s), omission(s), or other conduct or collusion that would result in the payment of any money, consideration, or other thing of value to any third party including, but not limited to, any City official, officer, or employee, as a result of consequence of obtaining or being awarded any agreement. Consultant is aware of and understands that any such act(s), omission(s) or other conduct resulting in such payment of money, consideration, or other thing of value will render this Agreement void and of no force or effect.

Consultant's Authorized Initials _____

8.11 Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first-above written.

CITY:

CITY OF KING, a municipal corporation

Steven Adams, City Manager

ATTEST:

Erica Sonne, Deputy City Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

Roy Santos, City Attorney

CONSULTANT:

By: _____
Name:
Title:

By: _____
Name:
Title:

Address: _____

Two corporate officer signatures required when Consultant is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. CONSULTANT'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONSULTANT'S BUSINESS ENTITY.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

STATE OF CALIFORNIA

COUNTY OF MONTEREY

On _____, 2017 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

- INDIVIDUAL
 - CORPORATE OFFICER
- _____
- TITLE(S)

TITLE OR TYPE OF DOCUMENT

- PARTNER(S) LIMITED
- GENERAL

NUMBER OF PAGES

- ATTORNEY-IN-FACT
 - TRUSTEE(S)
 - GUARDIAN/CONSERVATOR
 - OTHER _____
- _____

DATE OF DOCUMENT

SIGNER IS REPRESENTING:
(NAME OF PERSON(S) OR ENTITY(IES))

SIGNER(S) OTHER THAN NAMED ABOVE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

STATE OF CALIFORNIA

COUNTY OF MONTEREY

On _____, 2017 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form

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 - TRUSTEE(S)
 - GUARDIAN/CONSERVATOR
 - OTHER _____
- _____

DATE OF DOCUMENT

SIGNER IS REPRESENTING:
(NAME OF PERSON(S) OR ENTITY(IES))

SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT "A"

SCOPE OF SERVICES

At the request of City, Consultant shall provide engineering services to City, including , but not limited to, the following:

The City is seeking expertise in the following disciplines:

- A. Program/Project Management
 - 1. Capital project delivery
 - 2. Grant writing and management
 - 3. Coordination with City staff
 - 4. Right-of-way management and transactions
 - 5. Project planning and management

- B. Civil Design
 - 1. Pavement rehabilitation
 - 2. Wastewater treatment and collection
 - 3. Stormwater

- C. Development Management and Review
 - 1. Development application completeness review
 - 2. Improvement plan review - review of parcel maps, final maps, tract improvement plans, grading plans, street improvement plans, plot plans and building permit plans for conformance with published City and State regulations and engineering standards of practice, including ADA and accessibility requirements
 - 3. Review technical reports
 - 4. Prepare conditions of development

- D. Traffic Engineering
 - 1. Review and coordination of traffic related items to promote traffic safety and ensure compliance with MUTCD
 - 2. Transportation planning
 - 3. Intersection design and analysis

- E. Surveying
 - 1. Field surveying
 - 2. City surveyor Services (Map reviews, etc.)
 - 3. Mapping and GIS

- F. Geotechnical Engineering and Testing
- G. Stormwater Permit Compliance
- H. Construction Management and Inspection
 - 1. Construction administration
 - 2. Field inspection
- I. Other works as requested.

EXHIBIT "B"

SPECIAL REQUIREMENTS

FEDERAL TERMS AND CONDITIONS RELATED TO CDBG FUNDING:

During the performance of the contract, the Contractor must agree to comply with all applicable Federal laws and regulations including but not limited to the following:

Part 2 CFR Part 200:

Comply with the provisions provided under Part 2 CFR Part 200 per HUD requirements for all Federal funding governed by these provisions.

AFFIRMATIVE ACTION:

The work to be performed under this contract is on a project assisted under a program providing direct federal financial assistance from the United States Department of Housing and Urban Development (HUD) and subject to 24 CFR 85.36(e). The CITY hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, disadvantaged, minority and women's business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, religious creed, sex, or national origin in consideration for an award. Minority and women-owned and operated businesses encouraged to apply.

SECTION 3:

The work to be performed under this contract is on a project assisted under a program providing direct federal financial assistance from the HUD, Community Development Block Grant Program, and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 USC 1701u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low and moderate income persons residing within the project area and that the contracts for work in connection with the project be awarded to eligible business concerns which are located in, or owned in substantial part by persons residing in the area of the project. Regulations for implementing the Section 3 clause are contained in 24 CFR 135, as amended, and as specified in the project specifications.

NON-DISCRIMINATION CLAUSE:

During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section

7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

EQUAL OPPORTUNITY:

During the performance of this Contract, the Contractor agrees as follows:

1. The Contractor will comply with Executive Order 11246 of September 24, 1965 entitled Equal Employment Opportunity as amended by Executive Order 11375 of October 1967 as supplemented in Department of Labor regulations (41 CFR chapter 60).
2. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to insure that applicants are employed and that employees are treated equally during employment, without regard to race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment upgrading, demotion, transfer, recruitment, or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City Setting forth the provisions of this nondiscrimination clause.
3. The Contractor will, 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 their race, color, religion, sex, or national origin.
4. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
5. The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting 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 noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept. 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24,

1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

7. The Contractor will include 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 No. 11246 of September 24, 1965, so that such provisions will *be* binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a 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, the contractor may request the United States to enter into such litigation to protect the interests of the United States.
8. The Contractor shall file, and shall cause each of his subcontractors to file, Compliance Reports with the contracting agency or the Secretary of Labor as may be directed. Compliance Reports shall be filed within such times and shall contain such information as to the practices, policies, programs, and employment policies, programs, and employment statistics of the contractor and each subcontractor, and shall be in such form, as the Secretary of Labor may prescribe.
9. Bidders or prospective contractors or subcontractors may be required to state whether they have participated in any previous contract subject to the provisions of this Order, or any preceding similar Executive order, and in that event to submit, on behalf of themselves and their proposed subcontractors, Compliance Reports prior to or as an initial part of their bid or negotiation of a contract.
10. Whenever the Contractor or subcontractor has a collective bargaining agreement or other Contract or understanding with a labor union or an agency referring workers or providing or supervising apprenticeship or training for such workers, the Compliance Report shall include such information as to such labor union's or agency's practices and policies affecting compliance as the Secretary of Labor may prescribe: *Provided,* That to the extent such information is within the exclusive possession of a labor union or an agency referring workers or providing or supervising apprenticeship or training and such labor union or agency shall refuse to furnish such information to the contractor, the contractor shall so certify to the Secretary of Labor as part of its Compliance Report and shall set forth what efforts he has made to obtain such information.
11. The Secretary of Labor may direct that any bidder or prospective contractor or subcontractor shall submit, as part of his Compliance Report, a statement in writing, signed by an authorized officer or agent on behalf of any labor union or any agency referring workers or providing or supervising apprenticeship or other training, with which the bidder or prospective contractor deals, with supporting information, to the effect that the signer's practices and policies do not discriminate on the grounds of race, color, religion, sex or national origin, and that the signer either will affirmatively cooperate in the implementation of the policy and provisions of this order or that it consents and agrees that recruitment, employment, and the terms and conditions of employment under the proposed contract shall be in accordance with the purposes and provisions of the order. In the event that the union or the agency shall refuse to execute such a statement, the Compliance Report shall so certify and set forth what efforts have

been made to secure such a statement and such additional factual material as the Secretary of Labor may require.

12. The Contractor will cause the foregoing provisions to be inserted in all subcontracts for work covered by this Agreement so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

CONFLICT OF INTEREST OF MEMBERS, OFFICERS, OR EMPLOYEES OF CONTRACTORS, MEMBERS OF LOCAL GOVERNING BODY, OR OTHER PUBLIC OFFICIALS:

Pursuant to 24 CFR 570.611, no member, officer, or employee of the Grantee, or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercise or have exercised any functions or responsibilities with respect to CDBG activities assisted under this part, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a CDBG-assisted activity, or have a financial interest in any contract, subcontract or agreement with respect to a CDBG-assisted activity or its proceeds, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one (1) year thereafter. The Grantee shall incorporate, or cause to be incorporated, in all such contracts or subcontracts a provision prohibiting such interest pursuant to the purposes of this Section.

INSURANCE:

Maintenance, if so required by law, unemployment insurance, disability insurance and liability insurance, which is reasonable to compensate any person, firm, or corporation, who may be injured or damaged by the contractor, or any subcontractor in performing the grant activity(ies) or any part of it.

DISADVANTAGED/MINORITY/WOMEN BUSINESS ENTERPRISE FEDERAL REGULATORY REQUIREMENTS UNDER 24 CFR 85.36(e):

The Contractor will take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible.

1. Affirmative steps shall include:
 - i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
 - ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
 - iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
 - iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises;

- v. Using the services/assistance of the Small Business Administration (SBA), and the Minority Business Development Agency (MBDA) of the Department of Commerce.

COPELAND "ANTI-KICKBACK" ACT (18 U.S.C. 874):

Contractor shall comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3).

COMPLIANCE WITH ALL FEDERAL LABOR STANDARD PROVISIONS:

Contractor shall comply with all provisions contained in the form HUD-4010, Federal Labor Standards Provisions.

COMPLIANCE WITH SECTIONS 103 AND 107 OF THE CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. 327-330):

Contractor will comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR part 5). Requires the contracting officer to insert the clauses set forth in 29 CFR part 5, Construction contracts awarded by grantees and subgrantees in excess of \$2000, and in excess of \$2500 for other contracts which involve the employment of mechanics or laborers)

REQUIREMENTS AND REGULATIONS PERTAINING TO DATA AND DESIGN:

All data and design and engineering work created under this Agreement shall be owned by the City and shall not be subject to copyright protection. The rights to any invention which is developed in the course of this Agreement shall be the property of the City.

REQUIREMENTS AND REGULATIONS PERTAINING TO REPORTING:

The City, State CDBG, HUD and the Comptroller General of the United States or any of their duly authorized representatives shall be granted access to any books, documents, papers and records of Contractor which are directly pertinent the contract.

COMPLIANCE WITH CLEAN AIR ACT AND CLEAN WATER ACT:

Contractor shall comply with all applicable standards, orders and requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857(h)).

1. Contractor shall comply with all applicable standards, orders and requirements issued under Section 508 of the Clean Air Act (33 U.S.C. 1368).
2. Contractor shall comply with Executive Order 11738 and Environmental Protection Agency regulations (40 CFR Part 15).

COMPLIANCE WITH ENERGY POLICY AND CONSERVATION ACT (Pub. L. 94-163, 89 Stat. 871):

The Contractor shall comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163,89 Stat. 871).

D/MBE/WBE IMPLEMENTATION GUIDELINES:

The following information, as applicable, shall be retained by Contractor and produced upon request by General Services if determined by General Services to be necessary to establish the bidder's "good faith efforts" to meet the Disadvantaged/Minority/Women Business Enterprise (D/M/WBE) requirements.

1. The names and dates of advertisement of each newspaper, trade paper, and minority- focus paper in which a request for D/M/WBE participation for this project was placed by the bidder.
2. The names and dates of notices of all certified D/M/WBEs solicited by direct mail for this project and the dates and methods used for following up initial solicitations to determine with certainty whether the D/M/WBEs were interested.
3. The items of work for which the bidder requested subbids or materials to be supplied by D/M/WBEs, the information furnished interested D/M/WBEs in the way of plans, specifications and requirements for the work, and any breakdown of items of work into economically feasible units to facilitate D/M/WBE participation. Where there are D/M/WBEs available for doing portions of the work normally performed by the bidder with his own forces, the bidder will be expected to make portions of such work available for D/M/WBEs to bid on.
4. The names of D/M/WBEs who submitted bids for any of the work indicated in (3) above, which were not accepted, a summary of the bidder's discussions and/or negotiations with them, the name of the subcontractor or supplier that was selected for that portion of work, and the reasons for the bidder's choice. If the reason for rejecting the D/M/WBE bid was price, give the price bid by the rejected D/M/WBE and the price bid by the selected subcontractor or supplier.
5. Assistance that the bidder has extended to D/M/WBEs identified in (4) above to remedy the deficiency in their sub-bids.
6. To find a D/M/WBE certified firm, you may call (916) 445-3520, go on-line to: <http://www.dot.ca.eov/hq/bep>, or via mail at: D/M/WBE Listing for County, CalTrans - Publications Distribution Unit, 1900 Royal Oaks, Sacramento, CA 95815-3800.

AUDIT, RETENTION AND INSPECTION OF RECORDS:

The Contractor agrees that the (City/County), the Department of Housing and Community Development, the Federal Department of Housing and Urban Development (HUD), or its designee will have the right to review, obtain, and copy all records pertaining to performance of this Agreement. The Contractor agrees to provide any relevant information requested and shall permit the (City/County), the Department of Housing and Community Development, the Federal Department of Housing and Urban Development (HUD), or its designee access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with California Public Contract Code (PCC) Section 10115 et seq., Government Code (GC) Section 8546.7 and 2 CCR 1896.60 et seq.

The Contractor further agrees to maintain such records for a period of five (5) years after final payment under this Agreement, and that on or before the end of the five (5) year audit/retention

period, the Consultant shall release and deliver to the (City/County) all original records and related documentation.

EXHIBIT "C"

SCHEDULE OF COMPENSATION

- I. Consultant shall invoice City monthly based upon the following attached rate schedule:**

- II. The City will compensate Consultant for the Services performed upon submission of a valid invoice. Each invoice is to include:**
 - A. Line items and brief description of all the work performed, the number of hours worked, and the hourly rate.
 - B. Line items for all materials and equipment properly charged to the Services.
 - C. Line items for all other approved reimbursable expenses claimed, with supporting documentation.
 - D. Line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.

- III. The total compensation for the Services shall not exceed \$350,000 annually, as provided in Section 2.1 of this Agreement.**



Professional Services Hourly Fee Schedule

OFFICE AND PROFESSIONAL

Principal Engineer.....	\$ 190.00
Associate Engineer/Project Manager.....	\$ 170.00
Project Engineer.....	\$ 155.00
Surveyor.....	\$ 165.00
Design Engineer.....	\$ 135.00
Assistant Surveyor.....	\$ 130.00
Junior Civil Engineer.....	\$ 115.00
Technician.....	\$ 115.00
Inspector.....	\$ 127.00
Draftsperson.....	\$ 110.00
Clerical.....	\$ 74.00
Witness – Per Deposition Appearance.....	Minimum 4-hour increments
Witness – Per Court Appearance.....	Minimum 4-hour increments

FIELD

One-Person Survey Crew.....	\$ 200.00*
Two-Person Survey Crew.....	\$ 235.00*
Three-Person Survey Crew.....	\$ 280.00*

MISCELLANEOUS EXPENSE SCHEDULE

Computer/Data Processing Services.....	\$ 93.50
Transportation.....	\$.575 per mile
Reprographics, Prints and Materials.....	Cost + 20%
In-House – 24"X36" Prints.....	\$ 3.00 per print
Xerox – 8"X11".....	\$0.39 per page
FAX.....	\$0.39 per page
pH & Turbidity Testing.....	\$5 per sample
Outside Consultant Services.....	Cost + 15%
Filing and Permit Fees.....	Cost + 15%
Outside Delivery Service.....	Cost + 15%
Equipment Rentals.....	Cost + 15%
Special Fees, Permits or Insurance.....	Cost + 15%

THIS HOURLY RATE SCHEDULE IS EFFECTIVE JULY 1, 2019 – JUNE 30, 2020

The rates and fees for all services performed subsequent to that date shall be adjusted to reflect increased operating, overhead and inflationary costs.

EXHIBIT "D"

SCHEDULE OF PERFORMANCE

- I. Consultant shall perform all services in a timely manner.**
- II. Consultant shall meet regularly with the Contract Officer agree on schedules for all assignments.**
- III. The Contract Officer may approve extensions for performance of the services in accordance with Section 3.2.**



Item No. 9(K)

REPORT TO THE CITY COUNCIL

DATE: JANUARY 28, 2020

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: OCTAVIO HURTADO, CITY ENGINEER

**RE: CONSIDERATION OF AMENDMENT #1 TO MEASURE X
MASTER PROGRAMS FUNDING AGREEMENT**

RECOMMENDATION:

It is recommended the City Council: 1) approve and authorize the City Manager to execute the Amendment #1 to Measure X Master Programs Funding Agreement with the Transportation Agency of Monterey County (TAMC) to receive Measure X funding.

BACKGROUND:

Measure X was approved by the voters of Monterey County in the November 8, 2016 election. Measure X established a 3/8 cent sales tax for transportation improvements. A portion of the funding is allocated directly to cities for street maintenance. TAMC is the funding agency.

Council approved and entered into a Measure X Master Programs Funding Agreement on June 21, 2017. The Agreement and Measure X implementing ordinance (Ordinance 2016-01) included a Maintenance of Effort requirement defined as an average of the prior three years spent for local transportation purposes. The proposed amendment will change the method for calculating the existing ordinance's required maintenance of effort to be the greater of the SB1 requirement which is the average local funds spent in fiscal years of 2009/10, 2010/11, and 2011/12 or the amount local funds spent in fiscal year 2016/17, plus an annual growth factor. Maintenance of Effort refers to the amount of local funds that are required to be spent on street improvements in order to receive Measure X funds, which is based on past expenditures.

**CITY COUNCIL
CONSIDERATION OF AMENDMENT #1 TO MEASURE X MASTER
PROGRAMS FUNDING AGREEMENT
JANUARY 28, 2020
PAGE 2 OF 2**

DISCUSSION:

In order to receive its share of Measure X funding, the City is required to enter into an agreement with TAMC to ensure the funds are used for eligible projects. At its October 23, 2019 meeting, the TAMC Board of Directors approved Ordinance 2019-01 to revise the Measure X Maintenance of Effort calculation for all jurisdictions. This change will be advantageous to the City because it means King City can increase its investment in street improvements in the future without being penalized with a higher maintenance effort.

COST ANALYSIS:

The City has been receiving approximately \$350,000 annually from the Measure X sales tax.

ENVIRONMENTAL REVIEW:

The funding agreement is not a "project" for the purposes of the California Environmental Quality Act (CEQA) as it is a funding mechanism that does not have the potential for resulting in either a direct physical change to the environment, or a reasonably foreseeable indirect physical change in the environment. Additionally, future projects using Measure X funds will be environmentally assessed as part of their approval. No further action is required under CEQA for City Council action.

ALTERNATIVES:

The following alternatives are provided for City Council consideration:

1. Approve Amendment #1 to Measure X Master Programs Funding Agreement;
2. Direct staff to request TAMC to consider changes to Amendment #1;
3. Do not approve Amendment #1 to Measure X Master Programs Funding Agreement, which would forfeit the funding; or
4. Provide staff other direction.

Prepared by:



Octavio Hurtado, City Engineer

Approved by:



Steven Adams, City Manager

AMENDMENT #1 TO MEASURE X MASTER PROGRAMS FUNDING AGREEMENT
BETWEEN
THE TRANSPORTATION AGENCY FOR MONTEREY COUNTY
AND
KING CITY

THIS AMENDMENT No. 1 to the agreement originally dated June 21, 2017, between the Transportation Agency for Monterey County, hereinafter referred to as "TAMC," and King City, hereinafter referred to as "Jurisdiction," is hereby entered into between TAMC and the Jurisdiction.

RECITALS:

- A. **WHEREAS**, TAMC and Jurisdiction entered into a Measure X Master Programs Funding Agreement on June 21, 2017, hereinafter referred to as "Agreement;"
- B. **WHEREAS**, both the Agreement and Measure X implementing ordinance (Ordinance 2016-01) included a Maintenance of Effort requirement defined as an average of the prior three years spent for local transportation purposes; and
- C. **WHEREAS**, subsequent to the adoption of Measure X, the State of California adopted "SB 1," which provided, among other things, funding to local jurisdictions based upon a different Maintenance of Effort calculation, thus creating potential confusion and conflicts in such calculations for Measure X jurisdictions; and
- D. **WHEREAS**, TAMC also received feedback from local jurisdictions during the Fiscal Year 2017/18 Measure X Annual Reporting period that this Maintenance of Effort calculation would penalize local jurisdictions that make large one-time investments in transportation maintenance improvements;
- E. **WHEREAS**, on July 16, 2019, the Measure X Citizens Oversight Committee recommended that the Maintenance of Effort definition be revised to "an amount not less than the annual average of its expenditures from its general fund during the preceding three fiscal years 2009-10, 2010-11, and 2011-12 fiscal years, but not less than what was expended in 2016-17 (when Measure X passed), as reported to the Controller pursuant to Streets and Highways Code section 2151. This baseline amount will be indexed annually to the Engineering News Record construction index.";
- F. **WHEREAS**, on October 23, 2019, the TAMC Board of Directors, with support from the Measure X Citizens Oversight Committee and Jurisdiction, duly approved Ordinance 2019-01, which amended the Measure X implementing ordinance (Ordinance 2016-01) to revise the definition for calculating the Maintenance of Effort, as described above; and
- G. **WHEREAS**, TAMC and Jurisdiction desire to amend the Agreement to make the Maintenance of Effort definition consistent with Ordinance 2019-01.

NOW, THEREFORE, the parties agree to amend the Agreement as follows:

1. Article I, Paragraph 4

The definition of "Maintenance of Effort Report" shall be replaced in its entirety with the following:

Maintenance of Effort Report: A report to be adopted by a jurisdiction, no later than December 31 of each year the Measure X tax is in effect, verifying that Measure X funds received by the reporting jurisdiction have been used to augment, and not supplant, local resources spent in the fiscal year, as described in Article IV Section A.6. The amount of local resources spent for the fiscal year is calculated as the annual average of its expenditures from its general fund during the 2009-10, 2010-11, and 2011-12 fiscal years, but not less than what was expended in 2016-17 (when Measure X passed), as reported to the Controller pursuant to Streets and Highways Code section 2151. This baseline amount will be indexed annually to the Engineering News Record construction index."

2. Article IV, Section A, Paragraph 6

Article IV, Section A, Paragraph 6 shall be replaced in its entirety with the following:

6. RECIPIENT shall certify, no later than August 31, 2017 and December 31st of each year thereafter, in an annual Maintenance of Effort Report verification that these Measure X funds are used to augment and not supplant local resources spent. RECIPIENT shall expend each fiscal year from its general fund for street and highway purposes an amount not less than the annual average of its expenditures from its general fund during the 2009-10, 2010-11, and 2011-12 fiscal years, but not less than what was expended in 2016-17 (when Measure X passed), as reported to the Controller pursuant to Streets and Highways Code section 2151 ("Maintenance of Effort"). This baseline amount will be indexed annually to the Engineering News Record construction index."

3. REMAINDER OF TERMS UNCHANGED

All other terms of the Agreement remain in full effect.

An executed copy of this Amendment No. 1 shall be attached to the Agreement and shall be incorporated as if fully set forth therein.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 1 to the Agreement with Consultant.

TAMC:

JURISDICTION:

Debra L. Hale
Executive Director

Steven Adams
City Manager

(date)

(date)

Approved as to form:

TAMC Counsel

(date)



Item No. 10(A)

REPORT TO THE CITY COUNCIL

DATE: JANUARY 28, 2020

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: STEVEN ADAMS, CITY MANAGER

RE: CONSIDERATION OF AN ORDINANCE AMENDING CHAPTER 17.03 OF TITLE 17 OF THE KING CITY MUNICIPAL CODE PERTAINING TO COMMERCIAL CANNABIS ACTIVITY

RECOMMENDATION:

It is recommended the City Council: 1) open the public hearing and allow public testimony from those present to speak; 2) close public testimony; 3) defer Council discussion and deliberation, and 4) continue the item to the February 11th meeting, which will provide time for the Planning Commission to review it and provided recommendations at their regularly scheduled February 4th meeting.

BACKGROUND:

At the September 24, 2019 meeting, the City Council requested staff to prepare information for discussion on allowing cannabis storefront dispensaries. The analysis was presented to the City Council at the October 22, 2019 meeting. At the conclusion of the discussion, the City Council directed staff to prepare an Ordinance for Council consideration that would allow cannabis storefront dispensaries in the City in certain areas.

DISCUSSION:

The item was proposed and publicly noticed to be heard by the Planning Commission on January 21st and by the City Council on January 28th. Unfortunately, the Planning Commission did not have a quorum to vote on the item, which required it be postponed.

It is placed on the January 28th agenda as a public hearing because it was previously noticed. Staff has prepared a recommended process and ordinance designed to attract commercial dispensary activity, while also minimizing negative impacts on other businesses, the community and adjacent neighborhoods. However, staff recommends that no analysis, recommendations,

**CITY COUNCIL
CONSIDERATION OF AN ORDINANCE AMENDING CHAPTER 17.03 OF
TITLE 17 OF THE KING CITY MUNICIPAL CODE PERTAINING TO
COMMERCIAL CANNABIS ACTIVITY
JANUARY 28, 2020
PAGE 2 OF 2**

or discussion be conducted until Planning Commission completes its review and recommendations

ENVIRONMENTAL REVIEW:

Environmental Review is not required for a continued item. No actions will be considered at this time. It will be prepared as part of the proposal of the Ordinance.

ALTERNATIVES:

The following alternatives are provided for Council consideration:

1. Approve staff's recommendations;
2. Continue and re-notice the public hearing for one or other of the meetings to a different date or a date to be determined in the future;
3. Request staff to not proceed with the process; or
4. Provide other direction to staff.

Prepared and Approved by:



Steven Adams, City Manager



Item No. 10(B)

REPORT TO THE CITY COUNCIL

DATE: JANUARY 28, 2020

TO: CITY COUNCIL

FROM: STEVEN ADAMS, CITY MANAGER

**RE: CONSIDERATION OF 2020 COMMUNITY DEVELOPMENT
BLOCK GRANT APPLICATION**

RECOMMENDATION:

It is recommended the City Council continue this item to the February 11, 2020 meeting.

BACKGROUND:

At the November 26, 2019 meeting, the 2020 Community Development Block Grant (CDBG) application process and funding goals for activities and projects were presented to council. The Council directed staff to proceed with preparation of a CDBG application and scheduled the public hearing for the January 28, 2020 meeting.

DISCUSSION:

Since the November 26, 2019 meeting, the State delayed release of the Notice of Funding Availability (NOFA). Therefore, the application will not be ready for the January 28, 2020 meeting. The deadline has been extended, so staff has now scheduled the item for consideration at the February 11, 2020 meeting. In addition, the State has modified the process, so a second public hearing is no longer required. As a result, the item will likely be placed on the consent portion of the agenda.

COST ANALYSIS:

The grant application could potentially result in \$3.5 million in additional funding to the City for these projects.

**CITY COUNCIL
CONSIDERATION OF 2020 COMMUNITY DEVELOPMENT BLOCK GRANT
APPLICATION
JANUARY 28, 2020
PAGE 2 OF 2**

ENVIRONMENTAL REVIEW:

The environmental review for the CDBG application project is being conducted as part of the project approval. There is no environmental review associated with continuance of the agenda item.

ALTERNATIVES:

The following alternatives are presented for Council consideration:

1. Approve staff's recommendations;
2. Continue the item to a date uncertain;
3. Direct staff not to proceed with the application; or
4. Provide other direction to staff.

Prepared and Approved by:



Steven Adams, City Manager