

CITY OF SAUSALITO
420 Litho Street, Sausalito, CA 94965

Addendum No. 1

Issued **July 8, 2025**

For
Bridgeway Safety Improvements Project – Napa St to Johnson St

Page 1 of 2

NOTICE TO ALL PLAN HOLDERS SUBMITTING BIDS FOR THIS WORK:

You are hereby notified of the following information, changes, clarifications or modifications to the original Contract Documents, Project Manual, Drawings, Specifications and subsequent Addenda. This Addendum shall supersede the original Contract Documents and previous Addenda wherein it contradicts the same and shall take precedence over anything to the contrary therein. All other conditions remain, UNCHANGED.

This Addendum is hereby made a part of the Contract Documents to the same extent as though it were originally included therein.

RESPONSE TO QUESTIONS

Question: Please provide clarification on the product desired for bid item 19, Stamped Asphalt. Detail 1 on sheet C5 calls out stamped and colored asphalt (StreetPrint) with StreetBond coating applied on top of the stamped asphalt surface.

However, the project specifications state that the basis of design is DuraTherm inlaid thermoplastic.

DuraTherm will have a higher material cost than StreetPrint/StreetBond. So it is important to clarify which product you want quoted.

Response: Please use StreetPrint/StreetBond.

Question: Regarding the above referenced project I have the following questions:

- On the document labeled "Project Quantities" there are specific alternate bid items shown. They are not shown on the bid schedule in the contract specs. Please advise?
- In the contract specs there are alternates shown but the dollar value is predetermined. Can you clarify if this is a mistake?

Response: These issues have been revised in this addendum.

Bridgeway Safety Improvement Project – Napa St to Johnson St
Addendum No. 1

Revision:

**Bid Documents, see attached.
REVISED PROJECT SPECIFICATIONS
DRAFT ENCROACHMENT PERMIT**

Attachments to Addendum 1:
PROJECT SPECIFICATIONS
DRAFT ENCROACHMENT PERMIT

END OF ADDENDUM NO. 1

**Issued By: City of Sausalito
Ali Iqbal
Project Manager**

ACKNOWLEDGED

Bidder's Signature

A signed copy of this addendum is to be submitted as a part of the bid package for the subject project. Failure to do so may subject the Bidder to Disqualification.



CITY OF SAUSALITO
REVISED - BID DOCUMENTS
FOR
BRIDGEWAY SAFETY IMPROVEMENT PROJECT
NAPA STREET TO JOHNSON STREET

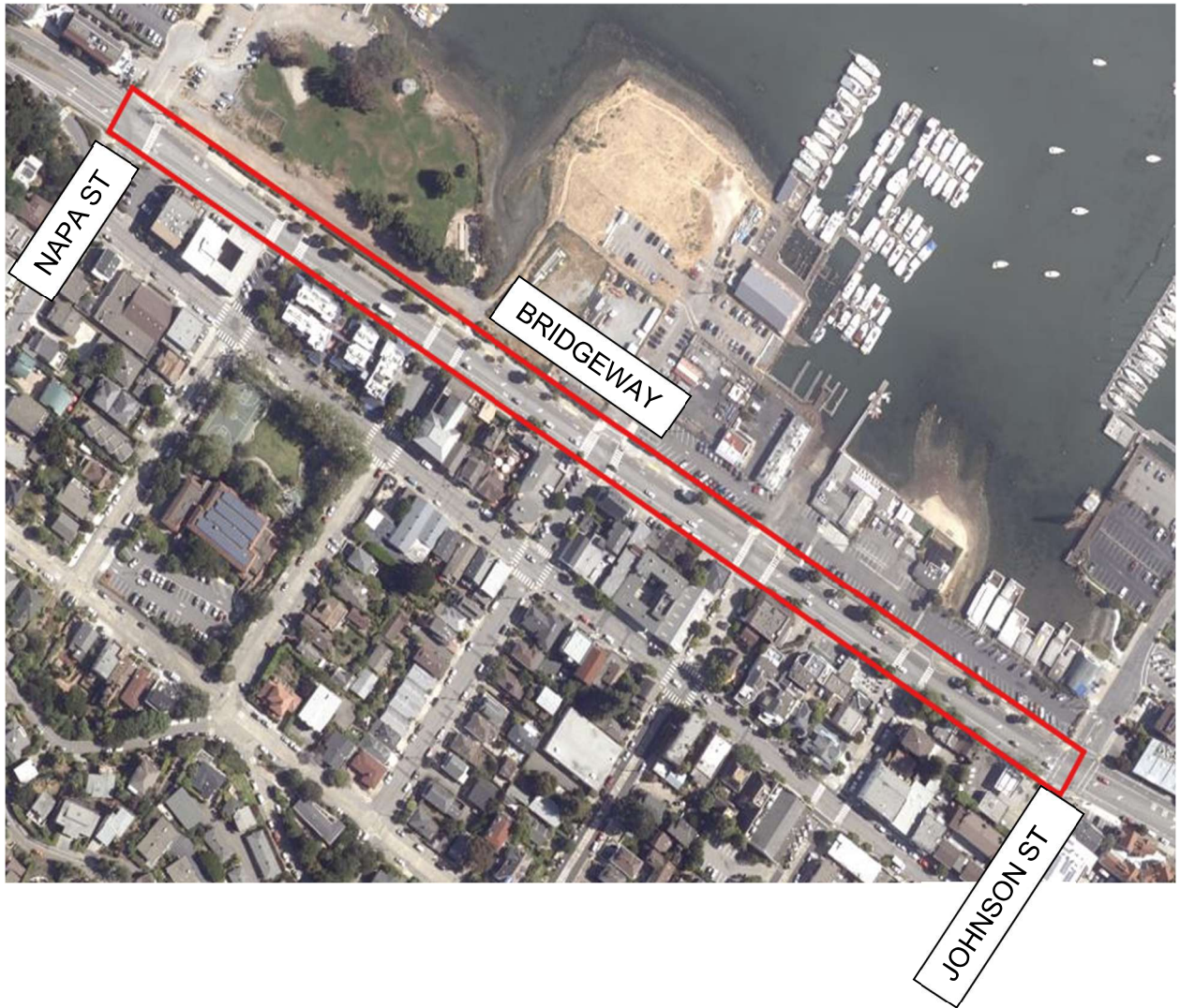
July 2025
CITY OF SAUSALITO
MARIN COUNTY

PUBLIC WORKS DEPARTMENT
420 Litho Street
Sausalito, California 94965
(415) 289-4106

Director of Public Works and City Engineer
Kevin McGowan, PE

Bid Opening: July 17, 2025

Contract Performance Time: 120 Calendar Days Base Bid,
120 Calendar Base Bid and Bid Alternatives
Liquidated Damages: \$1,500 per Calendar Day



LOCATION MAP

City of Sausalito

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00 11 16 – NOTICE INVITING BIDS

NOTICE IS HEREBY GIVEN that the City of Sausalito (“City”) invites and will receive sealed Bids up to but not later than **July 17, 2024 at 2:00pm** at the office of the City Hall (Administration Office), located at 420 Litho Street, Sausalito, CA 90755, for the furnishing to City of all labor, equipment, materials, tools, services, transportation, permits, utilities, and all other items necessary for Bridgeway Safety Improvement Project – Napa St to Johnson Street Project (the “Project”). At said time, Bids will be publicly opened and read aloud at the Administration Office. Bids received after said time shall be returned unopened. Bids shall be valid for a period of 90 calendar days after the Bid opening date.

The scope of work includes installing stamped at-grade medians, shortening left-turn pockets, and adding protected refuge islands for pedestrian crossings. Bulb-outs and curb ramps will be added at six intersections to reduce crossing distance and improve pedestrian visibility. All existing traffic markings will be updated, including green pavement markings for cyclists and yield markings. Parking near crosswalks will be removed per AB413 to improve visibility. The work also includes removing duplicative crosswalks, adding median refuges, applying colored or stamped surfaces to medians, and reducing median widths for bicycle access. Rectangular Rapid Flashing Beacons will be installed at Bridgeway crosswalks.

Bids must be submitted on the City’s Bid Forms. Bidders may obtain a copy of the Contract Documents from <https://www.sausalito.gov/departments/public-works/bid-notices>. To the extent required by section 20103.7 of the Public Contract Code, upon request from a contractor plan room service, the City shall provide an electronic copy of the Contract Documents at no charge to the contractor plan room.

It is the responsibility of each prospective bidder to download and print all Bid Documents for review and to verify the completeness of Bid Documents before submitting a bid. Any Addenda will be posted on <https://www.sausalito.gov/departments/public-works/bid-notices>. It is the responsibility of each prospective bidder to check <https://www.sausalito.gov/departments/public-works/bid-notices> on a daily basis through the close of bids for any applicable addenda or updates. The City does not assume any liability or responsibility based on any defective or incomplete copying, excerpting, scanning, faxing, downloading or printing of the Bid Documents. Information on <https://www.sausalito.gov/departments/public-works/bid-notices> may change without notice to prospective bidders. The Contract Documents shall supersede any information posted or transmitted by <https://www.sausalito.gov/departments/public-works/bid-notices>.

Each Bid shall be accompanied by cash, a certified or cashier’s check, or Bid Bond secured from a surety company satisfactory to the City, the amount of which shall not be less than ten percent (10%) of the submitted Total Bid Price, made payable to City of Sausalito as bid security. The bid security shall be provided as a guarantee that within ten (10) working days after the City provides the successful bidder the Notice of Award, the successful Bidder will enter into a contract and provide the necessary bonds and certificates of insurance. The bid security will be declared forfeited if the successful Bidder fails to comply within said time. No interest will be paid on funds deposited with City.

The successful Bidder will be required to furnish a Faithful Performance Bond and a Labor and Material Payment Bond each in an amount equal to one hundred percent (100%) of the Contract Price. Each bond shall be in the forms set forth herein, shall be secured from a surety company that meets all State of California bonding requirements, as defined in California Code of Civil Procedure Section 995.120, and that is a California admitted surety insurer.

Pursuant to Section 22300 of the Public Contract Code of the State of California, the successful Bidder may substitute certain securities for funds withheld by City to ensure its performance under the contract.

Pursuant to Labor Code Section 1773, City has obtained the prevailing rate of per diem wages and the prevailing wage rate for holiday and overtime work applicable in Marin County from the Director of the Department of Industrial Relations for each craft, classification, or type of worker needed to execute this contract. A copy of these prevailing wage rates may be obtained via the internet at: www.dir.ca.gov/dlsr/

In addition, a copy of the prevailing rate of per diem wages is available at the City's Public Works Department and shall be made available to interested parties upon request. The successful bidder shall post a copy of the prevailing wage rates at each job site. It shall be mandatory upon the Bidder to whom the Contract is awarded, and upon any subcontractors, to comply with all Labor Code provisions, which include but are not limited to the payment of not less than the said specified prevailing wage rates to all workers employed by them in the execution of the Contract, employment of apprentices, hours of labor, and debarment of contractors and subcontractors.

Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. No Bid will be accepted nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work. If awarded a contract, the Bidder and its subcontractors, of any tier, shall maintain active registration with the Department of Industrial Relations for the duration of the Project. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

This Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. In bidding on this Project, it shall be the Bidder's sole responsibility to evaluate and include the cost of complying with all labor compliance requirements under this contract and applicable law in its Bid.

Unless otherwise provided in the Instructions for Bidders, each Bidder shall be a licensed contractor pursuant to sections 7000 et seq. of the Business and Professions Code in the following classification(s) throughout the time it submits its Bid and for the duration of the contract: A-General Engineering Contractor.

Substitution requests shall be made within 35 calendar days after the award of the contract. Pursuant to Public Contract Code Section 3400(b), the City may make findings designating that certain additional materials, methods or services by specific brand or trade name other than those listed in the Standard Specifications be used for the Project. Such findings, if any, as well as the materials, methods or services and their specific brand or trade names that must be used for the Project may be found in the Special Conditions.

The California Air Resources Board ("CARB") implemented amendments to the In-Use Off-Road Diesel-Fueled Fleets Regulations ("Regulation") which went into effect on January 1, 2024 and apply broadly to all self-propelled off road diesel vehicles 25 horsepower or greater and other forms of equipment used in California. A copy of the Regulation is available at <https://ww2.arb.ca.gov/sites/default/files/barcu/regact/2022/off-roaddiesel/appa-1.pdf>. Bidders are required to comply with all CARB and Regulation requirements, including, without limitation, all applicable sections of the Regulation, as codified in Title 13 of the California Code of Regulations section 2449 et

seq. throughout the duration of the Project. Bidders must provide, with their Bid, copies of Bidder's and all listed subcontractors' most recent, valid Certificate of Reported Compliance ("CRC") issued by CARB. Failure to provide valid CRCs as required herein may render the Bid non-responsive.

City shall award the contract for the Project to the lowest responsive, responsible Bidder as determined by the City from BASE BID ALONE. The City reserves the right to reject any or all bids or to waive any irregularities or informalities in any bids or in the bidding process.

All bid questions must be in writing and can be emailed to Ali Iqbal, at aiqbal@sausalito.gov and Kevin McGowan at kmcgowan@sausalito.gov. The last day to submit questions prior to bid opening is Thursday, July 3, 2024.

END OF NOTICE INVITING BIDS

00 21 13 – INSTRUCTIONS TO BIDDERS**ARTICLE 1. SECURING DOCUMENTS**

Bids must be submitted to the City on the Bid Forms which are a part of the Bid Package for the Project. Bid and Contract Documents may be obtained from <https://www.sausalito.gov/departments/public-works/bid-notice> as specified in the Notice Inviting Bids. Prospective bidders are encouraged to telephone in advance to determine the availability of Contract Documents. Any charge for the Contract Documents is stated in the Notice Inviting Bids.

The City may also make the Contract Documents available for review at one or more plan rooms, as indicated in the Notice Inviting Bids. Please Note: Prospective Bidders who choose to review the Contract Documents at a plan room must contact the City to obtain the required Contract Documents if they decide to submit a bid for the Project.

Any Addenda will be posted on <https://www.sausalito.gov/departments/public-works/bid-notice>. Failure to acknowledge addenda may make a bid nonresponsive and not eligible for award of the contract.

ARTICLE 2. EXAMINATION OF SITE AND CONTRACT DOCUMENTS

At its own expense and prior to submitting its Bid, each Bidder shall visit the site of the proposed work and fully acquaint itself with the conditions relating to the construction and labor required so that the Bidder may fully understand the work, including but not limited to difficulties and restrictions attending the execution of the work under the contract. Each Bidder shall carefully examine the Drawings, and shall read the Specifications, Contract, and all other documents referenced herein. Each Bidder shall also determine the local conditions which may in any way affect the performance of the work, including local tax structure, contractors' licensing requirements, availability of required insurance, the prevailing wages and other relevant cost factors, shall familiarize itself with all federal, state and local laws, ordinances, rules, regulations and codes affecting the performance of the work, including the cost of permits and licenses required for the work, and shall make such surveys and investigations, including investigations of subsurface or latent physical conditions at the site or where work is to be performed as may be required. Bidders are responsible for consulting the standards referenced in the Contract. The failure or omission of any Bidder to receive or examine any contract documents, forms, instruments, addenda, or other documents, or to visit the site and acquaint itself with conditions there existing shall in no way relieve any Bidder from any obligation with respect to its Bid or to the contract and no relief for error or omission will be given except as required under State law. The submission of a Bid shall be taken as conclusive evidence of compliance with this Article.

ARTICLE 3. INTERPRETATION OF DRAWINGS AND DOCUMENTS

Prospective Bidders unclear as to the true meaning of any part of the Drawings, Specifications or other proposed contract documents may submit to the Engineer of the City a written request for interpretation. The prospective Bidder submitting the request is responsible for prompt delivery. Interpretation of the Drawings, Specifications or other proposed contract documents will be made only by a written addendum duly issued and a copy of such addenda will be mailed or delivered to each prospective Bidder who has purchased a set of Drawings and Specifications. The City

will not be responsible for any other explanation or interpretations of the proposed documents. If a Prospective Bidders becomes aware of any errors or omissions in any part of the Contract Documents, it is the obligation of the Prospective Bidder to promptly bring it to the attention of the City.

ARTICLE 4. PRE-BID CONFERENCE/SITE WALK

[NOT USED.]

ARTICLE 5. ADDENDA

The City reserves the right to revise the Contract Documents prior to the Bid opening date. Revisions, if any, shall be made by written Addenda. All Addenda issued by the City shall be included in the Bid and made part of the Contract Documents. Pursuant to Public Contract Code Section 4104.5, if the City issues an Addendum which includes material changes to the Project less than 72 hours prior to the deadline for submission of Bids, the City will extend the deadline for submission of Bids. The City may determine, in its sole discretion, whether an Addendum warrants postponement of the Bid submission date. Each prospective Bidder shall provide City a name, address, email address, and facsimile number to which Addenda may be sent, as well as a telephone number by which the City can contact the Bidder. Copies of Addenda will be furnished by email, facsimile, first class mail, express mail or other proper means of delivery without charge to all parties who have obtained a copy of the Contract Documents and provided such current information. Please Note: Bidders are responsible for ensuring that they have received any and all Addenda. To this end, each Bidder should contact the Public Works Department to verify that it has received all Addenda issued, if any, prior to the Bid opening. The Bidder shall indicate the Addenda received prior to bidding in the space provided in the Bid Form. Failure to indicate all Addenda may be sufficient cause for rejecting the Bid.

ARTICLE 6. ALTERNATE BIDS

If alternate bid items are called for in the Contract Documents, the time required for completion of the alternate bid items has already been factored into the Contract duration and no additional Contract time will be awarded for any of the alternate bid items. The City may elect to include one or more of the alternate bid items, or to otherwise remove certain work from the Project scope of work. Accordingly, each bidder must ensure that each bid item contains a proportionate share of profit, overhead, and other costs or expenses which will be incurred by the bidder.

ARTICLE 7. COMPLETION OF BID FORMS

Bids shall only be prepared using copies of the Bid Forms which are included in the Contract Documents. The use of substitute Bid Forms other than clear and correct photocopies of those provided by the City will not be permitted. Bids shall be executed by an authorized signatory as described in these Instructions to Bidders. In addition, Bidders shall fill in all blank spaces (including inserting "N/A" where applicable), and initial all interlineations, alterations, or erasures to the Bid Forms. Bidders shall neither delete, modify, nor supplement the printed matter on the Bid Forms nor make substitutions thereon. **USE OF BLACK OR BLUE INK, INDELIBLE PENCIL, OR A TYPEWRITER IS REQUIRED.** Deviations in the Bid Forms may result in the Bid being deemed non-responsive.

ARTICLE 8. MODIFICATIONS OF BIDS

Each Bidder shall submit its Bid in strict conformity with the requirements of the Contract Documents. Unauthorized additions, modifications, revisions, conditions, limitations, exclusions or provisions attached to a Bid may render it non-responsive and may cause its rejection. Bidders shall not delete, modify, or supplement the printed matter on the Bid Forms, or make substitutions thereon. Oral, telephonic and electronic modifications will not be considered.

ARTICLE 9. SUBCONTRACTORS

Bidder shall set forth the name, address of the place of business, DIR public works contractor registration number unless exempt pursuant to Labor Code Sections 1725.5 and 1771.1, and contractor license number of each subcontractor who will perform work, labor, furnish materials or render services to the bidder on said contract and each subcontractor licensed by the State of California who, under subcontract to bidder, specially fabricates and installs a portion of the Work described in the Drawings and Specifications in an amount in excess of one half of one percent (0.5%) of the total bid price, and shall indicate the portion of the work to be done by such subcontractor in accordance with Public Contract Code Section 4104.

ARTICLE 10. LICENSING REQUIREMENTS

Pursuant to Business and Professions Code Section 7028.15 and Public Contract Code Section 3300, all bidders must possess proper licenses for performance of this Contract. Subcontractors must possess the appropriate licenses for each specialty subcontracted. Pursuant to Business and Professions Code Section 7028.5, the City shall consider any bid submitted by a contractor not currently licensed in accordance with state law and pursuant to the requirements found in the Contract Documents to be nonresponsive, and the City shall reject the Bid. The City shall have the right to request, and Bidders shall provide within ten (10) calendar days, evidence satisfactory to the City of all valid license(s) currently held by that Bidder and each of the Bidder's subcontractors, before awarding the Contract.

Notwithstanding anything contained herein, if the Work involves federal funds, the Contractor shall be properly licensed by the time the Contract is awarded, pursuant to the provisions of Public Contract Code section 20103.5.

ARTICLE 11. BID GUARANTEE (BOND)

Each bid shall be accompanied by: (a) cash; (b) a certified or cashier's check made payable to City of Sausalito; or (c) a Bid Bond secured from a surety company satisfactory to the City, the amount of which shall not be less than ten percent (10%) of the Total Bid Price, made payable to City of Sausalito as bid security. Personal sureties and unregistered surety companies are unacceptable. The surety insurer shall be California admitted surety insurer, as defined in Code of Civil Procedure Section 995.120. The bid security shall be provided as a guarantee that within ten (10) working days after the City provides the successful bidder the Notice of Award, the successful bidder will enter into a contract and provide the necessary bonds and certificates of insurance. The bid security will be declared forfeited if the successful bidder fails to comply within said time, and City may enter into a contract with the next lowest responsive responsible bidder, or may call for new bids. No interest shall be paid on funds deposited with the City. City will return the security accompanying the bids of all unsuccessful bidders no later than 60 calendar days after award of the contract.

ARTICLE 12. IRAN CONTRACTING ACT OF 2010

In accordance with Public Contract Code Section 2200 *et seq.*, the City requires that any person that submits a bid or proposal or otherwise proposes to enter into or renew a contract with the City with respect to goods or services of one million dollars (\$1,000,000) or more, certify at the time the bid is submitted or the contract is renewed, that the person is not identified on a list created pursuant to subdivision (b) of Public Contract Code Section 2203 as a person engaging in investment activities in Iran described in subdivision (a) of Public Contract Code Section 2202.5, or as a person described in subdivision (b) of Public Contract Code Section 2202.5, as applicable.

The form of such Iran Contracting Certificate is included with the bid package and must be signed and dated under penalty of perjury.

ARTICLE 13. NONCOLLUSION DECLARATION

Bidders on all public works contracts are required to submit a declaration of noncollusion with their bid. This form is included with the bid package and must be signed and dated under penalty of perjury.

ARTICLE 14. PUBLIC WORKS CONTRACTOR REGISTRATION CERTIFICATION

Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. No bid will be accepted nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work. If awarded a contract, the bidder and its subcontractors, of any tier, shall maintain active registration with the Department of Industrial Relations for the duration of the Project. To this end, Bidder shall sign and submit with its Bid the Public Works Contractor Registration Certification on the form provided, attesting to the facts contained therein. Failure to submit this form may render the bid non-responsive. In addition, each Bidder shall provide the registration number for each listed subcontractor in the space provided in the Designation of Subcontractors form.

ARTICLE 15. BIDDER INFORMATION AND EXPERIENCE FORM

Each Bidder shall complete the questionnaire provided herein and shall submit the questionnaire along with its Bid. Failure to provide all information requested within the questionnaire along with the Bid may cause the bid to be rejected as non-responsive. The City reserves the right to reject any Bid if an investigation of the information submitted does not satisfy the Engineer that the Bidder is qualified to properly carry out the terms of the contract.

ARTICLE 16. WORKERS' COMPENSATION CERTIFICATION

In accordance with the provisions of Labor Code Section 3700, Contractor shall secure the payment of compensation to its employees. Contractor shall sign and file with the City the following certificate prior to performing the work under this Contract:

I am aware of the provisions of Section 3700 of the Labor Code, which require every employer to be insured against liability for workers' compensation or to

undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

The form of such Workers' Compensation Certificate is included as part of this document.

ARTICLE 17. CALIFORNIA AIR RESOURCES BOARD COMPLIANCE

The City is a Public Works Awarding Body, as defined under Title 13 California Code of Regulations section 2449(c)(46). Accordingly, Bidders must submit, with their Bids, valid Certificates of Reported Compliance (“CRC”) for the Bidder’s fleet and for the fleet(s) of its listed subcontractors (including any applicable leased equipment or vehicles). Bidder must additionally complete and submit the Fleet Compliance Certification, included in the Bid Documents. Failure to provide a CRC for the Bidder, and for all listed subcontractors, or failure to complete the Fleet Compliance Certification, may render the Bid non-responsive.

ARTICLE 18. SIGNING OF BIDS

All Bids submitted shall be executed by the Bidder or its authorized representative. Bidders may be asked to provide evidence in the form of an authenticated resolution of its Board of Directors or a Power of Attorney evidencing the capacity of the person signing the Bid to bind the Bidder to each Bid and to any Contract arising therefrom.

If a Bidder is a joint venture or partnership, it may be asked to submit an authenticated Power of Attorney executed by each joint venturer or partner appointing and designating one of the joint venturers or partners as a management sponsor to execute the Bid on behalf of Bidder. Only that joint venturer or partner shall execute the Bid. The Power of Attorney shall also: (1) authorize that particular joint venturer or partner to act for and bind Bidder in all matters relating to the Bid; and (2) provide that each venturer or partner shall be jointly and severally liable for any and all of the duties and obligations of Bidder assumed under the Bid and under any Contract arising therefrom. The Bid shall be executed by the designated joint venturer or partner on behalf of the joint venture or partnership in its legal name.

ARTICLE 19. SUBMISSION OF SEALED BIDS

Once the Bid and supporting documents have been completed and signed as set forth herein, they shall be placed, along with the Bid Guarantee and other required materials, in a sealed envelope, addressed and delivered or mailed, postage prepaid, to the Engineering Department of the City before the time and day set for the receipt of bids. The envelope shall bear the title of the work and the name of the bidder. No oral or telephonic bids will be considered. No forms transmitted via the internet, e-mail, facsimile, or any other electronic means will be considered unless specifically authorized by the City as provided herein. Bids received after the time and day set for the receipt of bids shall be returned to the bidder unopened. The envelope shall also contain the following in the lower left-hand corner thereof:

**Bid of _____ (Bidder’s Name)
for the Bridgeway Safety Improvement Project – Napa St to Johnson St Project**

Only where expressly permitted in the Notice Inviting Bids may bidders submit their bids via electronic transmission pursuant to Public Contract Code sections 1600 and 1601. Any

acceptable method(s) of electronic transmission shall be stated in the Notice Inviting Bids. City may reject any bid not strictly complying with City's designated methods for delivery.

ARTICLE 20. OPENING OF BIDS

At the time and place set for the opening and reading of bids, or any time thereafter, each and every bid received prior to the time and day set for the receipt of bids will be publicly opened and read. The City will leave unopened any Bid received after the specified date and time, and any such unopened Bid will be returned to the bidder. It is the bidder's sole responsibility to ensure that its Bid is received as specified. Bids may be submitted earlier than the date(s) and time(s) indicated.

The public reading of each bid will include the following information:

- A. The name and business location of the bidder.
- B. The nature and amount of the bid security furnished by bidder.
- C. The bid amount.

Bidders or their representatives and other interested persons may be present at the opening of the bids. The City may, in its sole discretion, elect to postpone the opening of the submitted Bids. The City reserves the right to reject any or all Bids and to waive any informality or irregularity in any Bid.

ARTICLE 21. WITHDRAWAL OF BID

Any bid may be withdrawn either personally or by written request, incurring no penalty, at any time prior to the scheduled closing time for receipt of bids. Requests to withdraw bids shall be worded so as not to reveal the amount of the original bid. Withdrawn bids may be resubmitted until the time and day set for the receipt of bids, provided that resubmitted bids are in conformance with the instructions herein.

Bids may be withdrawn after bid opening only by providing written notice to City within five (5) working days of the bid opening and in compliance with Public Contract Code Section 5100 *et seq.*, or as otherwise may be allowed with the consent of the City.

ARTICLE 22. BIDDERS INTERESTED IN MORE THAN ONE BID

No Bidder shall be allowed to make, file or be interested in more than one bid for the same work unless alternate bids are specifically called for. A person, firm or corporation that has submitted a sub-proposal to a Bidder, or that has quoted prices of materials to a Bidder, is not thereby disqualified from submitting a sub-proposal or quoting prices to other bidders. No person, firm, corporation, or other entity may submit a sub-proposal to a Bidder, or quote prices of materials to a Bidder, when also submitting a prime Bid on the same Project.

ARTICLE 23. SUBSTITUTION OF SECURITY

The Contract Documents call for monthly progress payments based upon the percentage of the Work completed. The City will retain a percentage of each progress payment as provided by the

Contract Documents. At the request and expense of the successful Bidder, the City will substitute securities for the amount so retained in accordance with Public Contract Code Section 22300.

ARTICLE 24. PREVAILING WAGES

The City has obtained from the Director of the Department of Industrial Relations the general prevailing rate of per diem wages in the locality in which this work is to be performed for each craft or type of worker needed to execute the Contract. These rates are available at the Public Works Department of the City or may be obtained online at <http://www.dir.ca.gov>. Bidders are advised that a copy of these rates must be posted by the successful Bidder at the job site(s).

ARTICLE 25. DEBARMENT OF CONTRACTORS AND SUBCONTRACTORS

In accordance with the provisions of the Labor Code, contractors or subcontractors may not perform work on a public works project with a subcontractor who is ineligible to perform work on a public project pursuant to Labor Code Sections 1777.1 or 1777.7. Any contract on a public works project entered into between a contractor and a debarred subcontractor is void as a matter of law. A debarred subcontractor may not receive any public money for performing work as a subcontractor on a public works contract. Any public money that is paid to a debarred subcontractor by the Contractor for the Project shall be returned to the City. The Contractor shall be responsible for the payment of wages to workers of a debarred subcontractor who has been allowed to work on the Project.

ARTICLE 26. INSURANCE REQUIREMENTS

Prior to commencing work, the successful bidder shall purchase and maintain insurance as set forth in the General Conditions.

ARTICLE 27. PERFORMANCE BOND AND PAYMENT BOND REQUIREMENTS

The successful bidder will be required to furnish a Labor and Material Payment Bond and a Faithful Performance Bond each in an amount equal to one hundred percent (100%) of the contract price. Each bond shall be secured from a surety company that meets all State of California bonding requirements, as defined in California Code of Civil Procedure Section 995.120 and is admitted by the State of California. Each bond shall be accompanied, upon the request of City, with all documents required by California Code of Civil Procedure Section 995.660 to the extent required by law. All bonding and insurance requirements shall be completed and submitted to City within ten (10) working days from the date the City provides the successful bidder with the Notice of Award.

ARTICLE 28. SALES AND OTHER APPLICABLE TAXES, PERMITS, LICENSES AND FEES

Contractor and its subcontractors performing work under this Contract will be required to pay California sales tax and other applicable taxes, and to pay for permits, licenses and fees required by the agencies with authority in the jurisdiction in which the Work will be located, unless otherwise expressly provided by the Contract Documents.

ARTICLE 29. PERMIT AND INSPECTION FEE ALLOWANCE

Notwithstanding anything contained herein, the Bid Form contains an allowance for the Contractor's cost of acquiring traffic control permits and for construction inspection fees that may be charged to the Contractor by the Agency of Jurisdiction. The allowance is included within the Bid Form to eliminate the need by bidders to research or estimate the costs of traffic control permits and construction inspection fees prior to submitting a bid. The allowance is specifically intended to account for the costs of traffic control permits and construction inspection fees charged by the local Agency of Jurisdiction only. No other costs payable by Contractor to the Agency of Jurisdiction are included within the allowance.

ARTICLE 30. FILING OF BID PROTESTS

Bidders may file a "protest" of a Bid with the City's Public Works Director. In order for a Bidder's protest to be considered valid, the protest must:

- A. Be filed in writing within five (5) calendar days after the bid opening date;
- B. Clearly identify the specific irregularity or accusation;
- C. Clearly identify the specific City staff determination or recommendation being protested;
- D. Specify in detail the grounds for protest and the facts supporting the protest; and
- E. Include all relevant, supporting documentation with the protest at time of filing.

If the protest does not comply with each of these requirements, the City may reject the protest without further review.

If the protest is timely and complies with the above requirements, the City's Public Works Director, or other designated City staff member, shall review the protest, any response from the challenged Bidder(s), and all other relevant information. The Public Works Director will provide a written decision to the protestor.

The procedure and time limits set forth in this Article are mandatory and are the sole and exclusive remedy in the event of a Bid protest. Failure to comply with these procedures shall constitute a failure to exhaust administrative remedies and a waiver of any right to further pursue the Bid protest, including filing a Government Code Claim or legal proceedings.

ARTICLE 31. BASIS OF AWARD; BALANCED BID

The City shall award the Contract to the lowest responsible Bidder submitting a responsive Bid. The lowest Bid will be determined on the basis of the Total Base Bid price alone.

The City may reject any Bid which, in its opinion when compared to other Bids received or to the City's internal estimates, does not accurately reflect the cost to perform the Work. The City may reject as non-responsive any Bid which unevenly weights or allocates costs, including but not limited to overhead and profit to one or more particular bid items.

ARTICLE 32. AWARD PROCESS

Once all Bids are opened and reviewed to determine the lowest responsive and responsible Bidder, the City may award the contract. The apparent successful Bidder should begin to prepare the following documents: (1) the Performance Bond; (2) the Payment Bond; and (3) the required insurance certificates and endorsements. Once the City notifies the Bidder of the award, the Bidder will have ten (10) working days from the date of this notification to execute the Contract and supply the City with all of the required documents and certifications. Regardless of whether the Bidder supplies the required documents and certifications in a timely manner, the Contract time will begin to run twenty (20) working days from the date of the notification. Once the City receives all of the properly drafted and executed documents and certifications from the Bidder, the City shall issue a Notice to Proceed to that Bidder.

ARTICLE 33. EXECUTION OF CONTRACT

As required herein the Bidder to whom an award is made shall execute the Contract in the amount determined by the Contract Documents. The City may require appropriate evidence that the persons executing the Contract are duly empowered to do so. The Contract and bond forms to be executed by the successful Bidder are included within these Specifications and shall not be detached.

ARTICLE 34. QUESTIONS

Questions regarding this Notice Inviting Bids may be directed to Ali Iqbal at aiqbal@sausalito.gov or Kevin McGowan at kmcgowan@sausalito.gov. No other members of the City's staff or governing body should be contacted about this procurement during the bidding process. Any and all inquiries and comments regarding this Bid must be communicated in writing, unless otherwise instructed by the City. The City may, in its sole discretion, disqualify any Bidder who engages in any prohibited communications.

00 41 43 – BID FORMS

1.1 Bid.

Bids will be received at the City Hall (Administration Office), 420 Litho Street Sausalito, Sausalito, CA 94965, until **July 17, 2024 at 2:00pm.**

NAME OF BIDDER: _____

The undersigned hereby declare that we have carefully examined the location of the proposed Work, and have read and examined the Contract Documents, including all plans, specifications, and all addenda, if any for the following Project:

Bridgeway Safety Improvement Project – Napa St to Johnson St Project

We hereby propose to furnish all labor, materials, equipment, tools, transportation, and services, and to discharge all duties and obligations necessary and required to perform and complete the Project, as described and in strict conformity with the Drawings, and these Specifications for TOTAL BID PRICE indicated herein.

The undersigned acknowledges receipt, understanding, and full consideration of the following addenda to the Contract Documents:

Addenda No. _____

1. Attached is the required Bid Guarantee in the amount of not less than 10% of the Total Bid Price.
2. Attached is the completed Designation of Subcontractors form.
3. Attached is the fully executed Noncollusion Declaration form.
4. Attached is the completed Iran Contracting Act Certification form.
5. Attached is the completed Fleet Compliance Certification form.
6. Attached is the completed Public Works Contractor Registration Certification form.
7. Attached is the completed Contractor’s Certificate Regarding Workers’ Compensation form.
8. Attached is the completed Bidder Information and Experience form.

A. BID SCHEDULE

ITEM NO.	DESCRIPTION	EST.QTY.	UNIT	UNIT PRICE	ITEM COST
1	Tech Spec 5 - MOBILIZATION AND DEMOBILIZATION	1	LS		\$
2	Tech Spec 11 - TRAFFIC CONTROL AND CONSTRUCTION AREA SIGNS	1	LS		\$
3	Tech Spec 12 - CONSTRUCTION STAKING	1	LS		\$
4	Tech Spec 13 - WATER POLLUTION CONTROL	1	LS		\$
5	Tech Spec 14 - CLEAR AND GRUB	110	SF		\$
6	Tech Spec 16 - REMOVE PAVEMENT DELINEATION AND MARKINGS	1	LS		\$
7	Tech Spec 17 - REMOVE ASPHALT CONCRETE - DEPTH OF 4"	1,580	SF		\$
8	Tech Spec 17 - REMOVE ASPHALT CONCRETE AND BASE	4,160	SF		\$
9	Tech Spec 17 - REMOVE CONCRETE AND BASE	5,490	SF		\$
10	Tech Spec 17 - REMOVE EXISTING DRAINAGE INLET - TOP 12"	5	EA		\$
11	Tech Spec 17 - REMOVE LUMINAIRE	4	EA		\$
12	Tech Spec 17 - REMOVE PARKING METER	11	EA		\$
13	Tech Spec 17 - REMOVE EXISTING PEDESTRIAN PUSH BUTTON POST	1	EA		\$
14	Tech Spec 17 - REMOVE EXISTING SIGN, POST, AND FOUNDATION	3	EA		\$
15	Tech Spec 17 - REMOVE TREE	4	EA		\$
16	Tech Spec 18 - AC MICROSURFACE	10,460	SY		\$
17	Tech Spec 19 - HOT MIX ASPHALT (TYPE A)	180	TON		\$
18	Tech Spec 20 - CLASS 2 AGGREGATE BASE	240	TON		\$
19	Tech Spec 21 - STAMPED ASPHALT (REVOCABLE ITEM)	7,130	SF		\$
20	Tech Spec 22 - INSTALL NEW GRATED DROP INLET TOP	2	EA		\$

21	Tech Spec 22 - INSTALL MODIFIED TYPE "A" CATCH BASIN TOP	3	EA		\$
22	Tech Spec 22 - INSTALL MODIFIED TYPE "C" CATCH BASIN TOP	3	EA		\$
23	Tech Spec 22 - INSTALL SIDEWALK UNDERDRAIN	3	EA		\$
24	Tech Spec 23 - ADJUST MAINTENANCE HOLE COVER TO FINISH GRADE	4	EA		\$
25	Tech Spec 23 - ADJUST HANDHOLE TO FINISH GRADE	3	EA		\$
26	Tech Spec 23 - ADJUST PULLBOX TO GRADE	3	EA		\$
27	Tech Spec 24 - MINOR CONCRETE (CURB AND GUTTER, TYPE A)	630	LF		\$
28	Tech Spec 24 - MINOR CONCRETE (VERTICAL CURB - MEDIAN ISLAND)	210	LF		\$
29	Tech Spec 24 - MINOR CONCRETE (SIDEWALK)	3,910	SF		\$
30	Tech Spec 24 - MINOR CONCRETE (MEDIAN ISLAND)	580	SF		\$
31	Tech Spec 24 - MINOR CONCRETE (CURB RAMP)	16	EA		\$
32	Tech Spec 25 - DETECTABLE WARNING SURFACE (TRUNCATED DOMES)	40	EA		\$
33	Tech Spec 26 - INSTALL EXISTING LUMINAIRE ON NEW FOUNDATION	4	EA		\$
34	Tech Spec 27 - INSTALL RECTANGULAR RAPID FLASHING BEACON ASSEMBLY (SINGLE-SIDED)	12	EA		\$
35	Tech Spec 27 - INSTALL RECTANGULAR RAPID FLASHING BEACON ASSEMBLY (DOUBLE-SIDED)	6	EA		\$
36	Tech Spec 28 - PAVEMENT MARKING - THERMOPLASTIC WHITE	6,860	SF		\$
37	Tech Spec 28 - PAVEMENT MARKING - THERMOPLASTIC GREEN	1,515	SF		\$
38	Tech Spec 28 - PAVEMENT MARKING - ADA PARKING STENCILS	69	SF		\$
39	Tech Spec 28 - PAVEMENT STRIPING - THERMOPLASTIC WHITE	3,694	LF		\$
40	Tech Spec 28 - PAVEMENT STRIPING - THERMOPLASTIC YELLOW	4,076	LF		\$
41	Tech Spec 28 - PAVEMENT STRIPING - THERMOPLASTIC BLUE	92	LF		\$
42	Tech Spec 28 - RED CURB PAINT	2,014	LF		\$

43	Tech Spec 28 - GRAY CURB PAINT	158	LF		\$
44	Tech Spec 28 - GREEN CURB PAINT	87	LF		\$
45	Tech Spec 29 - INSTALL NEW SIGN	65	EA		\$
46	Tech Spec 29 - INSTALL NEW 2" POST AND FOUNDATION	12	EA		\$
47	Tech Spec 29 - INSTALL NEW 4" POST AND FOUNDATION	16	EA		\$
48	Tech Spec 30 - INSTALL NEW METER POST AND FOUNDATION	16	EA		\$
49	Tech Spec 31 - TOP SOIL AND MULCH	260	SF		\$
50	Tech Spec 32 - SOIL PREPARATION	1	LS		\$
51	Tech Spec 33 - GROUND COVER	1	LS		\$
52	Tech Spec 34 - ADJUST IRRIGATION (REVOCABLE ITEM)	1	LS		\$
	Total Bid Price:				\$

The costs for any Work shown or required in the Contract Documents, but not specifically identified as a line item are to be included in the related line items and no additional compensation shall be due to Contractor for the performance of the Work.

In case of discrepancy between the Unit Price and the Item Cost set forth for a unit basis item, the unit price shall prevail and shall be utilized as the basis for determining the lowest responsive, responsible Bidder. However, if the amount set forth as a unit price is ambiguous, unintelligible or uncertain for any cause, or is omitted, or is the same amount as the entry in the "Item Cost" column, then the amount set forth in the "Item Cost" column for the item shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the Unit Price.

For purposes of evaluating Bids, the City will correct any apparent errors in the extension of unit prices and any apparent errors in the addition of lump sum and extended prices.

The estimated quantities for Unit Price items are for purposes of comparing Bids only and the City makes no representation that the actual quantities of work performed will not vary from the estimates. Final payment shall be determined by the Engineer from measured quantities of work performed based upon the Unit Price.

B. TOTAL BID PRICE:

TOTAL BID PRICE BASED ON BID SCHEDULE TOTAL OF UNIT PRICES FOR Bridgeway Safety Improvement Project – Napa St to Johnson Street Project	
\$	_____ Total Bid Price in Numbers
\$	_____ Total Bid Price in Written Form
In case of discrepancy between the written price and the numerical price, the written price shall prevail.	

The undersigned agrees that this Bid Form constitutes a firm offer to the City which cannot be withdrawn for the number of calendar days indicated in the Notice Inviting Bids from and after the Bid opening, or until a Contract for the Work is fully executed by the City and a third party, whichever is earlier.

If the Contract Documents specify Alternate Bid items, the following Alternate Bid amounts shall be added to or deducted from the Total Bid Price entered above (please check the appropriate box), in the City’s sole discretion. The City can choose to include any, all, or none of the Alternate Bid items in the Work. If the City selects any of the Alternate Bid items, the corresponding Alternate Bid prices shall be added to or deducted from Base Bid Price for the Work. The City can award/select Alternate Bid items at any time(s).

C. BID ALTERNATE

ITEM NO.	DESCRIPTION	EST QTY	UNIT	UNIT PRICE	ALTERNATIVE COST
Alternative #1	<u>STAMP ASPHALT (REVOKED)</u> AC MICROSURFACE (ADD) STAMPED ASPHALT (DEDUCT)	810 7,130	SY SF		+\$ -\$ <hr/> NET:
Alternative #2	<u>MICROSURFACE TREATMENT (REVOKED)</u> 2" MILL (ADD) HOT MIX ASPHALT – 2" DEPTH (TYPE A) (ADD) AC MICROSURFACE (DEDUCT)	10,460 1,140 10,460	SY TON SY		+\$ +\$ -\$ <hr/> NET:
Alternative #3	COOLSEAL SEALCOAT (ADD)	10,460	SY		\$

ALTERNATE BIDS	BID PRICE (IN WRITTEN FORM)	BID PRICE (IN NUMBERS)
ALTERNATE #1 <input type="checkbox"/> Add <input type="checkbox"/> Deduct		
ALTERNATE #2 <input type="checkbox"/> Add <input type="checkbox"/> Deduct		
ALTERNATE #3 <input type="checkbox"/> Add <input type="checkbox"/> Deduct		

The successful bidder hereby agrees to sign the contract and furnish the necessary bonds and certificates of insurance within ten (10) working days after the City provides the successful bidder with the Notice of Award.

Upon receipt of the signed contract and other required documents, the contract will be executed by the City, after which the City will prepare a letter giving Contractor Notice to Proceed. The official starting date shall be the date of the Notice to Proceed, unless otherwise specified. The undersigned agrees to begin the Work within ten (10) working days of the date of the Notice to Proceed, unless otherwise specified.

The undersigned has examined the location of the proposed work and is familiar with the Drawings and Specifications and the local conditions at the place where work is to be done.

If awarded the contract, the undersigned agrees that there shall be paid by the undersigned and by all subcontractors to all laborers, workers and mechanics employed in the execution of such contract no less than the prevailing wage rate within Marin County for each craft, classification, or type of worker needed to complete the Work contemplated by this contract as established by the Director of the Department of Industrial Relations. A copy of the prevailing rate of per diem wages are on file at the City's Administration Office and shall be made available to interested parties upon request.

Enclosed find cash, bidder's bond, or cashier's or certified check No. _____ from the _____ Bank in the amount of _____, which is not less than ten percent (10%) of this bid, payable to City of Sausalito as bid security and which is given as a guarantee that the undersigned will enter into a contract and provide the necessary bonds and certificates of insurance if awarded the Work.

The bidder furthermore agrees that in case of bidder's default in executing said contract and furnishing required bonds and certificates of insurance, the cash, bidder's bond, or cashier's or certified check accompanying this proposal and the money payable thereon shall become and shall remain the property of the City of Sausalito.

Bidder is an individual _____, or corporation _____, or partnership _____, organized under the laws of the State of _____.

Bidder confirms license(s) required by California State Contractor's License Law for the performance of the subject project are in full effect and proper order. The following are the Bidder's applicable license number(s), with their expiration date(s) and class of license(s):

If the Bidder is a joint venture, each member of the joint venture must include the required licensing information.

Sureties that will furnish the Faithful Performance Bond and the Labor and Material Payment Bond, in the form specified herein, in an amount equal to one hundred percent (100%) of the contract price within ten (10) working days from the date the City provides the successful bidder the Notice of Award. Sureties must meet all of the State of California bonding requirements, as defined in California Code of Civil Procedure Section 995.120 and must be authorized by the State of California.

The insurance company or companies to provide the insurance required in the contract documents must have a Financial Strength Rating of not less than "A-" and a Financial Size Category of not less than "Class VII" according to the latest Best Key Rating Guide. At the sole discretion of the City, the City may waive the Financial Strength Rating and the Financial Size Category classifications for Workers' Compensation insurance.

(signatures continued on next page)

I hereby certify under penalty of perjury under the laws of the State of California that all of the information submitted in connection with this Bid and all of the representations made herein are true and correct.

Executed at _____, on this ____ day of _____, _____.

(Bidders Name – Print or Type)

(Name and Title)

(Corporate Seal)

(Signature)

Names of individual members of firm or names and titles of all officers of corporation and their addresses are listed below:

Name _____ Title _____

Complete Address _____

Phone _____ FAX _____

Name _____ Title _____

Complete Address _____

Phone _____ FAX _____

Name _____ Title _____

Complete Address _____

Phone _____ FAX _____

Name _____ Title _____

Complete Address _____

Phone _____ FAX _____

1.2 Bid Bond

[Note: Not required when other form of Bidder’s Security, e.g. cash, certified check or cashier’s check, accompanies bid.]

The makers of this bond are, _____, as Principal, and _____, as Surety and are held and firmly bound unto the City of Sausalito, hereinafter called the City, in the penal sum of TEN PERCENT (10%) OF THE TOTAL BID PRICE of the Principal submitted to City for the work described below, for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted the accompanying bid dated _____, 20 ____, for Bridgeway Safety Improvement Project – Napa St to Johnson St Project.

If the Principal does not withdraw its Bid within the time specified in the Contract Documents; and if the Principal is awarded the Contract and provides all documents to the City as required by the Contract Documents; then this obligation shall be null and void. Otherwise, this bond will remain in full force and effect.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract Documents shall in affect its obligation under this bond, and Surety does hereby waive notice of any such changes.

In the event a lawsuit is brought upon this bond by the City and judgment is recovered, the Surety shall pay all litigation expenses incurred by the City in such suit, including reasonable attorneys’ fees, court costs, expert witness fees and expenses.

By their signatures hereunder, Surety and Principal hereby confirm under penalty of perjury that surety is an admitted surety insurer authorized to do business in the State of California.

IN WITNESS WHEREOF, the above-bound parties have executed this instrument under their several seals this _____ day of _____, 20____, the name and corporate seal of each corporation.

(Corporate Seal)

Contractor/ Principal

By _____

Title _____

(Corporate Seal)

Surety

By _____

Attorney-in-Fact

(Attach Attorney-in-Fact Certificate)

Title _____

Notary 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 _____

On _____, 20____, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory

Name(s) of Signer(s)

evidence to be the person(s) whose name(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 of Notary Public

OPTIONAL

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

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

NOTE: This acknowledgment is to be completed for Contractor/Principal.

Notary 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 _____

On _____, 20____, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory

evidence to be the person(s) whose name(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 of Notary Public

OPTIONAL

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

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

NOTE: This acknowledgment is to be completed for the Attorney-in-Fact. The Power-of-Attorney to local representatives of the bonding company must also be attached.

END OF BID BOND

1.3 List of Subcontractors

In compliance with the Subletting and Subcontracting Fair Practices Act Chapter 4 (commencing at Section 4100), Part 1, Division 2 of the Public Contract Code of the State of California and any amendments thereof, Bidder shall set forth below: (a) the name and the location of the place of business, (b) the California contractor license number, (c) the DIR public works contractor registration number unless exempt pursuant to Labor Code Sections 1725.5 and 1771.1, and (d) the portion of the work which will be done by each subcontractor who will perform work or labor or render service to the Bidder in or about the construction of the work or improvement to be performed under this Contract in an amount in excess of one-half of one percent (0.5%) of the Bidder's Total Bid Price. Notwithstanding the foregoing, if the work involves the construction of streets and highways, then the Bidder shall list each subcontractor who will perform work or labor or render service to the Bidder in or about the work in an amount in excess of one-half of one percent (0.5%) of the Bidder's Total Bid Price or \$10,000, whichever is greater. No additional time shall be granted to provide the below requested information.

If a Bidder fails to specify a subcontractor or if a contractor specifies more than one subcontractor for the same portion of work, then the Bidder shall be deemed to have agreed that it is fully qualified to perform that portion of work and that it shall perform that portion itself.

Work to be done by Subcontractor	Name of Subcontractor	Location of Business	CSLB Contractor License No.	DIR Registration Number	% of Work

Work to be done by Subcontractor	Name of Subcontractor	Location of Business	CSLB Contractor License No.	DIR Registration Number	% of Work

(Attach additional sheets if necessary)

Name of Bidder _____

Signature _____

Name and Title _____

Dated _____

1.4 Bidder Information and Experience Form

ARTICLE 1. INFORMATION ABOUT BIDDER

(Indicate not applicable (“N/A”) where appropriate.)

NOTE: Where Bidder is a joint venture, pages shall be duplicated and information provided for all parties to the joint venture.

1.0 Name of Bidder: _____

2.0 Type, if Entity: _____

3.0 Bidder Address: _____

Facsimile Number Telephone Number

Email Address

4.0 How many years has Bidder’s organization been in business as a Contractor?

5.0 How many years has Bidder’s organization been in business under its present name? _____

5.1 Under what other or former names has Bidder’s organization operated? _____

6.0 If Bidder’s organization is a corporation, answer the following:

6.1 Date of Incorporation: _____

6.2 State of Incorporation: _____

6.3 President’s Name: _____

6.4 Vice-President’s Name(s): _____

6.5 Secretary’s Name: _____

6.6 Treasurer’s Name: _____

7.0 If an individual or a partnership, answer the following:

7.1 Date of Organization: _____

7.2 Name and address of all partners (state whether general or limited partnership):

8.0 If other than a corporation or partnership, describe organization and name principals:

9.0 List other states in which Bidder's organization is legally qualified to do business.

10.0 What type of work does the Bidder normally perform with its own forces?

11.0 Has Bidder ever failed to complete any work awarded to it? If so, note when, where, and why:

12.0 Within the last five years, has any officer or partner of Bidder's organization ever been an officer or partner of another organization when it failed to complete a contract? If so, attach a separate sheet of explanation:

13.0 List Trade References:

14.0 List Bank References (Bank and Branch Address):

15.0 Name of Bonding Company and Name and Address of Agent:

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ARTICLE 4. EXPERIENCE AND TECHNICAL QUALIFICATIONS QUESTIONNAIRE

Personnel:

The Bidder shall identify the key personnel to be assigned to this project in a management, construction supervision or engineering capacity.

1. List each person's job title, name and percent of time to be allocated to this project:

2. Summarize each person's specialized education:

3. List each person's years of construction experience relevant to the project:

4. Summarize such experience:

Bidder agrees that personnel named in this Bid will remain on this Project until completion of all relevant Work, unless substituted by personnel of equivalent experience and qualifications approved in advance by the City.

Changes Occurring Since Prequalification

If any substantive changes have occurred since Bidder submitted its prequalification package for this Project, Bidder shall list them below. If none are listed, Bidder certifies that no substantive changes have occurred.

Additional Bidder's Statements:

If the Bidder feels that there is additional information which has not been included in the questionnaire above, and which would contribute to the qualification review, it may add that information in a statement here or on an attached sheet, appropriately marked:

ARTICLE 5. VERIFICATION AND EXECUTION

These Bid Forms shall be executed only by a duly authorized official of the Bidder:

I declare under penalty of perjury under the laws of the State of California that the foregoing information is true and correct:

Name of Bidder_____

Signature_____

Name_____

Title_____

Date_____

1.5 Non-Collusion Declaration

The undersigned declares:

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

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

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

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

Name of Bidder _____

Signature _____

Name _____

Title _____

1.6 Iran Contracting Act Certification.
(Public Contract Code section 2200 et seq.)

As required by California Public Contract Code Section 2204, the Contractor certifies subject to penalty for perjury that the option checked below relating to the Contractor’s status in regard to the Iran Contracting Act of 2010 (Public Contract Code Section 2200 *et seq.*) is true and correct:

The Contractor is not:

(1) identified on the current list of person and entities engaged in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203; or

(2) a financial instruction that extends, for 45 days or more, credit in the amount of \$20,000,000 or more to any other person or entity identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203, if that person or entity uses or will use the credit to provide goods or services in the energy sector in Iran.

The City has exempted the Contractor from the requirements of the Iran Contracting Act of 2010 after making a public finding that, absent the exemption, the City will be unable to obtain the goods and/or services to be provided pursuant to the Contract.

The amount of the Contract payable to the Contractor for the Project does not exceed \$1,000,000.

Signature: _____

Printed Name: _____

Title: _____

Firm Name: _____

Date: _____

Note: In accordance with Public Contract Code Section 2205, false certification of this form shall be reported to the California Attorney General and may result in civil penalties equal to the greater of \$250,000 or twice the Contract amount, termination of the Contract and/or ineligibility to bid on contracts for three years.

1.7 Fleet Compliance Certification

Bidder hereby acknowledges that they have reviewed the California Air Resources Board's policies, rules and regulations and are familiar with the requirements of Title 13, California Code of Regulations, Division 3, Chapter 9, effective on January 1, 2024 (the "Regulation"). Bidder hereby certifies, subject to penalty for perjury, that the option checked below relating to the Bidder's fleet, and/or that of their subcontractor(s) ("Fleet") is true and correct:

- The Fleet is subject to the requirements of the Regulation, and the appropriate Certificate(s) of Reported Compliance have been attached hereto.
- The Fleet is exempt from the Regulation under section 2449.1(f)(2), and a signed description of the subject vehicles, and reasoning for exemption has been attached hereto.
- Bidder and/or their subcontractor is unable to procure R99 or R100 renewable diesel fuel as defined in the Regulation pursuant to section 2449.1(f)(3). Bidder shall keep detailed records describing the normal refueling methods, their attempts to procure renewable diesel fuel and proof that shows they were not able to procure renewable diesel (i.e. third party correspondence or vendor bids).
- The Fleet is exempt from the requirements of the Regulation pursuant to section 2449(i)(4) because this Project has been deemed an Emergency, as defined under section 2449(c)(18). Bidder shall only operate the exempted vehicles in the emergency situation and records of the exempted vehicles must be maintained, pursuant to section 2449(i)(4).
- The Fleet does not fall under the Regulation or are otherwise exempted and a detailed reasoning is attached hereto.

Name of Bidder: _____

Signature: _____

Name: _____

Title: _____

Date: _____

1.8 Public Works Contractor Registration Certification

Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. See <http://www.dir.ca.gov/PublicWorks/PublicWorks.html> for additional information.

No bid will be accepted nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work.

Bidder hereby certifies that it is aware of the registration requirements set forth in Labor Code sections 1725.5 and 1771.1 and is currently registered as a contractor with the Department of Industrial Relations.¹

Name of Bidder: _____

DIR Registration Number: _____

DIR Registration Expiration: _____

Small Project Exemption: _____ Yes or _____ No

Unless Bidder is exempt pursuant to the small project exemption, Bidder further acknowledges:

1. Bidder shall maintain a current DIR registration for the duration of the project.
2. Bidder shall include the requirements of Labor Code sections 1725.5 and 1771.1 in its contract with subcontractors and ensure that all subcontractors are registered at the time of bid opening and maintain registration status for the duration of the project.
3. Failure to submit this form or comply with any of the above requirements may result in a finding that the bid is non-responsive.

Name of Bidder _____

Signature _____

Name and Title _____

Dated _____

¹ If the Project is exempt from the contractor registration requirements pursuant to the small project exemption under Labor Code Sections 1725.5 and 1771.1, please mark "Yes" in response to "Small Project Exemption."

1.9 Contractor's Certificate Regarding Workers' Compensation.

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

Name of Bidder _____

Signature _____

Name _____

Title _____

Dated _____

00 52 13 – CONTRACT

This CONTRACT, No. _____ is made and entered into this ____ day of _____, _____, by and between City of Sausalito, sometimes hereinafter called "City," and _____, sometimes hereinafter called "Contractor."

WITNESSETH: That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other as follows:

a. **SCOPE OF WORK.** The Contractor shall perform all Work within the time stipulated in the Contract, and shall provide all labor, materials, equipment, tools, utility services, and transportation to complete all of the Work required in strict compliance with the Contract Documents as specified in Section (e), below, for the following Project:

BRIDGEWAY SAFETY IMPROVEMENT PROJECT – NAPA ST TO JOHNSON ST

The Contractor and its surety shall be liable to the City for any damages arising as a result of the Contractor's failure to comply with this obligation.

a. **TIME FOR COMPLETION.** Time is of the essence in the performance of the Work. The Work shall be commenced on the date stated in the City's Notice to Proceed. The Contractor shall complete all Work required by the Contract Documents within 120 calendar days from the commencement date stated in the Notice to Proceed. By its signature hereunder, Contractor agrees the time for completion set forth above is adequate and reasonable to complete the Work.

b. **CONTRACT PRICE.** The City shall pay to the Contractor as full compensation for the performance of the Contract, subject to any additions or deductions as provided in the Contract Documents, and including all applicable taxes and costs, the sum of _____ Dollars (\$ _____). Payment shall be made as set forth in the General Conditions.

c. **LIQUIDATED DAMAGES.** In accordance with Government Code section 53069.85, it is agreed that the Contractor will pay the City the sum set forth in Section 00 73 13, Article 1.11 for each and every calendar day of delay beyond the time prescribed in the Contract Documents for finishing the Work, as Liquidated Damages and not as a penalty or forfeiture. In the event this is not paid, the Contractor agrees the City may deduct that amount from any money due or that may become due the Contractor under the Contract. This Article does not exclude recovery of other damages specified in the Contract Documents.

d. **COMPONENT PARTS OF THE CONTRACT.** The "Contract Documents" include the following:

- Notice Inviting Bids
- Instructions to Bidders
- Bid Form
- Bid Bond
- Designation of Subcontractors
- Information Required of Bidders

Non-Collusion Declaration Form
Iran Contracting Act Certification
Public Works Contractor Registration Certification
Performance Bond
Payment (Labor and Materials) Bond
General Conditions
Special Conditions
Technical Specifications
Addenda
Plans and Drawings
Standard Specifications for Public Works Construction “Greenbook”, latest edition, Except Sections 1-9
Applicable Local Agency Standards and Specifications, as last revised
Approved and fully executed change orders
Any other documents contained in or incorporated into the Contract

The Contractor shall complete the Work in strict accordance with all of the Contract Documents.

All of the Contract Documents are intended to be complementary. Work required by one of the Contract Documents and not by others shall be done as if required by all. This Contract shall supersede any prior agreement of the parties.

e. **PROVISIONS REQUIRED BY LAW AND CONTRACTOR COMPLIANCE.** Each and every provision of law required to be included in these Contract Documents shall be deemed to be included in these Contract Documents. The Contractor shall comply with all requirements of applicable federal, state and local laws, rules and regulations, including, but not limited to, the provisions of the California Labor Code and California Public Contract Code which are applicable to this Work.

f. **INDEMNIFICATION.** Contractor shall provide indemnification and defense as set forth in the General Conditions.

g. **PREVAILING WAGES.** Contractor shall be required to pay the prevailing rate of wages in accordance with the Labor Code which such rates shall be made available at the City’s Administrative Office or may be obtained online at <http://www.dir.ca.gov> and which must be posted at the job site.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, this Contract has been duly executed by the above-named parties, on the day and year above written.

CITY OF SAUSALITO

[INSERT CONTRACTOR NAME]

Approved By:

Chris Zapata
City Manager

Signature

Name

Date

Title

Attested By:

Date

City Clerk

Approved As To Form:

City Attorney

**(CONTRACTOR'S SIGNATURE MUST BE
NOTARIZED AND CORPORATE
SEAL AFFIXED, IF APPLICABLE)**

END OF CONTRACT

Notary 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 _____

On _____, 20____, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory

evidence to be the person(s) whose name(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 of Notary Public

OPTIONAL

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

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

00 61 13 – BOND FORMS

1.1 Performance Bond.

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, the City of Sausalito, (hereinafter referred to as "City") has awarded to _____, (hereinafter referred to as the "Contractor") an agreement for **Contract No.** _____, (hereinafter referred to as the "Project").

WHEREAS, the work to be performed by the Contractor is more particularly set forth in the Contract Documents for the Project dated _____, (hereinafter referred to as "Contract Documents"), the terms and conditions of which are expressly incorporated herein by reference; and

WHEREAS, the Contractor is required by said Contract Documents to perform the terms thereof and to furnish a bond for the faithful performance of said Contract Documents.

NOW, THEREFORE, we, _____, the undersigned Contractor and _____ as Surety, a corporation organized and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto the City in the sum of _____ DOLLARS, (\$ _____), said sum being not less than one hundred percent (100%) of the total amount of the Contract, for which amount well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that, if the Contractor, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the Contract Documents and any alteration thereof made as therein provided, on its part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning; and shall faithfully fulfill all obligations including the one (1) year guarantee of all materials and workmanship; and shall indemnify and save harmless the City, its officials, officers, employees, and authorized volunteers, as stipulated in said Contract Documents, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefore, there shall be included costs and reasonable expenses and fees including reasonable attorney's fees, incurred by City in enforcing such obligation.

As a condition precedent to the satisfactory completion of the Contract Documents, unless otherwise provided for in the Contract Documents, the above obligation shall hold good for a period of one (1) year after the acceptance of the work by City, during which time if Contractor shall fail to make full, complete, and satisfactory repair and replacements and totally protect the City from loss or damage resulting from or caused by defective materials or faulty workmanship. The obligations of Surety hereunder shall continue so long as any obligation of Contractor remains. Nothing herein shall limit the City's rights or the Contractor or Surety's obligations under the Contract, law or equity, including, but not limited to, California Code of Civil Procedure Section 337.15.

Whenever Contractor shall be, and is declared by the City to be, in default under the Contract Documents, the Surety shall remedy the default pursuant to the Contract Documents, or shall promptly, at the City's option:

- i. Take over and complete the Project in accordance with all terms and conditions in the Contract Documents; or
- ii. Obtain a bid or bids for completing the Project in accordance with all terms and conditions in the Contract Documents and upon determination by Surety of the lowest responsive and responsible bidder, arrange for a Contract between such bidder, the Surety and the City, and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by the City under the Contract and any modification thereto, less any amount previously paid by the City to the Contractor and any other set offs pursuant to the Contract Documents.
- iii. Permit the City to complete the Project in any manner consistent with California law and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by the City under the Contract and any modification thereto, less any amount previously paid by the City to the Contractor and any other set offs pursuant to the Contract Documents.

Surety expressly agrees that the City may reject any contractor or subcontractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Contractor.

Surety shall not utilize Contractor in completing the Project nor shall Surety accept a bid from Contractor for completion of the Project if the City, when declaring the Contractor in default, notifies Surety of the City's objection to Contractor's further participation in the completion of the Project.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project to be performed thereunder shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project.

The Surety, for value received, hereby stipulates and agrees that it does hereby waive to the furthest extent permitted by law any rights and defenses that otherwise are or may become available to Surety against City by reason of Sections 2819 and 2845, inclusive, of the Civil Code of the State of California.

By their signatures hereunder, Surety and Contractor hereby confirm under penalty of perjury that surety is an admitted surety insurer authorized to do business in the State of California.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 20__.

(Corporate Seal)

Contractor/ Principal

By _____

Title _____

(Corporate Seal)

Surety

By _____
Attorney-in-Fact

(Attach Attorney-in-Fact Certificate)

Title _____

The rate of premium on this bond is _____ per thousand. The total amount of premium charges is \$_____.
(The above must be filled in by corporate attorney.)

THIS IS A REQUIRED FORM

Any claims under this bond may be addressed to:

(Name and Address of Surety)

(Name and Address of Agent or Representative for service of process in California, if different from above)

(Telephone number of Surety and Agent or Representative for service of process in California)

Notary 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 _____

On _____, 20____, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory

evidence to be the person(s) whose name(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 of Notary Public

OPTIONAL

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

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

NOTE: This acknowledgment is to be completed for Contractor/Principal.

Notary 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 _____

On _____, 20____, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(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 of Notary Public

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

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- 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

NOTE: This acknowledgment is to be completed for the Attorney-in-Fact. The Power-of Attorney to local representatives of the bonding company must also be attached.

END OF PERFORMANCE BOND

1.2 Payment Bond (Labor and Materials).

KNOW ALL PERSONS BY THESE PRESENTS

THAT WHEREAS, the City of Sausalito (hereinafter designated as the "City"), by action taken or a resolution passed _____, 20____, has awarded to _____ hereinafter designated as the "Principal," a contract for the work described as follows: **Contract No.** _____ (the "Project"); and

WHEREAS, said Principal is required to furnish a bond in connection with said contract; providing that if said Principal or any of its Subcontractors shall fail to pay for any materials, provisions, provender, equipment, or other supplies used in, upon, for or about the performance of the work contracted to be done, or for any work or labor done thereon of any kind, or for amounts due under the Unemployment Insurance Code or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of said Principal and its Subcontractors with respect to such work or labor the Surety on this bond will pay for the same to the extent hereinafter set forth.

NOW THEREFORE, we, the Principal and _____ as Surety, are held and firmly bound unto the City in the penal sum of _____ Dollars (\$_____) lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal, his or its subcontractors, heirs, executors, administrators, successors or assigns, shall fail to pay any of the persons named in Civil Code Section 9100, fail to pay for any materials, provisions or other supplies, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or amounts due under the Unemployment Insurance Code with respect to work or labor performed under the contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department or Franchise Tax Board from the wages of employees of the contractor and his subcontractors pursuant to Revenue and Taxation Code Section 18663, with respect to such work and labor the Surety or Sureties will pay for the same, in an amount not exceeding the sum herein above specified, and also, in case suit is brought upon this bond, all litigation expenses incurred by the City in such suit, including reasonable attorneys' fees, court costs, expert witness fees and investigation expenses.

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

It is further stipulated and agreed that the Surety on this bond shall not be exonerated or released from the obligation of this bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract, plans, specifications, or agreement pertaining or relating to any scheme or work of improvement herein above described, or pertaining or relating to the furnishing of labor, materials, or equipment therefore, nor by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme or work of improvement herein above described, nor by any rescission or attempted rescission or attempted rescission of the contract, agreement or bond, nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond, nor by any fraud practiced by any person other than the claimant seeking to recover on the bond and that

this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given, and under no circumstances shall Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the owner or City and original contractor or on the part of any obligee named in such bond, but the sole conditions of recovery shall be that claimant is a person described in Civil Code Section 9100, and has not been paid the full amount of his claim and that Surety does hereby waive notice of any such change, extension of time, addition, alteration or modification herein mentioned, including but not limited to the provisions of sections 2819 and 2845 of the California Civil Code.

By their signatures hereunder, Surety and Principal hereby confirm under penalty of perjury that surety is an admitted surety insurer authorized to do business in the State of California.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 20__.

(Corporate Seal)

Contractor/ Principal

By _____

Title _____

(Corporate Seal)

Surety

By _____
Attorney-in-Fact

(Attach Attorney-in-Fact Certificate)

Title _____

Notary 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 _____

On _____, 20____, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory

evidence to be the person(s) whose name(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 of Notary Public

OPTIONAL

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

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

NOTE: This acknowledgment is to be completed for Contractor/Principal.

END OF PAYMENT BOND

00 72 13 – GENERAL CONDITIONS**ARTICLE 1. DEFINED TERMS**

Whenever used in the Contract Documents and printed with initial capital letters, the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof. In addition to terms specifically defined below, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.

- A. Act of God – An earthquake of magnitude of 3.5 or higher on the Richter scale or a tidal wave.
- B. Addenda -- Written or graphic instruments issued prior to the submission of Bids which clarify, correct, or change the Contract Documents.
- C. Additional Work -- New or unforeseen work will be classified as “Additional Work” when the City’s Representative determines that it is not covered by the Contract.
- D. Applicable Laws -- The laws, statutes, ordinances, rules, codes, regulations, permits, and licenses of any kind, issued by local, state or federal governmental authorities or private authorities with jurisdiction (including utilities), to the extent they apply to the Work.
- E. Bid -- The offer or proposal of a Bidder submitted on the prescribed form setting forth the prices and other terms for the Work to be performed.
- F. Bidder -- The individual or entity who submits a Bid directly to the City.
- G. Change Order (“CO”) -- A document that authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Contract, in accordance with the Contract Documents and in the form contained in the Contract Documents.
- H. Change Order Request (“COR”) -- A request made by the Contractor for an adjustment in the Contract Price and/or Contract Times as the result of a Contractor-claimed change to the Work. This term may also be referred to as a Change Order Proposal (“COP”), or Request for Change (“RFC”).
- I. City -- The City of Sausalito.
- J. City’s Representative -- The individual or entity as identified in the Special Conditions to act as the City’s Representative.
- K. Claim -- A demand or assertion by the City or Contractor seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a Claim.
- L. Contract -- The entire integrated written agreement between the City and Contractor concerning the Work. “Contract” may be used interchangeably with “Agreement” in the

Contract Documents. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral, and includes all Contract Documents.

- M. Contract Documents -- The documents listed in Section 00 52 13, Article 5. Some documents provided by the City to the Bidders and Contractor, including but not limited to reports and drawings of subsurface and physical conditions are not Contract Documents.
- N. Contract Price -- Amount to be paid by the City to the Contractor as full compensation for the performance of the Contract and completion of the Work, subject to any additions or deductions as provided in the Contract Documents, and including all applicable taxes and costs.
- O. Contract Times -- The number of days or the dates stated in the Contract Documents to: achieve defined Milestones, if any; and to complete the Work so that it is ready for final payment.
- P. Contractor -- The individual or entity with which the City has contracted for performance of the Work.
- Q. Contractor's Designated On-Site Representative -- The Contractor's Designated On-Site Representative will be as identified in Section 00 72 13, Article 3 and shall not be changed without prior written consent of the City.
- R. Daily Rate -- The Daily Rate stipulated in the Contract Documents as full compensation to the Contractor due to the City's unreasonable delay to the Project that was not contemplated by the parties.
- S. Day -- A calendar day of 24 hours measured from midnight to the next midnight.
- T. Defective Work -- Work that is unsatisfactory, faulty, or deficient; or that does not conform to the Contract Documents; or that does not meet the requirements of any inspection, reference standard, test, or approval referenced in the Contract Documents.
- U. Demobilization -- The complete dismantling and removal by the Contractor of all of the Contractor's temporary facilities, equipment, and personnel at the Site.
- V. Drawings -- That part of the Contract Documents prepared by of the Engineer of Record which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings and other Contractor submittals are not Drawings as so defined.
- W. Effective Date of the Contract -- The date indicated in the Contract on which it becomes effective, but if no such date is indicated, it means the date on which the Contract is signed and delivered by the last of the two parties to sign and deliver.
- X. Engineer, whenever not qualified, shall mean the Public Works Director of the City, acting either directly or through properly authorized agents, such agents acting severally within the scope of the particular duties entrusted to them. On all questions concerning the acceptance of materials, machinery, the classifications of material, the

execution of work, conflicting interest of the contractors performing related work and the determination of costs, the decision of the Engineer, duly authorized by the City, shall be binding and final upon both parties.

- Y. Engineer of Record -- The individual, partnership, corporation, joint venture, or other legal entity named as such in Section 00 73 13, Article 1.1. or any succeeding entity designated by the City.
- Z. Green Book -- The current edition of the Standard Specifications for Public Works Construction.
- AA. Hazardous Waste -- The term "Hazardous Waste" shall have the meaning provided in Section 104 of the Solid Waste Disposal Act (42 U.S.C. § 6903) as amended from time to time or, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a class I, class II, or class III disposal site in accordance with provisions of existing law, whichever is more restrictive.
- BB. Holiday – The Holidays occur on:
- New Year's Day - January 1
 - Martin Luthier King, Jr.'s Birthday - Third Monday in January
 - President's Day – Third Monday in February
 - Memorial Day - Last Monday in May
 - Juneteenth – June 19
 - Independence Day - July 4
 - Labor Day - First Monday in September
 - Thanksgiving Day - Fourth Thursday in November
 - Friday after Thanksgiving
 - Christmas Eve – December 24
 - Christmas Day - December 25
- If any Holiday listed above falls on a Saturday, Saturday and the preceding Friday are both Holidays. If the Holiday should fall on a Sunday, Sunday and the following Monday are both Holidays.
- CC. Notice of Award -- The written notice by the City to the Successful Bidder stating that upon timely compliance by the Successful Bidder with the conditions precedent listed therein, the City will sign and deliver the Contract.
- DD. Notice of Completion -- The form which may be executed by the City and recorded by the county where the Project is located constituting final acceptance of the Project.
- EE. Notice to Proceed -- A written notice given by the City to Contractor fixing the date on which the Contractor may proceed with the Work and when Contract Times will commence to run.
- FF. Project -- The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part.

- GG. Recyclable Waste Materials -- Materials removed from the Site which are required to be diverted to a recycling center rather than an area landfill. Recyclable Waste Materials include asphalt, concrete, brick, concrete block, and rock.
- HH. Schedule of Submittals -- A schedule, prepared and maintained by Contractor, of required submittals and the time requirements to facilitate scheduled performance of related construction activities.
- II. Shop Drawings -- All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work.
- JJ. Specifications -- That part of the Contract Documents consisting of written requirements for materials, equipment, systems, standards and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable thereto.
- KK. Stop Payment Notice -- A written notice as defined in Civil Code section 8044.
- LL. Subcontractor -- An individual or entity other than a Contractor having a contract with any other entity than the City for performance of any portion of the Work at the Site.
- MM. Submittal -- Written and graphic information and physical samples prepared and supplied by the Contractor demonstrating various portions of the Work.
- NN. Successful Bidder -- The Bidder submitting a responsive Bid to whom the City makes an award.
- OO. Supplier -- A manufacturer, fabricator, supplier, distributor, material man, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment used in the performance of the Work or to be incorporated in the Work.
- PP. Underground Facilities -- All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.
- QQ. Unit Price Work -- Work to be paid for on the basis of unit prices as provided by the Contractor in its bid or as adjusted in accordance with the Contract Documents.
- RR. Warranty -- A written guarantee provided to the City by the Contractor that the Work will remain free of defects and suitable for its intended use for the period required by the Contract Documents or the longest period permitted by the law of this State, whichever is longer.
- SS. Work -- The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce

such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.

ARTICLE 2. CONTRACT DOCUMENTS

- A. **Contract Documents.** The Contract Documents are complementary, and what is called for by one shall be as binding as if called for by all.
- B. **Interpretations.** The Contract Documents are intended to be fully cooperative and complementary. If the Contractor observes that any documents are in conflict, the Contractor shall promptly notify the Engineer in writing. In case of conflicts between the Contract Documents, the order of precedence shall be as follows:
1. Change Orders
 2. Addenda
 3. Special Conditions
 4. Technical Specifications
 5. Plans (Contract Drawings)
 6. Contract
 7. General Conditions
 8. Instructions to Bidders
 9. Notice Inviting Bids
 10. Contractor's Bid Forms
 11. Standard Specifications for Public Works Construction (Sections 1-9 Excluded)
 12. Applicable Local Agency Standards and Specifications
 13. Standard Drawings
 14. Reference Documents

With reference to the Drawings, the order of precedence shall be as follows:

1. Figures govern over scaled dimensions
 2. Detail drawings govern over general drawings
 3. Addenda or Change Order drawings govern over Contract Drawings
 4. Contract Drawings govern over Standard Drawings
 5. Contract Drawings govern over Shop Drawings
- C. **Conflicts in Contract Documents.** Notwithstanding the orders of precedence established above, in the event of conflicts, the higher standard, higher quality, and most expensive shall always apply.
- D. **Organization of Contract Documents.** Organization of the Contract Documents into divisions, sections, and articles, and arrangement of drawings shall not control the Contractor in dividing Project Work among subcontractors or in establishing the extent of Work to be performed by any trade.

ARTICLE 3. PRECONSTRUCTION AND CONSTRUCTION COMMUNICATION

Before any Work at the site is started, a conference attended by the City, Contractor, City's Representative, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to herein, procedures for

handling Shop Drawings and other submittals, processing Applications for Payment, and maintaining required records.

At this conference the City and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit instructions, receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

ARTICLE 4. CONTRACT DOCUMENTS: COPIES & MAINTENANCE

Contractor will be furnished, free of charge, **five (5)** copies of the Contract Documents. Additional copies may be obtained at cost of reproduction.

Contractor shall maintain a clean, undamaged set of Contract Documents, including submittals, at the Project site.

ARTICLE 5. EXAMINATION OF DRAWINGS, SPECIFICATIONS AND SITE OF WORK

- A. **Examination of Contract Documents.** Before commencing any portion of the Work, Contractor shall again carefully examine all applicable Contract Documents, the Project site, and other information given to Contractor as to materials and methods of construction and other Project requirements. Contractor shall immediately notify the Engineer of any potential error, inconsistency, ambiguity, conflict, or lack of detail or explanation. If Contractor performs, permits, or causes the performance of any Work which is in error, inconsistent or ambiguous, or not sufficiently detailed or explained, Contractor shall bear any and all resulting costs, including, without limitation, the cost of correction. In no case shall the Contractor or any subcontractor proceed with Work if uncertain as to the applicable requirements.
- B. **Additional Instructions.** After notification of any error, inconsistency, ambiguity, conflict, or lack of detail or explanation, the Engineer will provide any required additional instructions, by means of drawings or other written direction, necessary for proper execution of Work.
- C. **Quality of Parts, Construction and Finish.** All parts of the Work shall be of the best quality of their respective kinds and the Contractor must use all diligence to inform itself fully as to the required construction and finish.
- D. **Contractor's Variation from Contract Document Requirements.** If it is found that the Contractor has varied from the requirements of the Contract Documents including the requirement to comply with all applicable laws, ordinances, rules and regulations, the Engineer may at any time, before or after completion of the Work, order the improper Work removed, remade or replaced by the Contractor at the Contractor's expense.

ARTICLE 6. MOBILIZATION

- A. When a bid item is included in the Bid Form for mobilization, the costs of Work in advance of construction operations and not directly attributable to any specific bid item will be included in the progress estimate ("Initial Mobilization"). When no bid item is

provided for "Initial Mobilization," payment for such costs will be deemed to be included in the other items of the Work.

- B. Payment for Initial Mobilization based on the lump sum provided in the Bid Form, which shall constitute full compensation for all such Work. No payment for Initial Mobilization will be made until all of the listed items have been completed to the satisfaction of the Engineer. The scope of the Work included under Initial Mobilization shall include, but shall not be limited to, the following principal items:
1. Obtaining and paying for all bonds, insurance, and permits.
 2. Moving on to the Project site of all Contractor's plant and equipment required for the first month's operations.
 3. Installing temporary construction power, wiring, and lighting facilities, as applicable.
 4. Establishing fire protection system, as applicable.
 5. Developing and installing a construction water supply, if applicable.
 6. Providing and maintaining the field office trailers for the Contractor, if necessary, and the Engineer (if specified), complete, with all specified furnishings and utility services.
 7. Providing on-site sanitary facilities and potable water facilities as specified per Cal-OSHA and these Contract Documents.
 8. Furnishing, installing, and maintaining all storage buildings or sheds required for temporary storage of products, equipment, or materials that have not yet been installed in the Work. All such storage shall meet manufacturer's specified storage requirements, and the specific provisions of the specifications, including temperature and humidity control, if recommended by the manufacturer, and for all security.
 9. Arranging for and erection of Contractor's work and storage yard.
 10. Posting all OSHA required notices and establishment of safety programs per Cal-OSHA.
 11. Full-time presence of Contractor's superintendent at the job site as required herein.
 12. Submittal of Construction Schedule as required by the Contract Documents.

ARTICLE 7. EXISTENCE OF UTILITIES AT THE WORK SITE

- A. The City has endeavored to determine the existence of utilities at the Project site from the records of the owners of known utilities in the vicinity of the Project. The positions of these utilities as derived from such records are shown on the Plans.

- B. Unless indicated otherwise on the Plans and Specifications, no excavations were made to verify the locations shown for underground utilities. The service connections to these utilities are not shown on the Plans. Water service connections may be shown on the Plans showing general locations of such connections. It shall be the responsibility of the Contractor to determine the exact location of all service connections. The Contractor shall make its own investigations, including exploratory excavations, to determine the locations and type of service connections, prior to commencing Work which could result in damage to such utilities. The Contractor shall immediately notify the City in writing of any utility discovered in a different position than shown on the Plans or which is not shown on the Plans.
- C. If applicable, all water meters, water valves, fire hydrants, electrical utility vaults, telephone vaults, gas utility valves, and other subsurface structures shall be relocated or adjusted to final grade by the Contractor. Locations of existing utilities shown on the Plans are approximate and may not be complete. The Contractor shall be responsible for coordinating its Work with all utility companies during the construction of the Work.
- D. Notwithstanding the above, pursuant to section 4215 of the Government Code, the City has the responsibility to identify, with reasonable accuracy, main or trunkline facilities on the plans and specifications. In the event that main or trunkline utility facilities are not identified with reasonable accuracy in the plans and specifications made a part of the invitation for Bids, the City shall assume the responsibility for their timely removal, relocation, or protection.
- E. Contractor, except in an emergency, shall contact the appropriate regional notification center, **California Underground Service Alert** at 811 or 1-800-227-2600 or on-line at www.digalert.org at least two working days prior to commencing any excavation if the excavation will be performed in an area which is known, or reasonably should be known, to contain subsurface installations other than the underground facilities owned or operated by the City, and obtain an inquiry identification number from that notification center. No excavation shall be commenced or carried out by the Contractor unless such an inquiry identification number has been assigned to the Contractor or any subcontractor of the Contractor and the City has been given the identification number by the Contractor.

ARTICLE 8. SOILS INVESTIGATIONS

- A. Reports and Drawings. The Special Conditions identify:
1. those reports known to the City of explorations and tests of subsurface conditions at or contiguous to the site; and
 2. those drawings known to the City of physical conditions relating to existing surface or subsurface structures at the site (except Underground Facilities).
- B. Limited Reliance by Contractor on Technical Data Authorized. Contractor may rely upon the accuracy of the “technical data” contained in such reports and drawings, which were expressly not created or obtained to evaluate or assist in the evaluation of constructability, and are not Contract Documents. Contractor shall make its own interpretation of the “technical data” and shall be solely responsible for any such interpretations. Except for reliance on the accuracy of such “technical data,”

Contractor may not rely upon or make any claim against the City, City's Representative, or Engineer of Record, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including without limitation any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or
2. other data, interpretations, opinions, conclusions and information contained in such reports or shown or indicated in such drawings; or
3. any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions, or information.

ARTICLE 9. CONTRACTOR'S SUPERVISION

Contractor shall continuously keep at the Project site, a competent and experienced full-time Project superintendent acceptable to the City. Superintendent must be able to proficiently speak, read and write in English and shall have the authority to make decisions on behalf of the Contractor. Contractor shall continuously provide efficient supervision of the Project.

ARTICLE 10. WORKERS

- A. Contractor shall at all times enforce strict discipline and good order among its employees. Contractor shall not employ on the Project any unfit person or any one not skilled in the Work assigned to him or her.
- B. Any person in the employ of the Contractor whom the City may deem incompetent or unfit shall be dismissed from the Work and shall not be employed on this Project.

ARTICLE 11. INDEPENDENT CONTRACTORS

Contractor shall be an independent contractor for the City and not an employee. Contractor understands and agrees that it and all of its employees shall not be considered officers, employees, or agents of City and are not entitled to benefits of any kind normally provided employees of City, including but not limited to, state unemployment compensation or workers' compensation. Contractor assumes full responsibility for the acts and omissions of its employees or agents related to the Work.

ARTICLE 12. SUBCONTRACTS

- A. Contractor agrees to bind every subcontractor to the terms of the Contract Documents as far as such terms are applicable to subcontractor's portion of the Work. Contractor shall be as fully responsible to the City for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by its subcontractors, as Contractor is for acts and omissions of persons directly employed by Contractor. Nothing contained in these Contract Documents shall create any contractual relationship between any subcontractor and the City.

- B. The City reserves the right to accept all subcontractors. The City's acceptance of any subcontractor under this Contract shall not in any way relieve Contractor of its obligations in the Contract Documents.
- C. Prior to substituting any subcontractor listed in the Bid Forms, Contractor must comply with the requirements of the Subletting and Subcontracting Fair Practices Act pursuant to California Public Contract Code section 4100 et seq.

ARTICLE 13. VERIFICATION OF EMPLOYMENT ELIGIBILITY

By executing this Contract, Contractor verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time, and shall require all subcontractors, sub-subcontractors and consultants to comply with the same. Each person executing this Contract on behalf of Contractor verifies that he or she is a duly authorized officer of Contractor and that any of the following shall be grounds for the City to terminate the Contract for cause: (1) failure of the Contractor or its subcontractors, sub-subcontractors or consultants to meet any of the requirements provided for in this Article; (2) any misrepresentation or material omission concerning compliance with such requirements; or (3) failure to immediately remove from the Work any person found not to be in compliance with such requirements.

ARTICLE 14. REQUESTS FOR SUBSTITUTION

- A. For the purposes of this provision, the term "substitution" shall mean the substitution of any material, method or service substantially equal to or better in every respect to that indicated in the Standard Specifications or otherwise referenced herein.
- B. Pursuant to Public Contract Code section 3400(b), the City may make a finding that is described in the Notice Inviting Bids that designates certain products, things, or services by specific brand or trade name.
- C. Unless specifically designated in the Special Conditions, whenever any material, process, or article is indicated or specified by grade, patent, or proprietary name or by name of manufacturer, such specifications shall be deemed to be used for the purpose of facilitating the description of the material, process, or article desired and shall be deemed to be followed by the words "or equal." Contractor may, unless otherwise stated, offer for substitution any material, process, or article which may be substantially equal to or better in every respect to that so indicated or specified in the Contract Documents. However, the City has adopted uniform standards for certain materials, processes, and articles.
- D. The Contractor shall submit substitution requests, together with substantiating data, for substitution of any "or equal" material, process, or article no later than thirty-five (35) calendar days after award of Contract. Provisions regarding submission of substitution requests shall not in any way authorize an extension of time for the performance of this Contract. If a substitution request is rejected by the City, the Contractor shall provide the material, method or service specified herein. The City shall not be responsible for any costs incurred by the Contractor associated with substitution requests. The burden of proof as to the equality of any material, process, or article shall rest with the Contractor. The Engineer has the complete and sole

discretion to determine if a material, process, or article is substantially equal to or better than that specified and to approve or reject all substitution requests.

- E. Substantiating data as described above shall include, at a minimum, the following information:
 - 1. A signed affidavit from the Contractor stating that the material, process, or article proposed as a substitution is substantially equal to or better than that specified in every way except as may be listed on the affidavit.
 - 2. Illustrations, specifications, catalog cut sheets, and any other relevant data required to prove that the material, process, or article is substantially equal to or better than that specified.
 - 3. A statement of the cost implications of the substitution being requested, indicating whether and why the proposed substitution will reduce or increase the amount of the contract.
 - 4. Information detailing the durability and lifecycle costs of the proposed substitution.
- F. Failure to submit all the required substantiating data detailed above in a timely manner so that the substitution request can be adequately reviewed may result in rejection of the substitution request. The Engineer is not obligated to review multiple submittals related the same substitution request resulting from the Contractor's failure to initially submit a complete package.
- G. Time limitations within this Article shall be strictly complied with and in no case will an extension of time for completion of the contract be granted because of Contractor's failure to provide substitution requests at the time and in the manner described herein.
- H. The Contractor shall bear the costs of all City work associated with the review of substitution requests.
- I. If substitution requests approved by the Engineer require that Contractor furnish materials, methods or services more expensive than that specified, the increased costs shall be borne by Contractor.

ARTICLE 15. SHOP DRAWINGS

- A. Contractor shall check and verify all field measurements and shall submit with such promptness as to provide adequate time for review and cause no delay in its own Work or in that of any other contractor, subcontractor, or worker on the Project, six (6) copies of all shop drawings, calculations, schedules, and materials list, and all other provisions required by the Contract Documents. Contractor shall sign all submittals affirming that submittals have been reviewed and approved by Contractor prior to submission to Engineer. Each signed submittal shall affirm that the submittal meets all the requirements of the Contract Documents except as specifically and clearly noted and listed on the transmittal letter of the submittal.
- B. Contractor shall make any corrections required by the Engineer, and file with the Engineer six (6) corrected copies each, and furnish such other copies as may be

needed for completion of the Work. Engineer's acceptance of shop drawings shall not relieve Contractor from responsibility for deviations from the Contract Documents unless Contractor has, in writing, called Engineer's attention to such deviations at time of submission and has secured the Engineer's written acceptance. Engineer's acceptance of shop drawings shall not relieve Contractor from responsibility for errors in shop drawings.

ARTICLE 16. SUBMITTALS

- A. Contractor shall furnish to the Engineer for approval, prior to purchasing or commencing any Work, a log of all samples, material lists and certifications, mix designs, schedules, and other submittals, as required in the Contract Documents. The log shall indicate whether samples will be provided in accordance with other provisions of this Contract.
- B. Contractor will provide samples and submittals, together with catalogs and supporting data required by the Engineer, to the Engineer within a reasonable time period to provide for adequate review and avoid delays in the Work.
- C. These requirements shall not authorize any extension of time for performance of this Contract. Engineer will check and approve such samples, but only for conformance with design concept of work and for compliance with information given in the Contract Documents. Work shall be in accordance with approved samples and submittals.

ARTICLE 17. MATERIALS

- A. Except as otherwise specifically stated in the Contract Documents, Contractor shall provide and pay for all materials, labor, tools, equipment, lights, power, transportation, superintendence, temporary constructions of every nature, and all other services and facilities of every nature whatsoever necessary to execute and complete this Contract within specified time.
- B. Unless otherwise specified, all materials shall be new and the best of their respective kinds and grades as noted and/or specified, and workmanship shall be of good quality.
- C. Materials shall be furnished in ample quantities and at such times as to ensure uninterrupted progress of the Work and shall be stored properly and protected as required by the Contract Documents. Contractor shall be entirely responsible for damage or loss by weather or other causes to materials or Work.
- D. No materials, supplies, or equipment for Work under this Contract shall be purchased subject to any chattel mortgage or under a conditional sale or other agreement by which an interest therein or in any part thereof is retained by the seller or supplier. Contractor warrants good title to all material, supplies, and equipment installed or incorporated in the Work and agrees upon completion of all work to deliver the Project, to the City free from any claims, liens, or charges.
- E. Materials shall be stored on the Project site in such manner so as not to interfere with any operations of the City or any independent contractor.

- F. Contractor shall verify all measurements, dimensions, elevations, and quantities before ordering any materials or performing any Work, and the City shall not be liable for Contractor's failure to do so. No additional compensation, over and above payment for the actual quantities at the prices set out in the Bid Form, will be allowed because of differences between actual measurements, dimension, elevations and quantities and those indicated on the Plans and in the Specifications. Any difference therein shall be submitted to the Engineer for consideration before proceeding with the Work.

ARTICLE 18. PERMITS AND LICENSES

- A. City will apply and pay for the review of necessary encroachment permits San Francisco Bay Conservation and Development Commission (BCDC) for Work within the public rights-of-way. Contractor shall obtain all other necessary permits and licenses for the construction of the Project, including encroachment permits, and shall pay all fees required by law and shall comply with all laws, ordinances, rules and regulations relating to the Work and to the preservation of public health and safety. Before acceptance of the Project, the Contractor shall submit all licenses, permits, certificates of inspection and required approvals to the City. City encroachment permit will be issued at no cost to the contractor.
- B. The Bid Form contains an allowance for the Contractor's cost of acquiring traffic control permits and for construction inspection fees that may be charged to the Contractor by the Agency of Jurisdiction. The allowance is included within the Bid Form to eliminate the need by bidders to research or estimate the costs of traffic control permits and construction inspection fees prior to submitting a bid. The allowance is specifically intended to account for the costs of traffic control permits and construction inspection fees charged by the local Agency of Jurisdiction only. No other costs payable by Contractor to the Agency of Jurisdiction are included within the allowance. Payment by City to Contractor under the Permit and Inspection Allowance Bid Item shall be made based on actual cost receipts only and in accordance with the provisions of these specifications.

ARTICLE 19. TRENCHES

- A. **Trenches Five Feet or More in Depth.** Contractor shall submit to the Engineer at the preconstruction meeting, a detailed plan showing the design of shoring, bracing, sloping or other provisions to be made for worker protection from hazards of caving ground during the excavation of any trench or trenches five feet or more in depth. If such plan varies from shoring system standards established by the Construction Safety Orders of the California Code of Regulations, Department of Industrial Relations, the plan shall be prepared by a California registered civil or structural engineer. The plan shall not be less effective than the shoring, bracing, sloping, or other provisions of the Construction Safety Orders, as defined in the California Code of Regulations. The Contractor shall designate in writing the "competent person" as defined in Title 8, California Code of Regulations, who shall be present at the Work Site each day that trenching/excavation is in progress. The "competent person" shall prepare and provide daily trenching/excavation inspection reports to the Engineer. Contractor shall also submit a copy of its annual California Occupational Safety and Health Administration (Cal/OSHA) trench/excavation permit.

- B. Excavations Deeper than Four Feet.** If the Work involves excavating trenches or other excavations that extend deeper than four feet below the surface, Contractor shall promptly, and before the excavation is further disturbed, notify the City in writing of any of the following conditions:
1. Material that the Contractor believes may be material that is hazardous waste, as defined in section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.
 2. Subsurface or latent physical conditions at the site differing from those indicated.
 3. Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract

The City shall promptly investigate the conditions, and if it finds that the conditions do so materially differ, or do involve hazardous waste, and cause a decrease or increase in Contractor's cost of, or the time required for, performance of any part of the Work, shall issue a change order under the procedures described in the Contract Documents.

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

ARTICLE 20. TRAFFIC CONTROL

- A. Traffic control plan(s) for the Work may be required by the Agency(s) of Jurisdiction. Traffic control plans, if required, shall be prepared at Contractor's expense, and traffic control shall be performed at Contractor's expense in accordance with the requirements of the Agency(s) of Jurisdiction. The Permit and Inspection Allowance included within the Bid Form includes the cost of required traffic control permit(s) and construction inspection by the Agency(s) of Jurisdiction only. The Permit and Inspection Allowance does not include costs for preparation of any required traffic control plans, implementation of any traffic control requirements or for any traffic signal services that may be required. Costs for traffic control plans, implementation of traffic control, or traffic signal services required by the Agency(s) of Jurisdiction shall be included in the Contractor's Bid.
- B. All warning signs and safety devices used by the Contractor to perform the Work shall conform to the requirements contained in the State of California, Department of Transportation's current edition of "Manual of Traffic Controls for Construction and Maintenance Work Zones" or to the requirements of the local agency. The Contractor shall also be responsible for all traffic control required by the agency having jurisdiction over the project on the intersecting streets. Contractor must submit a traffic control plan to the agency having jurisdiction over the project for approval prior to starting work.

- C. The Contractor's representative on the site responsible for traffic control shall produce evidence that he/she has completed training acceptable to the California Department of Transportation for safety through construction zones. All of the streets in which the Work will occur shall remain open to traffic and one lane of traffic maintained at all times unless otherwise directed by the agency of jurisdiction. Businesses and residences adjacent to the Work shall be notified forty-eight (48) hours in advance of closing of driveways. The Contractor shall make every effort to minimize the amount of public parking temporarily eliminated due to construction in areas fronting businesses. No stockpiles of pipe or other material will be allowed in traveled right-of-ways after working hours unless otherwise approved by the Engineer.

ARTICLE 21. DIVERSION OF RECYCLABLE WASTE MATERIALS

In compliance with the applicable City's waste reduction and recycling efforts, Contractor shall divert all Recyclable Waste Materials to appropriate recycling centers as required for compliance with the local jurisdiction's waste diversion ordinances. Contractor will be required to submit weight tickets and written proof of diversion with its monthly progress payment requests. Contractor shall complete and execute any certification forms required by City or other applicable agencies to document Contractor's compliance with these diversion requirements. All costs incurred for these waste diversion efforts shall be the responsibility of the Contractor.

ARTICLE 22. REMOVAL OF HAZARDOUS MATERIALS

Should Contractor encounter material reasonably believed to be polychlorinated biphenyl (PCB) or other toxic wastes and hazardous materials which have not been rendered harmless at the Project site, the Contractor shall immediately stop work at the affected Project site and shall report the condition to the City in writing. The City shall contract for any services required to directly remove and/or abate PCBs and other toxic wastes and hazardous materials, if required by the Project site(s), and shall not require the Contractor to subcontract for such services. The Work in the affected area shall not thereafter be resumed except by written agreement of the City and Contractor.

ARTICLE 23. SANITARY FACILITIES

Contractor shall provide sanitary temporary toilet buildings and hand washing facilities for the use of all workers. All toilets and hand washing facilities shall comply with all applicable federal, state and local laws, codes, ordinances, and regulations. Toilets shall be kept supplied with toilet paper and shall have workable door fasteners. Toilets and hand washing facilities shall be serviced no less than once weekly and shall be present in a quantity of not less than 1 per 20 workers as required by Cal/OSHA regulations. The toilets and hand washing facilities shall be maintained in a sanitary condition at all times. Use of toilet and hand washing facilities in the Work under construction shall not be permitted. Any other Sanitary Facilities required by Cal/OSHA shall be the responsibility of the Contractor.

ARTICLE 24. AIR POLLUTION CONTROL

Contractor shall comply with all air pollution control rules, regulations, ordinances and statutes. All containers of paint, thinner, curing compound, solvent or liquid asphalt shall be labeled to indicate that the contents fully comply with the applicable material requirements.

ARTICLE 25. LAYOUT AND FIELD ENGINEERING

All field engineering required for laying out the Work and establishing grades for earthwork operations shall be furnished by the Contractor at its expense.

ARTICLE 26. TESTS AND INSPECTIONS

- A. If the Contract Documents, the Engineer, or any instructions, laws, ordinances, or public authority requires any part of the Work to be tested or Approved, Contractor shall provide the Engineer at least two (2) working days' notice of its readiness for observation or inspection. If inspection is by a public authority other than the City, Contractor shall promptly inform the City of the date fixed for such inspection. Required certificates of inspection (or similar) shall be secured by Contractor. Costs for City testing and City inspection shall be paid by the City. Costs of tests for Work found not to be in compliance shall be paid by the Contractor.
- B. If any Work is done or covered up without the required testing or approval, the Contractor shall uncover or deconstruct the Work, and the Work shall be redone after completion of the testing at the Contractor's cost in compliance with the Contract Documents.
- C. Where inspection and testing are to be conducted by an independent laboratory or agency, materials or samples of materials to be inspected or tested shall be selected by such laboratory or agency, or by the City, and not by Contractor. All tests or inspections of materials shall be made in accordance with the commonly recognized standards of national organizations.
- D. In advance of manufacture of materials to be supplied by Contractor which must be tested or inspected, Contractor shall notify the City so that the City may arrange for testing at the source of supply. Any materials which have not satisfactorily passed such testing and inspection shall not be incorporated into the Work.
- E. If the manufacture of materials to be inspected or tested will occur in a plant or location greater than sixty (60) miles from the City, the Contractor shall pay for any excessive or unusual costs associated with such testing or inspection, including but not limited to excessive travel time, standby time and required lodging.
- F. Reexamination of Work may be ordered by the City. If so ordered, Work must be uncovered or deconstructed by Contractor. If Work is found to be in accordance with the Contract Documents, the City shall pay the costs of reexamination and reconstruction. If such work is found not to be in accordance with the Contract Documents, Contractor shall pay all costs.

ARTICLE 27. PROTECTION OF WORK AND PROPERTY

- A. The Contractor shall be responsible for all damages to persons or property that occurs as a result of the Work. Contractor shall be responsible for the proper care and protection of all materials delivered and Work performed until completion and final Acceptance by the City. All Work shall be solely at the Contractor's risk. Contractor shall adequately protect adjacent property from settlement or loss of lateral support as necessary. Contractor shall comply with all applicable safety laws and building codes

to prevent accidents or injury to persons on, about, or adjacent to the Project site where Work is being performed. Contractor shall erect and properly maintain at all times, as required by field conditions and progress of work, all necessary safeguards, signs, barriers, lights, and watchmen for protection of workers and the public, and shall post danger signs warning against hazards created in the course of construction.

- B. In an emergency affecting safety of life or of work or of adjoining property, Contractor, without special instruction or authorization from the Engineer, is hereby permitted to act to prevent such threatened loss or injury; and Contractor shall so act, without appeal, if so authorized or instructed by the Engineer or the City. Any compensation claimed by Contractor on account of emergency work shall be determined by and agreed upon by the City and the Contractor.

ARTICLE 28. CONTRACTOR'S MEANS AND METHODS

Contractor is solely responsible for the means and methods utilized to perform the Work. In no case shall the Contractor's means and methods deviate from commonly used industry standards.

ARTICLE 29. COMPLIANCE WITH CALIFORNIA AIR RESOURCES BOARD REGULATIONS

- A. Contractor shall comply, and shall ensure all subcontractors comply, with all applicable requirements of the most current version of the regulations imposed by California Air Resources Board ("CARB") including, without limitation, all applicable terms of Title 13, California Code of Regulations Division 3, Chapter 9 and all pending amendments ("Regulation").
- B. Throughout the Project, and for three (3) years thereafter, Contractor shall make available for inspection and copying any and all documents or information associated with Contractor's and its subcontractors' fleets including, without limitation, the Certificates of Reported Compliance ("CRCs"), fuel/refueling records, maintenance records, emissions records, and any other information the Contractor is required to produce, keep or maintain pursuant to the Regulation upon two (2) calendar days' notice from the City.
- C. Contractor shall be solely liable for any and all costs associated with compliance with the Regulation as well as for any and all penalties, fines, damages, or costs associated with any and all violations, or failures to comply with the Regulation. Contractor shall defend, indemnify and hold harmless the City, its officials, officers, employees and authorized volunteers free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Regulation.

ARTICLE 30. AUTHORIZED REPRESENTATIVES

The City shall designate representatives, who shall have the right to be present at the Project site at all times. The City may designate an inspector who shall have the right to observe all of the Contractor's Work. The inspector shall not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents. Contractor shall provide safe and proper facilities for such access.

ARTICLE 31. HOURS OF WORK

- A. As provided in Article 3 (commencing at section 1810), Chapter 1, Part 7, Division 2 of the Labor Code, Contractor stipulates that eight (8) hours of labor shall constitute a legal day's work. The time of service of any worker employed at any time by the Contractor or by any subcontractor on any subcontract under this Contract upon the Work or upon any part of the Work contemplated by this Contract is limited and restricted to eight (8) hours during any one calendar day and 40 hours during any one calendar week, except as hereinafter provided. Notwithstanding the provisions herein above set forth, work performed by employees of Contractor in excess of eight (8) hours per day, and 40 hours during any one week, shall be permitted upon this public work upon compensation for all hours worked in excess of eight (8) hours per day at not less than one and one-half times the basic rate of pay.
- B. The Contractor and every subcontractor shall keep an accurate record showing the name of and actual hours worked each calendar day and each calendar week by each worker employed in connection with the Work or any part of the Work contemplated by this Contract. The record shall be kept open at all reasonable hours to the inspection of the City and to the Division of Labor Law Enforcement, Department of Industrial Relations of the State of California.
- C. The Contractor shall pay to the City a penalty of twenty-five dollars (\$25.00) for each worker employed in the execution of this Contract by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any calendar day and 40 hours in any one calendar week in violation of the provisions of Article 3 (commencing at section 1810), Chapter 1, Part 7, Division 2 of the Labor Code.
- D. Any work necessary to be performed after regular working hours, or on Saturdays and Sundays or other holidays, shall be performed without additional expense to the City.
- E. City will provide inspection during normal working hours from 8:00 a.m. to 6:00 p.m. Monday through Friday. Inspection before or after this time will be charged to the Contractor as reimbursable inspection time. Inspections on weekends requires two days' notice for review and approval. Upon written request and approval the 8.5 hour working day may be changed to other limits subject to city/county ordinance.
- F. It shall be unlawful for any person to operate, permit, use, or cause to operate any of the following at the Project site, other than between the hours of 8:00 a.m. to 6:00 p.m., Monday through Friday, with no Work allowed on the City-observed holidays, unless otherwise approved by the City:
 - 1. Powered Vehicles
 - 2. Construction Equipment
 - 3. Loading and Unloading Vehicles
 - 4. Domestic Power Tools

ARTICLE 32. PAYROLL RECORDS; LABOR COMPLIANCE

- A. Pursuant to Labor Code section 1776, Contractor and all subcontractors shall maintain weekly certified payroll records, showing the names, addresses, Social Security numbers, work classifications, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by them in connection with the Work under this Contract. Contractor shall certify under penalty of perjury that records maintained and submitted by Contractor are true and accurate. Contractor shall also require subcontractor(s) to certify weekly payroll records under penalty of perjury.
- B. In accordance with Labor Code section 1771.4, the Contractor and each subcontractor shall furnish the certified payroll records directly to the Department of Industrial Relations ("DIR") on the specified interval and format prescribed by the DIR, which may include electronic submission. Contractor shall comply with all requirements and regulations from the DIR relating to labor compliance monitoring and enforcement. The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.
- C. Any stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor that affect Contractor's performance of Work, including any delay, shall be Contractor's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Contractor caused delay subject to any applicable liquidated damages and shall not be compensable by the City. Contractor shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor.
- D. The payroll records described herein shall be certified and submitted by the Contractor at a time designated by the City. The Contractor shall also provide the following:
 - 1. A certified copy of the employee's payroll records shall be made available for inspection or furnished to such employee or his or her authorized representative on request.
 - 2. A certified copy of all payroll records described herein shall be made available for inspection or furnished upon request of the DIR.
- E. Unless submitted electronically, the certified payroll records shall be on forms provided by the Division of Labor Standards Enforcement ("DLSE") of the DIR or shall contain the same information as the forms provided by the DLSE.
- F. Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency, the City, the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address and social security number. The name and address of the Contractor awarded the Contract or performing the contract shall not be marked or obliterated.

- G. In the event of noncompliance with the requirements of this Article, the Contractor shall have ten (10) calendar days in which to comply subsequent to receipt of written notice specifying in what respects the Contractor must comply with this Article. Should noncompliance still be evident after such 10-day period, the Contractor shall pay a penalty of one hundred dollars (\$100.00) to the City for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, such penalties shall be withheld from progress payment then due.
- H. The responsibility for compliance with this Article shall rest upon the Contractor.

ARTICLE 33. PREVAILING RATES OF WAGES

- A. The Contractor is aware of the requirements of Labor Code sections 1720 *et seq.* and 1770 *et seq.*, as well as California Code of Regulations, Title 8, Section 16000 *et seq.* (“Prevailing Wage Laws”), which require the payment of prevailing wage rates and the performance of other requirements on certain “public works” and “maintenance” projects. Since this Project involves an applicable “public works” or “maintenance” project, as defined by the Prevailing Wage Laws, and since the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. The Contractor shall obtain a copy of the prevailing rates of per diem wages at the commencement of this Contract from the website of the Division of Labor Statistics and Research of the Department of Industrial Relations located at www.dir.ca.gov. In the alternative, the Contractor may view a copy of the prevailing rate of per diem wages which are on file at the City’s Administration Office and shall be made available to interested parties upon request. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification, or type of worker needed to perform work on the Project available to interested parties upon request, and shall post copies at the Contractor’s principal place of business and at the Project site. Contractor shall defend, indemnify and hold the City, its officials, officers, employees and authorized volunteers free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.
- B. The Contractor shall forfeit as a penalty to the City not more than Two Hundred Dollars (\$200.00), pursuant to Labor Code section 1775, for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate as determined by the Director of the Department of Industrial Relations for such work or craft in which such worker is employed for any public work done under the Contract by it or by any subcontractor under it. The difference between such prevailing wage rate and the amount paid to each worker for each calendar day or portion thereof, for which each worker was paid less than the prevailing wage rate, shall be paid to each worker by the Contractor.
- C. Contractor shall post, at appropriate conspicuous points on the Project site, a schedule showing all determined general prevailing wage rates and all authorized deductions, if any, from unpaid wages actually earned.

ARTICLE 34. PUBLIC WORKS CONTRACTOR REGISTRATION

Pursuant to Labor Code sections 1725.5 and 1771.1, the Contractor and its subcontractors must be registered with the Department of Industrial Relations prior to the execution of a contract to

perform public works. By entering into this Contract, Contractor represents that it is aware of the registration requirement and is currently registered with the DIR. Contractor shall maintain a current registration for the duration of the Project. Contractor shall further include the requirements of Labor Code sections 1725.5 and 1771.1 in any subcontract and ensure that all subcontractors are registered at the time this Contract is entered into and maintain registration for the duration of the Project. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

ARTICLE 35. EMPLOYMENT OF APPRENTICES

- A. Contractor and all subcontractors shall comply with the requirements of Labor Code sections 1777.5 and 1777.6 in the employment of apprentices.
- B. Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the Director of Industrial Relations, ex officio the Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices.
- C. Knowing violations of Labor Code section 1777.5 will result in forfeiture not to exceed one hundred dollars (\$100.00) for each calendar day of non-compliance pursuant to Labor Code section 1777.7.
- D. The responsibility for compliance with this Article shall rest upon the Contractor.

ARTICLE 36. NONDISCRIMINATION/EQUAL EMPLOYMENT OPPORTUNITY

Pursuant to Labor Code section 1735 and other applicable provisions of law, the Contractor and its subcontractors shall not discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, or any other classifications protected by law on this Project. The Contractor will take affirmative action to insure that employees are treated during employment or training without regard to their race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, or any other classifications protected by law.

Employment Eligibility; Contractor. By executing this Contract, Contractor verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time. Such requirements and restrictions include, but are not limited to, examination and retention of documentation confirming the identity and immigration status of each employee of the Contractor. Contractor also verifies that it has not committed a violation of any such law within the five (5) years immediately preceding the date of execution of this Contract, and shall not violate any such law at any time during the term of the Contract. Contractor shall avoid any violation of any such law during the term of this Contract by participating in an electronic verification of work authorization program operated by the United States Department of Homeland Security, by participating in an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, or by some other legally acceptable method. Contractor

shall maintain records of each such verification, and shall make them available to the City or its representatives for inspection and copy at any time during normal business hours. The City shall not be responsible for any costs or expenses related to Contractor's compliance with the requirements provided for or referred to herein.

Employment Eligibility; Subcontractors, Sub-subcontractors and Consultants. To the same extent and under the same conditions as Contractor, Contractor shall require all of its subcontractors, sub-subcontractors and consultants performing any part of the Work or of this Contract to make the same verifications and comply with all requirements and restrictions provided for herein.

Employment Eligibility; Failure to Comply. Each person executing this Contract on behalf of Contractor verifies that he or she is a duly authorized officer of Contractor, and understands that any of the following shall be grounds for the City to terminate the Contract for cause: (1) failure of Contractor or its subcontractors, sub-subcontractors or consultants to meet any of the requirements provided for herein; (2) any misrepresentation or material omission concerning compliance with such requirements; or (3) failure to immediately remove from the Work any person found not to be in compliance with such requirements.

ARTICLE 37. DEBARMENT OF CONTRACTORS AND SUBCONTRACTORS

Contractors or subcontractors may not perform work on a public works project with a subcontractor who is ineligible to perform work on a public project pursuant to Labor Code section 1777.1 or 1777.7. Any contract on a public works project entered into between a contractor and a debarred subcontractor is void as a matter of law. A debarred subcontractor may not receive any public money for performing work as a subcontractor on a public works contract. Any public money that is paid, or may have been paid to a debarred subcontractor by a contractor on the project shall be returned to the City. The Contractor shall be responsible for the payment of wages to workers of a debarred subcontractor who has been allowed to work on the project.

ARTICLE 38. LABOR/EMPLOYMENT SAFETY

The Contractor shall comply with all applicable laws and regulations of the federal, state, and local government, including Cal/OSHA requirements and requirements for verification of employees' legal right to work in the United States.

The Contractor shall maintain emergency first aid treatment for his employees which complies with the Federal Occupational Safety and Health Act of 1970 (29 U.S.C. § 651 *et seq.*), and California Code of Regulations, Title 8, Industrial Relations Division 1, Department of Industrial Relations, Chapter 4. The Contractor shall ensure the availability of emergency medical services for its employees in accordance with California Code of Regulations, Title 8, Section 1512.

The Contractor shall submit the Illness and Injury Prevention Program and a Project site specific safety program to the City prior to beginning Work at the Project site. Contractor shall maintain a confined space program that meets or exceeds the City Standards. Contractor shall adhere to the City's lock out tag out program.

ARTICLE 39. INSURANCE

The Contractor shall obtain, and at all times during performance of the Work of Contract, maintain all of the insurance described in this Article. Contractor shall not commence Work under this Contract until it has provided evidence satisfactory to the City that it has secured all insurance

required hereunder. Contractor shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to the City that the subcontractor has secured all insurance required under this Article. Failure to provide and maintain all required insurance shall be grounds for the City to terminate this Contract for cause. Contractor shall furnish City with original certificates of insurance and endorsements effective coverage required by this Contract on forms satisfactory to the City. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms acceptable to the City. All certificates and endorsements must be received and approved by the City before Work commences.

- A. **Additional Insureds; Waiver of Subrogation.** The City, its officials, officers, employees, agents and authorized volunteers shall be named as Additional Insureds on Contractor's All Risk policy and on Contractor's and its subcontractors' policies of Commercial General Liability and Automobile Liability insurance using, for Contractor's policy/ies of Commercial General Liability insurance, ISO CG forms 20 10 and 20 37 (or endorsements providing the exact same coverage, including completed operations), and, for subcontractors' policies of Commercial General Liability insurance, ISO CG form 20 38 (or endorsements providing the exact same coverage). Notwithstanding the minimum limits set forth in this Contract for any type of insurance coverage, all available insurance proceeds in excess of the specified minimum limits of coverage shall be available to the parties required to be named as Additional Insureds hereunder. Contractor and its insurance carriers shall provide a Waiver of Subrogation in favor of those parties.
- B. **Workers' Compensation Insurance.** The Contractor shall provide workers' compensation insurance for all of the employees engaged in Work under this Contract, on or at the Site, and, in case of any sublet Work, the Contractor shall require the subcontractor similarly to provide workers' compensation insurance for all the latter's employees as prescribed by State law. Any class of employee or employees not covered by a subcontractor's insurance shall be covered by the Contractor's insurance. In case any class of employees engaged in work under this Contract, on or at the Site, is not protected under the Workers' Compensation Statutes, the Contractor shall provide or shall cause a subcontractor to provide, adequate insurance coverage for the protection of such employees not otherwise protected. The Contractor is required to secure payment of compensation to his employees in accordance with the provisions of section 3700 of the Labor Code. The Contractor shall file with the City certificates of his insurance protecting workers. Company or companies providing insurance coverage shall be acceptable to the City, if in the form and coverage as set forth in the Contract Documents.
- C. **Employer's Liability Insurance.** Contractor shall provide Employer's Liability Insurance, including Occupational Disease, in the amount of at least one million dollars (\$1,000,000.00) per person per accident. Contractor shall provide City with a certificate of Employer's Liability Insurance. Such insurance shall comply with the provisions of the Contract Documents. The policy shall be endorsed, if applicable, to provide a Borrowed Servant/Alternate Employer Endorsement and contain a Waiver of Subrogation in favor of the City.
- D. **Commercial General Liability Insurance.** Contractor shall provide "occurrence" form Commercial General Liability insurance coverage at least as broad as the most

current ISO CGL Form 00 01, including but not limited to, premises liability, contractual liability, products/completed operations, personal and advertising injury which may arise from or out of Contractor's operations, use, and management of the Site, or the performance of its obligations hereunder. The policy shall not contain any exclusion contrary to this Contract including but not limited to endorsements or provisions limiting coverage for (1) contractual liability (including but not limited to ISO CG 24 26 or 21 39); or (2) cross-liability for claims or suits against one insured against another. Policy limits shall not be less than \$2,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. Defense costs shall be paid in addition to the limits.

1. Such policy shall comply with all the requirements of this Article. The limits set forth herein shall apply separately to each insured against whom claims are made or suits are brought, except with respect to the limits of liability. Further the limits set forth herein shall not be construed to relieve the Contractor from liability in excess of such coverage, nor shall it limit Contractor's indemnification obligations to the City, and shall not preclude the City from taking such other actions available to the City under other provisions of the Contract Documents or law.
2. All general liability policies provided pursuant to the provisions of this Article shall comply with the provisions of the Contract Documents.
3. All general liability policies shall be written to apply to all bodily injury, including death, property damage, personal injury, owned and non-owned equipment, blanket contractual liability, completed operations liability, explosion, collapse, under-ground excavation, removal of lateral support, and other covered loss, however occasioned, occurring during the policy term, and shall specifically insure the performance by Contractor of that part of the indemnification contained in these General Conditions relating to liability for injury to or death of persons and damage to property.
4. If the coverage contains one or more aggregate limits, a minimum of 50% of any such aggregate limit must remain available at all times; if over 50% of any aggregate limit has been paid or reserved, the City may require additional coverage to be purchased by Contractor to restore the required limits. Contractor may combine primary, umbrella, and as broad as possible excess liability coverage to achieve the total limits indicated above. Any umbrella or excess liability policy shall include the additional insured endorsement described in the Contract Documents.
5. All policies of general liability insurance shall permit and Contractor does hereby waive any right of subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss.

E. Automobile Liability Insurance. Contractor shall provide "occurrence" form Automobile Liability Insurance at least as broad as ISO CA 00 01 (Any Auto) in the amount of, at least, one million dollars (\$1,000,000) per accident for bodily injury and property damage. Such insurance shall provide coverage with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned,

leased, hired or borrowed by Contractor or for which Contractor is responsible, in a form and with insurance companies acceptable to the City. All policies of automobile insurance shall permit and Contractor does hereby waive any right of subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss.

F. **NOT USED**

G. **Contractor's Pollution Liability Coverage.** Contractor shall provide pollution liability insurance in an amount not less than \$1,000,000 per occurrence and \$2,000,000 aggregate.

H. Contractor shall require all tiers of sub-contractors working under this Contract to provide the insurance required under this Article unless otherwise agreed to in writing by City. Contractor shall make certain that any and all subcontractors hired by Contractor are insured in accordance with this Contract. If any subcontractor's coverage does not comply with the foregoing provisions, Contractor shall indemnify and hold the City harmless from any damage, loss, cost, or expense, including attorneys' fees, incurred by the City as a result thereof.

ARTICLE 40. FORM AND PROOF OF CARRIAGE OF INSURANCE

A. Any insurance carrier providing insurance coverage required by the Contract Documents shall be admitted to and authorized to do business in the State of California unless waived, in writing, by the City's Risk Manager. Carrier(s) shall have an A.M. Best rating of not less than an A:VII. Insurance deductibles or self-insured retentions must be declared by the Contractor. At the election of the City the Contractor shall either 1) reduce or eliminate such deductibles or self-insured retentions, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses. If umbrella or excess liability coverage is used to meet any required limit(s) specified herein, the Contractor shall provide a "follow form" endorsement satisfactory to the City indicating that such coverage is subject to the same terms and conditions as the underlying liability policy.

B. Each insurance policy required by this Contract shall be endorsed to state that: (1) coverage shall not be suspended, voided, reduced or cancelled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City; and (2) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the City, its officials, officers, agents, employees, and volunteers.

C. The Certificate(s) and policies of insurance shall contain or shall be endorsed to contain the covenant of the insurance carrier(s) that it shall provide no less than thirty (30) days written notice be given to the City prior to any material modification or cancellation of such insurance. In the event of a material modification or cancellation of coverage, the City may terminate the Contract or stop the Work in accordance with the Contract Documents, unless the City receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. Contractor shall not take possession, or use the Site,

- or commence operations under this Contract until the City has been furnished original Certificate(s) of Insurance and certified original copies of endorsements or policies of insurance including all endorsements and any and all other attachments as required in this Article. The original endorsements for each policy and the Certificate of Insurance shall be signed by an individual authorized by the insurance carrier to do so on its behalf.
- D. The Certificate(s) of Insurance, policies and endorsements shall so covenant and shall be construed as primary, and the City's insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.
 - E. City reserves the right to adjust the monetary limits of insurance coverages during the term of this Contract including any extension thereof if, in the City's reasonable judgment, the amount or type of insurance carried by the Contractor becomes inadequate.
 - F. Contractor shall report to the City, in addition to the Contractor's insurer, any and all insurance claims submitted by the Contractor in connection with the Work under this Contract.

ARTICLE 41. TIME FOR COMPLETION AND LIQUIDATED DAMAGES

- A. **Time for Completion/Liquidated Damages.** Time is of the essence in the completion of the Work. Work shall be commenced within ten (10) Days of the date stated in the City's Notice to Proceed and shall be completed by Contractor in the time specified in the Contract Documents. The City is under no obligation to consider early completion of the Project; and the Contract completion date shall not be amended by the City's receipt or acceptance of the Contractor's proposed earlier completion date. Furthermore, Contractor shall not, under any circumstances, receive additional compensation from the City (including but not limited to indirect, general, administrative or other forms of overhead costs) for the period between the time of earlier completion proposed by the Contractor and the Contract completion date. If the Work is not completed as stated in the Contract Documents, it is understood that the City will suffer damage. In accordance with Government Code section 53069.85, being impractical and infeasible to determine the amount of actual damage, it is agreed that Contractor shall pay to the City as fixed and liquidated damages, and not as a penalty, the sum stipulated in the Contract for each calendar day of delay until the Work is fully completed. Contractor and its surety shall be liable for any liquidated damages. Any money due or to become due the Contractor may be retained to cover liquidated damages.
- B. **Inclement Weather.** Contractor shall abide by the Engineer's determination of what constitutes inclement weather. Time extensions for inclement weather shall only be granted when the Work stopped during inclement weather is on the critical path of the Project schedule.
- C. **Extension of Time.** Contractor shall not be charged liquidated damages because of any delays in completion of the Work due to unforeseeable causes beyond the control and without the fault or negligence of Contractor (or its subcontractors or suppliers). Contractor shall within five (5) Days of identifying any such delay notify the City in writing of causes of delay. The City shall ascertain the facts and extent of delay and

grant extension of time for completing the Work when, in its judgment, the facts justify such an extension. Time extensions to the Project shall be requested by the Contractor as they occur and without delay. No delay claims shall be permitted unless the event or occurrence delays the completion of the Project beyond the Contract completion date.

- D. **No Damages for Reasonable Delay.** The City's liability to Contractor for delays for which the City is responsible shall be limited to only an extension of time unless such delays were unreasonable under the circumstances. In no case shall the City be liable for any costs which are borne by the Contractor in the regular course of business, including, but not limited to, home office overhead and other ongoing costs. Damages caused by unreasonable City delay, including delays caused by items that are the responsibility of the City pursuant to Government Code section 4215, shall be based on actual costs only, no proportions or formulas shall be used to calculate any delay damages.

ARTICLE 42. COST BREAKDOWN AND PERIODIC ESTIMATES

Contractor shall furnish on forms Approved by the City:

- A. Within ten (10) Days of Notice to Proceed with the Contract, a detailed estimate giving a complete breakdown of the Contract price, if the Contract amount is a lump sum.
- B. A monthly itemized estimate of Work done for the purpose of making progress payments. In order for the City to consider and evaluate each progress payment application, the Contractor shall submit a detailed measurement of Work performed and a progress estimate of the value thereof before the tenth (10th) Day of the following month.
- C. Contractor shall submit, with each of its payment requests, an adjusted list of actual quantities, verified by the Engineer, for unit price items listed, if any, in the Bid Form.
- D. Following the City's Acceptance of the Work, the Contractor shall submit to the City a written statement of the final quantities of unit price items for inclusion in the final payment request.
- E. The City shall have the right to adjust any estimate of quantity and to subsequently correct any error made in any estimate for payment.

Contractor shall certify under penalty of perjury, that all cost breakdowns and periodic estimates accurately reflect the Work on the Project.

ARTICLE 43. PROGRESS ESTIMATES AND PAYMENT

- A. By the tenth (10th) Day of the following calendar month, Contractor shall submit to Engineer a payment request which shall set forth in detail the value of the Work done for the period beginning with the date work was first commenced and ending on the end of the calendar month for which the payment request is prepared. Contractor shall include any amount earned for authorized extra work. From the total thus computed, a deduction shall be made in the amount of five percent (5%) for retention, except where the City has adopted a finding that the Work done under the Contract is

substantially complex, and then the amount withheld as retention shall be the percentage specified in the Notice Inviting Bids. From the remainder a further deduction may be made in accordance with Section B below. The amount computed, less the amount withheld for retention and any amounts withheld as set forth below, shall be the amount of the Contractor's payment request.

- B. The City may withhold a sufficient amount or amounts of any payment or payments otherwise due to Contractor, as in his judgment may be necessary to cover:
1. Payments which may be past due and payable for just claims against Contractor or any subcontractors for labor or materials furnished in and about the performance of work on the Project under this Contract.
 2. Defective work not remedied.
 3. Failure of Contractor to make proper payments to his subcontractor or for material or labor.
 4. Completion of the Contract if there is a reasonable doubt that the Work can be completed for balance then unpaid.
 5. Damage to another contractor or a third party.
 6. Amounts which may be due the City for claims against Contractor.
 7. Failure of Contractor to keep the record ("as-built") drawings up to date.
 8. Failure to provide update on construction schedule as required herein.
 9. Site cleanup.
 10. Failure to comply with Contract Documents.
 11. Liquidated damages.
 12. Legally permitted penalties.
- C. The City may apply such withheld amount or amounts to payment of such claims or obligations at its discretion with the exception of subsections (B)(1), (3), and (5) of this Article, which must be retained or applied in accordance with applicable law. In so doing, the City shall be deemed the agent of Contractor and any payment so made by the City shall be considered as a payment made under contract by the City to Contractor and the City shall not be liable to Contractor for such payments made in good faith. Such payments may be made without prior judicial determination of claim or obligations. The City will render Contractor a proper accounting of such funds disbursed on behalf of Contractor.
- D. Upon receipt, the Engineer shall review the payment request to determine whether it is undisputed and suitable for payment. If the payment request is determined to be unsuitable for payment, it shall be returned to Contractor as soon as practicable but not later than seven (7) Days after receipt, accompanied by a document setting forth

in writing the reasons why the payment request is not proper. The City shall make the progress payment within 30 calendar days after the receipt of an undisputed and properly submitted payment request from Contractor, provided that a release of liens and claims has been received from the Contractor pursuant to Civil Code section 8132. The number of days available to the City to make a payment without incurring interest pursuant to this paragraph shall be reduced by the number of days by which the Engineer exceeds the seven (7) Day requirement.

- E. A payment request shall be considered properly executed if funds are available for payment of the payment request and payment is not delayed due to an audit inquiry by the financial officer of the City.

ARTICLE 44. SECURITIES FOR MONEY WITHHELD

Pursuant to section 22300 of the Public Contract Code of the State of California, Contractor may request the City to make retention payments directly to an escrow agent or may substitute securities for any money withheld by the City to ensure performance under the contract. At the request and expense of Contractor, securities equivalent to the amount withheld shall be deposited with the City or with a state or federally chartered bank as the escrow agent who shall return such securities to Contractor upon satisfactory completion of the contract. Deposit of securities with an escrow agent shall be subject to a written agreement substantially in the form provided in section 22300 of the Public Contract Code.

ARTICLE 45. CHANGES AND EXTRA WORK.

A. Contract Change Orders.

1. The City, without invalidating the Contract, may order changes in the Work consisting of additions, deletions or other revisions, and the Contract Price and Contract Time shall be adjusted accordingly. Except as otherwise provided herein, all such changes in the Work shall be authorized by Change Order, and shall be performed under the applicable conditions of the Contract Documents. A Change Order signed by the Contractor indicates the Contractor's agreement therewith, including any adjustment in the Contract Price or the Contract Time, and the full and final settlement of all costs (direct, indirect and overhead) related to the Work authorized by the Change Order.
2. Contractor shall promptly execute changes in the Work as directed in writing by the City even when the parties have not reached agreement on whether the change increases the scope of Work or affects the Contract Price or Contract Time. All claims for additional compensation to the Contractor shall be presented in writing. No claim will be considered after the Work in question has been done unless a written Change Order has been issued or a timely written notice of claim has been made by Contractor.
3. Whenever any change is made as provided for herein, such change shall be considered and treated as though originally included in the Contract, and shall be subject to all terms, conditions, and provisions of the original Contract.

4. Contractor shall not be entitled to claim or bring suit for damages, whether for loss of profits or otherwise, on account of any decrease or omission of any item or portion of Work to be done.
5. No dispute, disagreement, or failure of the parties to reach agreement on the terms of the Change Order shall relieve the Contractor from the obligation to proceed with performance of the work, including Additional Work, promptly and expeditiously.
6. Contractor shall make available to the City any of the Contractor's documents related to the Project immediately upon request of the City, as set forth in Article 52.
7. Any alterations, extensions of time, Additional Work, or any other changes may be made without securing consent of the Contractor's surety or sureties.

B. Contract Price Change.

1. Process for Determining Adjustments in Contract Price.

- a. Owner Initiated Change. The Contractor must submit a complete cost proposal, including any change in the Contract Price or Contract Time, within seven (7) Days after receipt of a scope of a proposed change order initiated by the City, unless the City requests that proposals be submitted in less than seven (7) Days.
- b. Contractor Initiated Change. The Contractor must give written notice of a proposed change order required for compliance with the Contract Documents within seven (7) Days of discovery of the facts giving rise to the proposed change order.
- c. Whenever possible, any changes to the Contract amount shall be in a lump sum mutually agreed to by the Contractor and the City.
- d. Price quotations from the Contractor shall be accompanied by sufficiently detailed supporting documentation to permit verification by the City, including but not limited to estimates and quotations from subcontractors or material suppliers, as the City may reasonably request. Contractor shall certify the accuracy of all Change Order Requests under penalty of perjury.
- e. If the Contractor fails to submit a complete cost proposal within the seven (7) Day period (or as requested), the City has the right to order the Contractor in writing to commence the Work immediately on a time and materials basis and/or issue a lump sum change to the Contract Price and/or Contract Time in accordance with the City's estimate. If the change is issued based on the City's estimate, the Contractor will waive its right to dispute the action unless within fifteen (15) Days following completion of the added/deleted work, the Contractor presents written proof that the City's estimate was in error.

2. Unit Price Change Orders.

- a. When the actual quantity of a Unit Price item varies from the Bid Form, compensation for the change in quantity will be calculated by multiplying the actual quantity by the Unit Price. This calculation may result in either an additive or deductive Final Change Order pursuant to the Contract Documents.
 - b. No Mark up for Overhead and Profit. Because the Contract Unit Prices provided in the Bid Form include Overhead and Profit as determined by Contractor at the time of Bid submission, no mark up or deduction for Overhead and Profit will be included in Unit Price Change Orders.
 - c. Bid items included on the Bid Form may be deducted from the Work in their entirety without any negotiated extra costs.
 - d. Contractor acknowledges that unit quantities are estimates and agrees that the estimated unit quantities listed on the Bid Form will be adjusted to reflect the actual unit quantities which may result in an adjustment to the Contract Unit Prices. Such an adjustment will be made by execution of a final additive or deductive Change Order following Contractor's completion of the Work. Upon notification, Contractor's failure to respond within seven (7) Days will result in City's issuance of a unit quantity adjustment to the Contract Unit Prices and/or Contract Time in accordance with the Contract Documents.
 - e. The City or Contractor may make a Claim for an adjustment in the Unit Price in accordance with the Contract Documents if:
 - i. the quantity of any item of Unit Price Work performed by Contractor differs by twenty-five percent (25%) or more from the estimated quantity of such item indicated in the Contract; and
 - ii. there is no corresponding adjustment with respect to any other item of Work; and
 - iii. Contractor believes that Contractor is entitled to an increase in Unit Price as a result of having incurred additional expense or the City believes that the City is entitled to a decrease in Unit Price and the parties are unable to agree as to the amount of any such increase or decrease..
3. Lump Sum Change Orders. Contractor shall incorporate the provisions of this Section into all agreements with Subcontractors. Compensation for Lump Sum Change Orders shall be limited to expenditures necessitated specifically by the Additional Work, and shall be according to the following:
- a. Overview. The Contractor will submit a properly itemized Lump Sum Change Order Proposal covering the Additional Work and/or the work to be deleted. This proposal will be itemized for the various components of the Additional Work and segregated by labor, material, and equipment in a detailed format satisfactory to the City. The City will require itemized change orders on all change order proposals from the Contractor, subcontractors, and sub-subcontractors regardless of tier. Details to be submitted will include detailed line item estimates showing detailed materials quantity take-offs, material

prices by item and related labor hour pricing information and extensions (by line item or by drawing as applicable).

- b. Labor. The costs of labor will be the actual cost for wages prevailing locally for each craft or type of worker at the time the Additional Work is done, plus employer payments of payroll taxes and insurance, health and welfare, pension, vacation, apprenticeship funds, and other direct costs resulting from Federal, State or local laws, as well as assessment or benefits required by lawful collective bargaining agreements. The use of a labor classification which would increase the Additional Work cost will not be permitted unless the Contractor establishes the necessity for such new classifications. Labor costs for equipment operators and helpers shall be reported only when such costs are not included in the invoice for equipment rental.

Estimated labor hours must only include hours for those workmen and working foremen directly involved in performing the change order work. Supervision above the level of working foremen (such as general foremen, superintendent, project manager, etc.) is considered to be included in the markup percentages as outlined below. Note that no separate allowances for warranty expense will be allowed as a direct cost of a change order. Costs attributed to warranty expenses will be considered to be covered by the markup.

- c. Labor Burden. Labor burden allowable in change orders shall be defined as employer's net actual cost of payroll taxes (FICA, Medicare, SUTA, FUTA), net actual cost for employer's cost of union benefits (or other usual and customary fringe benefits if the employees are not union employees), and net actual cost to employer for worker's compensation insurance taking into consideration adjustments for experience modifiers, premium discounts, dividends, rebates, expense constants, assigned risk pool costs, net cost reductions due to policies with deductibles for self-insured losses, assigned risk rebates, etc. Contractor shall reduce their standard payroll tax percentages to properly reflect the effective cost reduction due to the estimated impact of the annual maximum wages subject to payroll taxes. An estimated percentage for labor burden may be used for pricing change orders. However, the percentage used for labor burden to price change orders will be examined at the conclusion of the Project and an adjustment to the approved change orders will be processed if it is determined that the actual labor burden percentage should have been more or less than the estimated percentage used.
- d. Materials. The cost of materials reported shall be at invoice or lowest current price at which such materials are locally available in the quantities involved, plus sales tax, freight, and delivery. Materials costs shall be based upon supplier or manufacturer's invoice. If invoices or other satisfactory evidence of cost are not furnished within fifteen (15) Days of delivery, then the City shall determine the materials cost, at its sole discretion. Estimated material change order costs shall reflect the Contractor's reasonably anticipated net actual cost for the purchase of the material needed for the change order work. Estimated material costs shall reflect cost reductions available to the Contractor due to "non-cash" discounts, trade discounts, free material credits, and/or volume rebates. "Cash" discounts (i.e., prompt payment discounts of 2% or less)

available on material purchased for change order work shall be credited to the City if the Contractor is provided the City funds in time for Contractor to take advantage of any such "cash" discounts. The portion of any "cash" discounts greater than 2% will not be considered "non-cash" discount for purposes of this provision. Price quotations from material suppliers must be itemized with unit prices for each specific item to be purchased. "Lot pricing" quotations will not be considered sufficient substantiating detail.

- e. Tool and Equipment Use. Costs for the use of small tools, which are tools that have a replacement value of \$1,000 or less, shall be considered included in the Overhead and Profit mark-ups established below. Allowable change order estimated costs may include appropriate amounts for rental of major equipment specifically needed to perform the change order work (defined as tools and equipment with an individual purchase cost of more than \$750). For Contractor owned equipment, the "bare" equipment rental rates allowed to be used for pricing change order proposals shall be 75% of the monthly rate listed in the most current publication of The AED Green Book divided by 176 to arrive at a maximum hourly rate to be applied to the hours the equipment is used performing the change order work. Further, for Contractor owned equipment, the aggregate equipment rent charges for any single piece of equipment used in all change order work shall be limited to 50% of the fair market value of the piece of equipment when the first change order is priced involving usage of the piece of equipment. Fuel necessary to operate the equipment will be considered as a separate direct cost associated with the change order work.
- f. Maximum Markup Percentage Allowable on Self-Performed Work. With respect to pricing change orders, the maximum markup percentage to be paid to any Contractor or subcontractor (regardless of tier) on self-performed work shall be a single markup percentage not-to-exceed fifteen percent (15%) of the net direct cost of (1) direct labor and allowable labor burden costs applicable to the change in the Work; (2) the net cost of material and installed equipment incorporated into the change in the Work, and (3) net rental cost of major equipment and related fuel costs necessary to complete the change in the Work. The markup computed using the above formula shall be considered to be allocated 2/3 to cover applicable overhead costs directly attributable to the field overhead costs related to processing, supervising and performing, the change order work, and the remaining 1/3 to cover home office overhead costs and profit
- g. Maximum Markup Percentages Allowable on Work Performed by Lower Tier Subcontractors. With respect to pricing the portion of change order proposals involving Work performed by lower tier contractors, the maximum markup percentage allowable to the Contractor or subcontractor supervising the lower tier subcontractor's work shall not exceed five percent (5%) of the net of all approved change order work performed by all subcontractors combined for any particular change order proposal. The markup computed using the above formula shall be considered to be allocated 2/3 to cover applicable overhead costs directly attributable to the field overhead costs related to processing, supervising and performing the change order work, and the remaining 1/3 to cover home office overhead costs and profit.

- h. No Markup on Bonds and Liability Insurance Costs. Change order cost adjustments due to increases or decreases in bond or insurance costs (if applicable) shall not be subject to any markup.
 - i. Direct and Indirect Costs Covered by Markup Percentages. As a further clarification, the agreed upon markup percentage set forth above is intended to cover the Contractor's profit and all indirect costs associated with the change order work. Items intended to be covered by the markup percentage include, but are not limited to: home office expenses, branch office and field office overhead expense of any kind, project management, superintendents, general foremen, estimating, engineering, coordinating, expediting, purchasing, detailing, legal, accounting, data processing or other administrative expenses, shop drawings, permits, auto insurance and umbrella insurance, pick-up truck costs, and warranty expense costs. The cost for the use of small tools is also to be considered covered by the markup percentage established above. Small tools shall be defined as tools and equipment (power or non-power) with an individual purchase cost of less than \$750.
 - j. Deduct Change Orders and Net Deduct Changes. The application of the markup percentages referenced above will apply to both additive and deductive change orders. In the case of a deductive change order, the credit will be computed by applying the sliding scale percentages as outlined above so that a deductive change order would be computed in the same manner as an additive change order. In those instances where a change involves both additive and deductive work, the additions and deductions will be netted and the markup percentage adjustments will be applied to the net amount.
 - k. Contingency. In no event will any lump sum or percentage amounts for "contingency" be allowed to be added as a separate line item in change order estimates. Unknowns attributable to labor hours will be accounted for when estimating labor hours anticipated performing the work. Unknowns attributable to material scrap and waste will be estimated as part of material costs.
 - l. Insurance and Bonds. In the event the Contractor has been required to furnish insurance and/or bonds as part of the base contract price, a final contract change order will be processed to account for the Contractor's net increase or decrease in insurance costs and/or bond premium costs associated with change orders to Contractor's base Contract Price.
4. Time and Materials Change Orders.
- a. General. The term Time and Materials means the sum of all costs reasonably and necessarily incurred and paid by Contractor for labor, materials, and equipment in the proper performance of Additional Work. Except as otherwise may be agreed to in writing by the City, such costs shall be in amounts no higher than those prevailing in the locality of the Project, and shall include only the following items.
 - b. Timely and Final Documentation.

- i. T&M Daily Sheets. Contractor must submit timesheets, materials invoices, records of equipment hours, and records of rental equipment hours to the City's Representative for an approval signature **each day** Additional Work is performed. Failure to get the City's Representative's approval signature each Day shall result in a waiver of Contractor's right to claim these costs. The City's Representative's signature on time sheets only serves as verification that the Work was performed and is not indicative of City's agreement to Contractor's entitlement to the cost.
 - ii. T&M Daily Summary Sheets. All documentation of incurred costs ("T&M Daily Summary Sheets") shall be submitted by Contractor within **three (3) Days** of incurring the cost for labor, material, equipment, and special services as Additional Work is performed. Contractor's actual costs shall be presented in a summary table in an electronic spreadsheet file by labor, material, equipment, and special services. Each T&M Daily Summary Sheet shall include Contractor's actual costs incurred for the Additional Work performed that day and a cumulative total of Contractor's actual costs incurred for the Additional Work. Contractor's failure to provide a T&M Daily Summary Sheet showing a total cost summary within three (3) Days but within five (5) Days of performance of the Work will result in the Contractor's otherwise allowable overhead and profit being reduced by 50% for that portion of Additional Work which was not documented in a timely manner. Contractor's failure to submit the T&M Daily Summary Sheet within five (5) Days of performance of the Work will result in a total waiver of Contractor's right to claim these costs.
 - iii. T&M Total Cost Summary Sheet. Contractor shall submit a T&M Total Cost Summary Sheet, which shall include total actual costs, within **seven (7) Days** following completion of City approved Additional Work. Contractor's total actual cost shall be presented in a summary table in an electronic spreadsheet file by labor, material, equipment, and special services. Contractor's failure to submit the T&M Total Cost Summary Sheet within seven (7) Days of completion of the Additional Work will result in Contractor's waiver for any reimbursement of any costs associated with the T&M Summary Sheets or the performance of the Additional Work.
- c. Labor. The Contractor will be paid the cost of labor for the workers used in the actual and direct performance of the Work. The cost of labor will be the sum of the actual wages paid (which shall include any employer payments to or on behalf of the workers for health and welfare, pension, vacation, and similar purposes) substantiated by timesheets and certified payroll for wages prevailing for each craft or type of workers performing the Additional Work at the time the Additional Work is done, and the labor surcharge set forth in the Department of Transportation publication entitled *Labor Surcharge and Equipment Rental Rates*, which is in effect on the date upon which the Work is accomplished and which is a part of the Contract. The labor surcharge shall constitute full compensation for all payments imposed by Federal, State, or local laws and for all other payments made to, or on behalf of, the workers, other than actual wages.

- i. Equipment Operator Exception. Labor costs for equipment operators and helpers shall be paid only when such costs are not included in the invoice for equipment rental.
 - ii. Foreman Exception. The labor costs for foremen shall be proportioned to all of their assigned work and only that applicable to the Additional Work shall be paid. Indirect labor costs, including, without limitation, the superintendent, project manager, and other labor identified in the Contract Documents will be considered Overhead.
- d. Materials. The cost of materials reported shall be itemized at invoice or lowest current price at which materials are locally available and delivered to the Project site in the quantities involved, plus the cost of sales tax, freight, delivery, and storage.
- i. Trade discounts available to the purchaser shall be credited to the City notwithstanding the fact that such discounts may not have been taken by Contractor.
 - ii. For materials secured by other than a direct purchase and direct billing to the purchaser, the cost shall be deemed to be the price paid to the actual supplier as determined by the City's Representative.
 - iii. Payment for materials from sources owned wholly or in part by the purchaser shall not exceed the price paid by the purchaser for similar materials from said sources on Additional Work items or the current wholesale price for such materials delivered to the Project site, whichever price is lower.
 - iv. If, in the opinion of the City's Representative, the cost of materials is excessive, or Contractor does not furnish satisfactory evidence of the cost of such materials, then the cost shall be deemed to be the lowest current wholesale price for the total quantity concerned delivered to the Project site less trade discounts.
 - v. The City reserves the right to furnish materials for the Additional Work and no Claim shall be allowed by Contractor for costs of such materials or Indirect Costs or profit on City furnished materials.
- e. Equipment.
- i. Rental Time. The rental time to be paid for equipment on the Project site shall be the time the equipment is in productive operation on the Additional Work being performed and, in addition, shall include the time required to move the equipment to the location of the Additional Work and return it to the original location or to another location requiring no more time than that required to return it to its original location; except that moving time will not be paid if the equipment is used on other than the Additional Work, even though located at the site of the Additional Work.

- (a) Rental Time Not Allowed. Rental time will not be allowed while equipment is inoperative due to breakdowns.
- (b) Computation Method. The following shall be used in computing the rental time of equipment on the Project site.
 - (i) When hourly rates are paid, any part of an hour less than 30 minutes of operation shall be considered to be 1/2-hour of operation, and any part of an hour in excess of 30 minutes will be considered one hour of operation.
 - (ii) When daily rates are paid, any part of a day less than 4 hours operation shall be considered to be 1/2-day of operation, and any part of an hour in excess of 4 hours will be considered one day of operation.
- ii. Rental Rates. Contractor will be paid for the use of equipment at the lesser of (i) the actual rental rate, or (ii) the rental rate listed for that equipment in the California Department of Transportation publication entitled *Labor Surcharge and Equipment Rental Rates*, which is in effect on the date upon which the Contract was executed. Such rental rates will be used to compute payments for equipment whether the equipment is under Contractor's control through direct ownership, leasing, renting, or another method of acquisition. The rental rate to be applied for use of each item of equipment shall be the rate (i.e., daily, monthly) resulting in the least total cost to the City for the total period of use. If it is deemed necessary by Contractor to use equipment not listed in the publication, an equitable rental rate for the equipment will be established by the City's Representative. Contractor may furnish cost data which might assist the City's Representative in the establishment of the rental rate.
- iii. Contractor-Owned Equipment.
 - (a) For Contractor-owned equipment, the allowed equipment rental rate will be limited to the monthly equipment rental rate using a utilization rate of 173 hours per month.
 - (b) For Contractor-owned equipment, the rental time to be paid for equipment on the Site shall be the time the equipment is in productive operation, unless, in the instance of standby time, the equipment could be actively used by Contractor on another project, then City shall pay for the entirety of the time the equipment is on Site. It shall be Contractor's burden to demonstrate to the City that the equipment could be actively used on another project.
- iv. All equipment shall, in the opinion of the City's Representative, be in good working condition and suitable for the purpose for which the equipment is to be used.
- v. Before construction equipment is used on the Additional Work, Contractor shall plainly stencil or stamp an identifying number thereon at a

conspicuous location, and shall furnish to the City's Representative, in duplicate, a description of the equipment and its identifying number and the scheduled Additional Work activities planned.

- vi. Unless otherwise specified, manufacturer's rating and manufacturer approved modifications shall be used to classify equipment for the determination of applicable rental rates. Equipment which has no direct power unit shall be powered by a unit of at least the minimum rating recommended by the manufacturer.
- f. Special Services. Special work or services are defined as that Additional Work characterized by extraordinary complexity, sophistication, or innovation or a combination of the foregoing attributes which are unique to the construction industry.
 - i. Invoices for Special Services. When the City's Representative and Contractor determine that a special service is required which cannot be performed by the forces of Contractor or those of any of its Subcontractors, the special service may be performed by an entity especially skilled in the Additional Work. Invoices for special services based upon the current fair market value thereof may be accepted without complete itemization of labor, material, and equipment rental costs, after validation of market values by the City's Representative.
 - ii. Discount and Allowance. All invoices for special services will be adjusted by deducting all trade discounts offered or available, whether the discounts were taken or not. In lieu of Overhead and Profit specified herein, a total allowance not to exceed fifteen percent (15%) for Overhead and Profit will be added to invoices for Special Services.
 - iii. When the City determines, in its sole discretion, that competitive bidding is necessary for certain special services, Contractor shall solicit competitive bids for those special services.
- g. Excluded Costs. The term Time and Material shall not include any of the following costs or any other home or field office overhead costs, all of which are to be considered administrative costs covered by Contractor's allowance for Overhead and Profit.
 - i. Overhead Cost. Payroll costs and other compensation of Contractor's officers, executives, principals, general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, timekeepers, clerks, and other personnel employed by Contractor whether at the Site or in Contractor's principal office or any branch office, material yard, or shop for general administration of the Additional Work;
 - ii. Office Expenses. Expenses of Contractor's principal and branch offices;
 - iii. Capital Expenses. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Additional Work and charges against Contractor for delinquent payments;

- iv. Negligence. Costs due to the negligence of Contractor or any Subcontractor or Supplier, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including without limitation the correction of Defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property;
 - v. Other. Other overhead or general expense costs of any kind and the cost of any item not specifically and expressly included in the Contract Documents;
 - vi. Small Tools. Cost of small tools valued at less than \$1,000 and that remain the property of Contractor;
 - vii. Administrative Costs. Costs associated with the preparation of Change Orders (whether or not ultimately authorized), cost estimates, or the preparation or filing of Claims;
 - viii. Anticipated Lost Profits. Expenses of Contractor associated with anticipated lost profits or lost revenues, lost income or earnings, lost interest on earnings, or unpaid retention;
 - ix. Home Office Overhead. Costs derived from the computation of a "home office overhead" rate by application of the *Eichleay, Allegheny*, burden fluctuation, or other similar methods;
 - x. Special Consultants and Attorneys. Costs of special consultants or attorneys, whether or not in the direct employ of Contractor, employed for services specifically related to the resolution of a Claim, dispute, or other matter arising out of or relating to the performance of the Additional Work.
- h. Overhead, Profit and Other Charges. The mark-up for overhead (including supervision) and profit on work added to the Contract shall be according to the following:
- i. "Net Cost" is defined as consisting of costs of labor, materials, and tools and equipment only excluding overhead and profit. The costs of applicable insurance and bond premium will be reimbursed to the Contractor and subcontractors at cost only, without mark-up. Contractor shall provide City with documentation of the costs, including, but not limited to, payroll records, invoices, and such other information as City may reasonably request.
 - ii. For Work performed by the Contractor's forces, the added cost for overhead and profit shall not exceed fifteen percent (15%) of the Net Cost of the Work.
 - iii. For Work performed by a subcontractor, the added cost for overhead and profit shall not exceed fifteen percent (15%) of the subcontractor's Net Cost of the Work to which the Contractor may add five percent (5%) of the subcontractor's Net Cost.

- iv. For Work performed by a sub-subcontractor, the added cost for overhead and profit shall not exceed fifteen percent (15%) of the sub-subcontractor's Net Cost for Work to which the subcontractor and general contractor may each add an additional five percent (5%) of the Net Cost of the lower tier subcontractor.
 - v. No additional mark-up will be allowed for lower tier subcontractors, and in no case shall the added cost for overhead and profit payable by City exceed twenty-five percent (25%) of the Net Cost as defined herein, of the party that performs the Work.
5. All of the following costs are included in the markups for overhead and profit described above, and Contractor shall not receive any additional compensation for: Submittals, drawings, field drawings, Shop Drawings, including submissions of drawings; field inspection; General Superintendence; General administration and preparation of cost proposals, schedule analysis, Change Orders, and other supporting documentation; computer services; reproduction services; Salaries of project engineer, superintendent, timekeeper, storekeeper, and secretaries; Janitorial services; Small tools, incidentals and consumables; Temporary On-Site facilities (Offices, Telephones, High Speed Internet Access, Plumbing, Electrical Power, Lighting; Platforms, Fencing, Water), Jobsite and Home office overhead or other expenses; vehicles and fuel used for work otherwise included in the Contract Documents; Surveying; Estimating; Protection of Work; Handling and disposal fees; Final Cleanup; Other Incidental Work; Related Warranties; insurance and bond premiums.
6. For added or deducted Work by subcontractors, the Contractor shall furnish to the City the subcontractor's signed detailed record of the cost of labor, material and equipment, including the subcontractor markup for overhead and profit. The same requirement shall apply to sub-subcontractors
7. For added or deducted work furnished by a vendor or supplier, the Contractor shall furnish to the City a detailed record of the cost to the Contractor, signed by such vendor or supplier.
8. Any change in the Work involving both additions and deletions shall indicate a net total cost, including subcontracts and materials. Allowance for overhead and profit, as specified herein, shall be applied if the net total cost is an increase in the Contract Price; overhead and profit allowances shall not be applied if the net total cost is a deduction to the Contract Price. The estimated cost of deductions shall be based on labor and material prices on the date the Contract was executed.
9. Contractor shall not reserve a right to assert impact costs, extended job site costs, extended overhead, constructive acceleration and/or actual acceleration beyond what is stated in the Change Order for Work. No claims shall be allowed for impact, extended overhead costs, constructive acceleration and/or actual acceleration due to a multiplicity of changes and/or clarifications. The Contractor may not change or modify the City's change order form in an attempt to reserve additional rights.
10. If the City disagrees with the proposal submitted by Contractor, it will notify the Contractor and the City will provide its opinion of the appropriate price and/or time

extension. If the Contractor agrees with the City, a Change Order will be issued by the City. If no agreement can be reached, the City shall have the right to issue a unilateral Change Order setting forth its determination of the reasonable additions or savings in costs and time attributable to the extra or deleted work. Such determination shall become final and binding if the Contractor fails to submit a claim in writing to the City within fifteen (15) Days of the issuance of the unilateral Change Order, disputing the terms of the unilateral Change Order, and providing such supporting documentation for its position as the City may require.

C. Change of Contract Times.

1. The Contract Times may only be changed by a Change Order.
2. All changes in the Contract Price and/or adjustments to the Contract Times related to each change shall be included in Contractor's COR pursuant to this Article. No cost or time will be allowed for cumulative effects of multiple changes. All Change Orders must state that the Contract Time is not changed or is either increased or decreased by a specific number of days. Failure to include a change to time shall waive any change to the time unless the parties mutually agree in writing to postpone a determination of the change to time resulting from the Change Order.
3. Notice of the amount of the request for adjustment in the Contract Times with supporting data shall be delivered within seven (7) Days after such start of occurrence, unless City's Representative allows an additional period of time to ascertain more accurate data in support of the request. No extension of time or additional compensation shall be given for a delay if the Contractor failed to give notice in the manner and within the time prescribed.
4. City may elect, at City's sole discretion, to grant an extension in Contract Times, without Contractor's request, because of delays or other factors.
5. Use of Float and Critical Path.
 - a. Float is for the benefit of the Project. Float shall not be considered for the exclusive use or benefit of either the City or the Contractor.
 - b. Contractor shall not be entitled to compensation, and City will not compensate Contractor, for delays which impact early completion. Any difference in time between the Contractor's early completion and the Contract Time shall be considered a part of the Project float.
6. Contractor's entitlement to an extension of the Contract Times is limited to a City-caused extension of the critical path, reduced by the Contractor's concurrent delays, and established by a proper time impact analysis. No time extension shall be allowed unless, and then only to the extent that, the City-caused delay extends the critical path beyond the previously approved Contract Time. If approved, the increase in time required to complete the Work shall be added to the Contract Time.
 - a. Contractor shall not be entitled to an adjustment in the Contract Price or Contract Times for delays within the control of Contractor. Delays attributable

to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of Contractor.

- b. If Contractor is delayed in the performance or progress of the Work by fire, flood, epidemic, pandemic, abnormal weather conditions (as determined by the City), Acts of God, acts or failures to act of utility owners not under the control of City, or other causes not the fault of and beyond control of City and Contractor, then Contractor shall be entitled to an time extension when the Work stopped is on the critical path. Such a non-compensable adjustment shall be Contractor's sole and exclusive remedy for such delays. Contractor must submit a timely request in accordance with the requirements of this Article.
 - c. Utility-Related Delays.
 - i. Contractor shall immediately notify in writing the utility owner and City's Representative of its construction schedule and any subsequent changes in the construction schedule which will affect the time available for protection, removal, or relocation of utilities. Requests for extensions of time arising out of utility relocation or repair delays shall be filed in accordance with this Article.
 - ii. Contractor shall not be entitled to damages or additional payment for delays attributable to utility relocations or alterations if correctly located, as noted in the Contract Documents or by the Underground Service Alert survey.
7. Content for Requests for Contract Extension. Contractor's justification for entitlement shall be clear and complete citing specific Contract Document references and reasons on which Contractor's entitlement is based. At a minimum, each request for a time extension must include:
- a. Each request for an extension of Contract Time must identify the impacting event, in narrative form, providing a description of the delay event and sufficient justification as to why the Contractor is entitled to a time extension. Contractor must demonstrate that the delay arises from unforeseeable causes beyond the control and without the fault or negligence of both Contractor and any Subcontractors or Suppliers, or any other persons or organizations employed by any of them or for whose acts any of them may be liable, and that such causes in fact lead to performance or completion of the Work, or specified part in question, beyond the corresponding Contract Times, despite Contractor's reasonable and diligent actions to guard against those effects.
 - b. Each request for an extension of Contract Time must include a time impact analysis in CPM format, using the Contemporaneous Impacted As-Planned Schedule Analysis to calculate the impact of the delay event.
8. No Damages for Reasonable Delay.
- a. City's liability to Contractor for delays for which City is responsible shall be limited to only an extension of time unless such delays were unreasonable

under the circumstances. In no case shall City be liable for any costs which are borne by the Contractor in the regular course of business, including, but not limited to, home office overhead and other ongoing costs.

- b. Damages caused by unreasonable City delay that impact the critical path, including delays caused by items that are the responsibility of the City pursuant to Government Code section 4215, shall be compensated at the Daily Rate established in the Special Conditions. No other calculations, proportions or formulas shall be used to calculate any delay damages.
 - c. City and City's Representative, and the officers, members, partners, employees, agents, consultants, or subcontractors of each of them, shall not be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.
9. Contractor's failure, neglect, or refusal to comply with the requirements of the Contract Documents, or any portion thereof, shall bar Contractor's request for extensions of the Contract Times. Such failure, neglect, or refusal prejudices City's and City's Representative's ability to recognize and mitigate delay, and such failure, neglect, or refusal prevent the timely analysis of requests for extensions of Contract Times, and whether such extensions may be warranted. Contractor hereby waives all rights to extensions of Contract Times due to delays or accelerations that result from or occur during periods of time for which Contractor fails, neglects, or refuses to fully comply with the requirements of this Article.

ARTICLE 46. FINAL ACCEPTANCE AND PAYMENT

- A. The acceptance of the Work on behalf of the City will be made by the Engineer. Such acceptance by the City shall not constitute a waiver of defects. When the Work has been accepted there shall be paid to Contractor a sum equal to the contract price less any amounts previously paid Contractor and less any amounts withheld by the City from Contractor under the terms of the contract. The final five percent (5%), or the percentage specified in the notice inviting bids where the City has adopted a finding of substantially complete, shall not become due and payable until five (5) calendar days shall have elapsed after the expiration of the period within which all claims may be filed under the provisions of Civil Code section 9356. If the Contractor has placed securities with the City as described herein, the Contractor shall be paid a sum equal to one hundred percent (100%) of the contract price less any amounts due the City under the terms of the Contract.
- B. Unless Contractor advises the City in writing prior to acceptance of the final five percent (5%) or the percentage specified in the notice inviting bids where the City has adopted a finding of substantially complete, or the return of securities held as described herein, said acceptance shall operate as a release to the City of all claims and all liability to Contractor for all things done or furnished in connection with this work and for every act of negligence of the City and for all other claims relating to or arising out of this work. If Contractor advises the City in writing prior to acceptance of final payment or return of the securities that there is a dispute regarding the amount due

the Contractor, the City may pay the undisputed amount contingent upon the Contractor furnishing a release of all undisputed claims against the City with the disputed claims in stated amounts being specifically excluded by Contractor from the operation of the release. No payments, however, final or otherwise, shall operate to release Contractor or its sureties from the Faithful Performance Bond, Labor and Material Payment Bond, or from any other obligation under this contract.

- C. In case of suspension of the contract any unpaid balance shall be and become the sole and absolute property of the City to the extent necessary to repay the City any excess in the cost of the Work above the contract price.
- D. Final payment shall be made no later than 60 days after the date of acceptance of the Work by the City or the date of occupation, beneficial use and enjoyment of the Work by the City including any operation only for testing, start-up or commissioning accompanied by cessation of labor on the Work, provided that a release of liens and claims has been received from the Contractor pursuant to Civil Code section 8136. In the event of a dispute between the City and the Contractor, the City may withhold from the final payment an amount not to exceed 150% of the disputed amount.
- E. Within ten (10) calendar days from the time that all or any portion of the retention proceeds are received by Contractor, Contractor shall pay each of its subcontractors from whom retention has been withheld each subcontractor's share of the retention received. However, if a retention payment received by Contractor is specifically designated for a particular subcontractor, payment of the retention shall be made to the designated subcontractor if the payment is consistent with the terms of the subcontract.

ARTICLE 47. OCCUPANCY

The City reserves the right to occupy or utilize any portion of the Work at any time before completion, and such occupancy or use shall not constitute acceptance of any part of Work covered by this Contract. This use shall not relieve the Contractor of its responsibilities under the Contract.

ARTICLE 48. INDEMNIFICATION

To the fullest extent permitted by law, Contractor shall immediately defend (with counsel of the City's choosing), indemnify and hold harmless the City, officials, officers, agents, employees, and representatives, and each of them from and against:

- A. Any and all claims, demands, causes of action, costs, expenses, injuries, losses or liabilities, in law or in equity, of every kind or nature whatsoever, but not limited to, injury to or death, including wrongful death, of any person, and damages to or destruction of property of any person, arising out of, related to, or in any manner directly or indirectly connected with the Work or this Contract, including claims made by subcontractors for nonpayment, including without limitation the payment of all consequential damages and attorney's fees and other related costs and expenses, however caused, regardless of whether the allegations are false, fraudulent, or groundless, and regardless of any negligence of the City or its officers, employees, or authorized volunteers (including passive negligence), except the sole negligence or

- willful misconduct or active negligence of the City or its officials, officers, employees, or authorized volunteers.
- B. Contractor's defense and indemnity obligation herein includes, but is not limited to damages, fines, penalties, attorney's fees and costs arising from claims under the Americans with Disabilities Act (ADA) or other federal or state disability access or discrimination laws arising from Contractor's Work during the course of construction of the improvements or after the Work is complete, as the result of defects or negligence in Contractor's construction of the improvements.
 - C. Any and all actions, proceedings, damages, costs, expenses, fines, penalties or liabilities, in law or equity, of every kind or nature whatsoever, arising out of, resulting from, or on account of the violation of any governmental law or regulation, compliance with which is the responsibility of Contractor;
 - D. Any and all losses, expenses, damages (including damages to the Work itself), attorney's fees, and other costs, including all costs of defense which any of them may incur with respect to the failure, neglect, or refusal of Contractor to faithfully perform the Work and all of Contractor's obligations under the agreement. Such costs, expenses, and damages shall include all costs, including attorney's fees, incurred by the indemnified parties in any lawsuit to which they are a party.

Contractor shall immediately defend, at Contractor's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against the City, its officials, officers, agents, employees and representatives. Contractor shall pay and satisfy any judgment, award or decree that may be rendered against the City, its officials, officers, employees, agents, employees and representatives, in any such suit, action or other legal proceeding. Contractor shall reimburse the City, its officials, officers, agents, employees and representatives for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. The only limitations on this provision shall be those imposed by Civil Code section 2782.

ARTICLE 49. PROCEDURE FOR RESOLVING DISPUTES

Contractor shall timely comply with all notices and requests for changes to the Contract Time or Contract Price, including but not limited to all requirements of Article 44, Changes and Extra Work, as a prerequisite to filing any claim governed by this Article. The failure to timely submit a notice of delay or notice of change, or to timely request a change to the Contract Price or Contract Time, or to timely provide any other notice or request required herein shall constitute a waiver of the right to further pursue the claim under the Contract or at law.

- A. **Intent.** Effective January 1, 1991, Section 20104 et seq., of the California Public Contract Code prescribes a process utilizing informal conferences, non-binding judicial supervised mediation, and judicial arbitration to resolve disputes on construction claims of \$375,000 or less. Effective January 1, 2017, Section 9204 of the Public Contract Code prescribes a process for negotiation and mediation to resolve disputes on construction claims. The intent of this Article is to implement Sections 20104 et seq. and Section 9204 of the California Public Contract Code. This Article shall be construed to be consistent with said statutes.

- B. Claims.** For purposes of this Article, "Claim" means a separate demand by the Contractor, after a change order duly requested in accordance with Article 44 "Changes and Extra Work" has been denied by the City, for (A) a time extension, (B) payment of money or damages arising from Work done by or on behalf of the Contractor pursuant to the Contract, or (C) an amount the payment of which is disputed by the City. Claims governed by this Article may not be filed unless and until the Contractor completes all procedures for giving notice of delay or change and for the requesting of a time extension or change order, including but not necessarily limited to the procedures contained in Article 44, Changes and Extra Work, and Contractor's request for a change has been denied in whole or in part. Claims governed by this Article must be filed no later than the date of final payment. The claim shall be submitted in writing to the City and shall include on its first page the following in 16 point capital font: "THIS IS A CLAIM." Furthermore, the claim shall include the documents necessary to substantiate the claim. Nothing herein is intended to extend the time limit or supersede notice requirements otherwise provided by contract for the filing of claims, including all requirements pertaining to compensation or payment for extra Work, disputed Work, and/or changed conditions. Failure to follow such contractual requirements shall bar any claims or subsequent lawsuits for compensation or payment thereon.
- C. Supporting Documentation.** The Contractor shall submit all claims in the following format:
1. Summary of claim merit and price, reference Contract Document provisions pursuant to which the claim is made
 2. List of documents relating to claim:
 - a. Specifications
 - b. Drawings
 - c. Clarifications (Requests for Information)
 - d. Schedules
 - e. Other
 3. Chronology of events and correspondence
 4. Analysis of claim merit
 5. Analysis of claim cost
 6. Time impact analysis in CPM format
 7. If Contractor's claim is based in whole or in part on an allegation of errors or omissions in the Drawings or Specifications for the Project, Contractor shall provide a summary of the percentage of the claim subject to design errors or omissions and shall obtain a certificate of merit in support of the claim of design errors and omissions.

- D. **City's Response.** Upon receipt of a claim pursuant to this Article, City shall conduct a reasonable review of the claim and, within a period not to exceed 45 Days, shall provide the Contractor a written statement identifying what portion of the claim is disputed and what portion is undisputed. Any payment due on an undisputed portion of the claim will be processed and made within 60 Days after the City issues its written statement.
1. If the City needs approval from its governing body to provide the Contractor a written statement identifying the disputed portion and the undisputed portion of the claim, and the City's governing body does not meet within the 45 Days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the City shall have up to three Days following the next duly publicly noticed meeting of the City's governing body after the 45-Day period, or extension, expires to provide the Contractor a written statement identifying the disputed portion and the undisputed portion.
 2. Within 30 Days of receipt of a claim, the City may request in writing additional documentation supporting the claim or relating to defenses or claims the City may have against the Contractor. If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of City and the Contractor. The City's written response to the claim, as further documented, shall be submitted to the Contractor within 30 Days (if the claim is less than \$15,000, within 15 Days) after receipt of the further documentation, or within a period of time no greater than that taken by the Contractor in producing the additional information or requested documentation, whichever is greater.
- E. **Meet and Confer.** If the Contractor disputes the City's written response, or the City fails to respond within the time prescribed, the Contractor may so notify the City, in writing, either within 15 Days of receipt of the City's response or within 15 Days of the City's failure to respond within the time prescribed, respectively, and demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand, the City shall schedule a meet and confer conference within 30 Days for settlement of the dispute.
- F. **Mediation.** Within 10 business Days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the City shall provide the Contractor a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 Days after the City issues its written statement. Any disputed portion of the claim, as identified by the Contractor in writing, shall be submitted to nonbinding mediation, with the City and the Contractor sharing the associated costs equally. The City and Contractor shall mutually agree to a mediator within 10 business Days after the disputed portion of the claim has been identified in writing, unless the parties agree to select a mediator at a later time.
1. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator.

2. For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.
 3. Unless otherwise agreed to by the City and the Contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Public Contract Code Section 20104.4 to mediate after litigation has been commenced.
 4. The mediation shall be held no earlier than the date the Contractor completes the Work or the date that the Contractor last performs Work, whichever is earlier. All unresolved claims shall be considered jointly in a single mediation, unless a new unrelated claim arises after mediation is completed.
- G. Procedures After Mediation.** If following the mediation, the claim or any portion remains in dispute, the Contractor must file a claim pursuant to Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code prior to initiating litigation. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the Contractor submits his or her written claim pursuant to subdivision (a) until the time the claim is denied, including any period of time utilized by the meet and confer conference.
- H. Civil Actions.** The following procedures are established for all civil actions filed to resolve claims of \$375,000 or less:
1. Within 60 Days, but no earlier than 30 Days, following the filing or responsive pleadings, the court shall submit the matter to non-binding mediation unless waived by mutual stipulation of both parties or unless mediation was held prior to commencement of the action in accordance with Public Contract Code section 9204 and the terms of this Contract. The mediation process shall provide for the selection within 15 Days by both parties of a disinterested third person as mediator, shall be commenced within 30 Days of the submittal, and shall be concluded within 15 Days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court.
 2. If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1114.11 of that code. The Civil Discovery Act of 1986 (Article 3 (commencing with Section 2016) of Chapter 3 of Title 3 of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration. In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, (A) arbitrators shall, when possible, be experienced in construction law, and (B) any party appealing an arbitration award who does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, also pay the attorney's fees on appeal of the other party.

- I. **Government Code Claims.** In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra Work, disputed Work, construction claims and/or changed conditions, the Contractor must comply with the claim procedures set forth in Government Code Sections 900, et seq. prior to filing any lawsuit against the City. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra Work, disputed Work, construction claims, and/or changed conditions have been followed by Contractor. If no such Government Code claim is submitted, or if the prerequisite contractual requirements are not satisfied, no action against the City may be filed. **A Government Code claim must be filed no earlier than the date the Work is completed or the date the Contractor last performs Work on the Project, whichever occurs first. A Government Code claim shall be inclusive of all unresolved claims unless a new unrelated claim arises after the Government Code claim is submitted.**
- J. **Non-Waiver.** The City's failure to respond to a claim from the Contractor within the time periods described in this Article or to otherwise meet the time requirements of this Article shall result in the claim being deemed rejected in its entirety.

ARTICLE 50. CITY'S RIGHT TO TERMINATE CONTRACT

A. Termination for Cause by the City:

1. In the sole estimation of the City, if the Contractor refuses or fails to prosecute the Work or any separable part thereof with such diligence as will insure its completion within the time specified by the Contract Documents, or any extension thereof, or fails to complete such Work within such time, or if the Contractor should be adjudged a bankrupt, or if it should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, or the Contractor or any of its subcontractors should violate any of the provisions of this Contract, the City may serve written notice upon the Contractor and its Surety of the City's intention to terminate this Contract. This notice of intent to terminate shall contain the reasons for such intention to terminate this Contract, and a statement to the effect that the Contractor's right to perform this Contract shall cease and terminate upon the expiration of ten (10) calendar days unless such violations have ceased and arrangements satisfactory to the City have been made for correction of said violations.
2. In the event that the City serves such written notice of termination upon the Contractor and the Surety, the Surety shall have the right to take over and perform the Contract. If the Surety does not: (1) give the City written notice of Surety's intention to take over and commence performance of the Contract within 15 calendar days of the City's service of said notice of intent to terminate upon Surety; and (2) actually commence performance of the Contract within 30 calendar days of the City's service of said notice upon Surety; then the City may take over the Work and prosecute the same to completion by separate contract or by any other method it may deem advisable for the account and at the expense of the Contractor.

3. In the event that the City elects to obtain an alternative performance of the Contract as specified above: (1) the City may, without liability for so doing, take possession of and utilize in completion of the Work such materials, appliances, plants and other property belonging to the Contractor that are on the site and reasonably necessary for such completion (A special lien to secure the claims of the City in the event of such suspension is hereby created against any property of Contractor taken into the possession of the City under the terms hereof and such lien may be enforced by sale of such property under the direction of the City without notice to Contractor. The proceeds of the sale after deducting all expenses thereof and connected therewith shall be credited to Contractor. If the net credits shall be in excess of the claims of the City against Contractor, the balance will be paid to Contractor or Contractor's legal representatives.); and (2) Surety shall be liable to the City for any cost or other damage to the City necessitated by the City securing an alternate performance pursuant to this Article.

B. Termination for Convenience by the City:

1. The City may terminate performance of the Work called for by the Contract Documents in whole or, from time to time, in part, if the City determines that a termination is in the City's interest.
2. The Contractor shall terminate all or any part of the Work upon delivery to the Contractor of a Notice of Termination specifying that the termination is for the convenience of the City, the extent of termination, and the Effective Date of such termination.
3. After receipt of Notice of Termination, and except as directed by the City's Representative, the Contractor shall, regardless of any delay in determining or adjusting any amounts due under this Termination for Convenience clause, immediately proceed with the following obligations:
 - a. Stop Work as specified in the Notice.
 - b. Complete any Work specified in the Notice of Termination in a least cost/shortest time manner while still maintaining the quality called for under the Contract Documents.
 - c. Leave the property upon which the Contractor was working and upon which the facility (or facilities) forming the basis of the Contract Document is situated in a safe and sanitary manner such that it does not pose any threat to the public health or safety.
 - d. Terminate all subcontracts to the extent that they relate to the portions of the Work terminated.
 - e. Place no further subcontracts or orders, except as necessary to complete the continued portion of the Contract.
 - f. Submit to the City's Representative, within ten (10) calendar days from the Effective Date of the Notice of Termination, all of the usual documentation called for by the Contract Documents to substantiate all costs incurred by the

Contractor for labor, materials and equipment through the Effective Date of the Notice of Termination. Any documentation substantiating costs incurred by the Contractor solely as a result of the City's exercise of its right to terminate this Contract pursuant to this clause, which costs the contractor is authorized under the Contract documents to incur, shall: (1) be submitted to and received by the Engineer no later than 30 calendar days after the Effective Date of the Notice of Termination; (2) describe the costs incurred with particularity; and (3) be conspicuously identified as "Termination Costs occasioned by the City's Termination for Convenience."

4. Termination of the Contract shall not relieve Surety of its obligation for any just claims arising out of or relating to the Work performed.
5. In the event that the City exercises its right to terminate this Contract pursuant to this clause, the City shall pay the Contractor, upon the Contractor's submission of the documentation required by this clause and other applicable provisions of the Contract Documents, the following amounts:
 - a. All actual reimbursable costs incurred according to the provisions of this Contract.
 - b. A reasonable allowance for profit on the cost of the Work performed, provided Contractor establishes to the satisfaction of the City's Representative that it is reasonably probable that Contractor would have made a profit had the Contract been completed and provided further, that the profit allowed shall in no event exceed fifteen (15%) percent of the costs.
 - c. A reasonable allowance for Contractor's administrative costs in determining the amount payable due to termination of the Contract under this Article.
- C. Notwithstanding any other provision of this Article, when immediate action is necessary to protect life and safety or to reduce significant exposure or liability, the City may immediately order Contractor to cease Work on the Project until such safety or liability issues are addressed to the satisfaction of the City or the Contract is terminated.
- D. City shall not be liable for any costs other than the charges or portions thereof which are specified herein. Contractor shall not be entitled to payment for unperformed Work including, without limitation, any overhead and profit on the portion of the Work that is terminated and shall not be entitled to damages or compensation of any kind or nature for termination of Work.

ARTICLE 51. WARRANTY AND GUARANTEE OF WORK

- A. Contractor hereby warrants that materials and Work shall be completed in conformance with the Contract Documents and that the materials and Work provided will fulfill the requirements of this Warranty. Contractor hereby agrees to repair or replace, at the discretion of the City, any or all Work that may prove to be defective in its workmanship, materials furnished, methods of installation or fail to conform to the Contract Document requirements together with any other Work which may be damaged or displaced by such defect(s) within a period of one (1) year from the date

- of the Notice of Completion of the Project without any expense whatever to the City, ordinary wear and tear and unusual abuse and neglect excepted. Contractor shall be required to promptly repair or replace defective equipment or materials, at Contractor's option. All costs associated with such corrective actions and testing, including the removal, replacement, and reinstatement of equipment and materials necessary to gain access, shall be the sole responsibility of the Contractor.
- B. For any Work so corrected, Contractor's obligation hereunder to correct defective Work shall be reinstated for an additional one (1) year period, commencing with the date of acceptance of such corrected Work. The reinstatement of the one (1) year warranty shall apply only to that portion of work that was corrected. Contractor shall perform such tests as City may require to verify that any corrective actions, including, without limitation, redesign, repairs, and replacements comply with the requirements of the Contract. In the event of Contractor's failure to comply with the above-mentioned conditions within ten (10) calendar days after being notified in writing of required repairs, to the reasonable satisfaction of the City, the City shall have the right to correct and replace any defective or non-conforming Work and any work damaged by such work or the replacement or correction thereof at Contractor's sole expense. Contractor shall be obligated to fully reimburse the City for any expenses incurred hereunder immediately upon demand.
 - C. In addition to the warranty set forth in this Article, Contractor shall obtain for City all warranties that would be given in normal commercial practice and assign to City any and all manufacturer's or installer's warranties for equipment or materials not manufactured by Contractor and provided as part of the Work, to the extent that such third-party warranties are assignable and extend beyond the warranty period set forth in this Article. Contractor shall furnish the City with all warranty and guarantee documents prior to final Acceptance of the Project by the City as required.
 - D. When specifically indicated in the Contract Documents or when directed by the Engineer, the City may furnish materials or products to the Contractor for installation. In the event any act or failure to act by Contractor shall cause a warranty applicable to any materials or products purchased by the City for installation by the Contractor to be voided or reduced, Contractor shall indemnify City from and against any cost, expense, or other liability arising therefrom, and shall be responsible to the City for the cost of any repairs, replacement or other costs that would have been covered by the warranty but for such act or failure to act by Contractor.
 - E. The Contractor shall remedy at its expense any damage to City-owned or controlled real or personal property.
 - F. The City shall notify the Contractor, in writing, within a reasonable time after the discovery of any failure, defect, or damage. The Contractor shall within ten (10) calendar days after being notified commence and perform with due diligence all necessary Work. If the Contractor fails to promptly remedy any defect, or damage; the City shall have the right to replace, repair or otherwise remedy the defect, or damage at the Contractor's expense.
 - G. In the event of any emergency constituting an immediate hazard to health, safety, property, or licensees, when caused by Work of the Contractor not in accordance with

the Contract requirements, the City may undertake at Contractor's expense, and without prior notice, all Work necessary to correct such condition.

H. Acceptance of Defective Work.

1. If, instead of requiring correction or removal and replacement of Defective Work, the City prefers to accept it, City may do so. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) attributable to City's evaluation of and determination to accept such Defective Work and for the diminished value of the Work.
2. If any acceptance of defective work occurs prior to release of the Project Retention, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and City shall be entitled to an appropriate decrease in the Contract Price, reflecting the diminished value of Work and all costs incurred by City.
3. If the Project Retention is held in an escrow account as permitted by the Contract Documents, Contractor will promptly alert the escrow holder, in writing, of the amount of Retention to be paid to City.
4. If the acceptance of Defective Work occurs after release of the Project Retention, an appropriate amount will be paid by Contractor to City.

I. City May Correct Defective Work.

1. If Contractor fails within a reasonable time after written notice from City's Representative to correct Defective Work, or to remove and replace rejected Work as required by City, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, City may, after seven (7) Days' written notice to Contractor, correct, or remedy any such deficiency.
2. In connection with such corrective or remedial action, City may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, take possession of Contractor's tools, appliances, construction equipment and machinery at the Site, and incorporate in the Work all materials and equipment stored at the Site or for which City has paid Contractor but which are stored elsewhere. Contractor shall allow City and City's Representative, and the agents, employees, other contractors, and consultants of each of them, access to the Site to enable City to exercise the rights and remedies to correct the Defective Work.
3. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred or sustained by City correcting the Defective Work will be charged against Contractor, and a Change Order will be issued incorporating the necessary revisions into the Contract

Documents with respect to the Work; and City shall be entitled to an appropriate decrease in the Contract Price.

4. Such claims, costs, losses and damages will include, but not be limited to, all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Defective Work.
 5. If the Change Order is executed after all payments under the Contract have been paid by City and the Project Retention is held in an escrow account as permitted by the Contract Documents, Contractor will promptly alert the escrow holder, in writing, of the amount of Retention to be paid to City.
 6. If the Change Order is executed after release of the Project Retention, an appropriate amount will be paid by Contractor to City.
 7. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to City correcting Defective work.
- J. Nothing in the Warranty or in the Contract Documents shall be construed to limit the rights and remedies available to City at law or in equity, including, but not limited to, Code of Civil Procedure section 337.15.

ARTICLE 52. DOCUMENT RETENTION & EXAMINATION

- A. In accordance with Government Code section 8546.7, records of both the City and the Contractor shall be subject to examination and audit by the State Auditor General for a period of three (3) years after final payment.
- B. Contractor shall make available to the City any of the Contractor's other documents related to the Project immediately upon request of the City.
- C. In addition to the State Auditor rights above, the City shall have the right to examine and audit all books, estimates, records, contracts, documents, bid documents, subcontracts, and other data of the Contractor (including computations and projections) related to negotiating, pricing, or performing the modification in order to evaluate the accuracy and completeness of the cost or pricing data at no additional cost to the City, for a period of four (4) years after final payment.

ARTICLE 53. SEPARATE CONTRACTS

- A. The City reserves the right to let other contracts in connection with this Work or on the Project site. Contractor shall permit other contractors reasonable access and storage of their materials and execution of their work and shall properly connect and coordinate its Work with theirs.
- B. To ensure proper execution of its subsequent Work, Contractor shall immediately inspect work already in place and shall at once report to the Engineer any problems with the Work in place or discrepancies with the Contract Documents.
- C. Contractor shall ascertain to its own satisfaction the scope of the Project and nature of any other contracts that have been or may be awarded by the City in prosecution of

the Project to the end that Contractor may perform this Contract in the light of such other contracts, if any. Nothing herein contained shall be interpreted as granting to Contractor exclusive occupancy at site of the Project. Contractor shall not cause any unnecessary hindrance or delay to any other contractor working on the Project. If simultaneous execution of any contract for the Project is likely to cause interference with performance of some other contract or contracts, the Engineer shall decide which Contractor shall cease Work temporarily and which contractor shall continue or whether work can be coordinated so that contractors may proceed simultaneously. The City shall not be responsible for any damages suffered or for extra costs incurred by Contractor resulting directly or indirectly from award, performance, or attempted performance of any other contract or contracts on the Project site.

ARTICLE 54. NOTICE AND SERVICE THEREOF

All notices shall be in writing and either served by personal delivery or mailed to the other party as designated in the Bid Forms. Written notice to the Contractor shall be addressed to Contractor's principal place of business unless Contractor designates another address in writing for service of notice. Notice to City shall be addressed to the City as designated in the Notice Inviting Bids unless City designates another address in writing for service of notice. Notice shall be effective upon receipt or five (5) calendar days after being sent by first class mail, whichever is earlier. Notice given by facsimile shall not be effective unless acknowledged in writing by the receiving party.

ARTICLE 55. NOTICE OF THIRD PARTY CLAIMS

Pursuant to Public Contract Code section 9201, the City shall provide the Contractor with timely notification of the receipt of any third-party claims relating to the Contract. The City is entitled to recover reasonable costs incurred in providing such notification.

ARTICLE 56. STATE LICENSE BOARD NOTICE

Contractors are required by law to be licensed and regulated by the Contractors' State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four (4) years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within ten (10) years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, California 95826.

ARTICLE 57. INTEGRATION

- A. **Oral Modifications Ineffective.** No oral order, objection, direction, claim or notice by any party or person shall affect or modify any of the terms or obligations contained in the Contract Documents.
- B. **Contract Documents Represent Entire Contract.** The Contract Documents represent the entire agreement of the City and Contractor.

ARTICLE 58. ASSIGNMENT OF CONTRACT

Contractor shall not assign, transfer, convey, sublet or otherwise dispose of the rights or title of

interest of any or all of this contract without the prior written consent of the City. Any assignment or change of Contractor's name or legal entity without the written consent of the City shall be void. Any assignment of money due or to become due under this Contract shall be subject to a prior lien for services rendered or Material supplied for performance of Work called for under the Contract Documents in favor of all persons, firms, or corporations rendering such services or supplying such Materials to the extent that claims are filed pursuant to the Civil Code, the Code of Civil Procedure or the Government Code.

ARTICLE 59. CHANGE IN NAME AND NATURE OF CONTRACTOR'S LEGAL ENTITY

Should a change be contemplated in the name or nature of the Contractor's legal entity, the Contractor shall first notify the City in order that proper steps may be taken to have the change reflected on the Contract and all related documents. No change of Contractor's name or nature will affect City's rights under the Contract, including but not limited to the bonds.

ARTICLE 60. ASSIGNMENT OF ANTITRUST ACTIONS

Pursuant to Public Contract Code section 7103.5, in entering into a public works contract or subcontract to supply goods, services, or materials pursuant to a public works contract, Contractor or subcontractor offers and agrees to assign to the City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 USC, Section 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 the purchase of goods, services, or materials pursuant to this contract or any subcontract. This assignment shall be made and become effective at the time the City tenders final payment to the Contractor, without further acknowledgment by the parties.

ARTICLE 61. PROHIBITED INTERESTS

No City official or representative who is authorized in such capacity and on behalf of the City to negotiate, supervise, make, accept, or approve, or to take part in negotiating, supervising, making, accepting or approving any engineering, inspection, construction or material supply contract or any subcontract in connection with construction of the project, shall be or become directly or indirectly interested financially in the Contract.

ARTICLE 62. CONTROLLING LAW

Notwithstanding any subcontract or other contract with any subcontractor, supplier, or other person or organization performing any part of the Work, this Contract shall be governed by the law of the State of California excluding any choice of law provisions.

ARTICLE 63. JURISDICTION; VENUE

Contractor and any subcontractor, supplier, or other person or organization performing any part of the Work agrees that any action or suits at law or in equity arising out of or related to the bidding, award, or performance of the Work shall be maintained in the Superior Court of Marin County, California, and expressly consent to the jurisdiction of said court, regardless of residence or domicile, and agree that said court shall be a proper venue for any such action.

ARTICLE 64. LAWS AND REGULATIONS

- A. Contractor shall give all notices and comply with all laws, ordinances, rules and regulations bearing on conduct of work as indicated and specified. If Contractor observes that drawings and specifications are at variance therewith, it shall promptly notify the Engineer in writing and any necessary changes shall be adjusted as provided for in this Contract for changes in work. If Contractor performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the Engineer, it shall bear all costs arising therefrom.
- B. Contractor shall be responsible for familiarity with the Americans with Disabilities Act (“ADA”) (42 U.S.C. § 12101 et seq.). The Work will be performed in compliance with ADA regulations.

ARTICLE 65. PATENTS

Contractor shall hold and save the City, officials, officers, employees, and authorized volunteers harmless from liability of any nature or kind of claim therefrom including costs and expenses for or on account of any patented or unpatented invention, article or appliance manufactured, furnished or used by Contractor in the performance of this contract.

ARTICLE 66. OWNERSHIP OF CONTRACT DOCUMENTS

All Contract Documents furnished by the City are City property. They are not to be used by Contractor or any subcontractor on other work nor shall Contractor claim any right to such documents. With exception of one complete set of Contract Documents, all documents shall be returned to the City on request at completion of the Work.

ARTICLE 67. NOTICE OF TAXABLE POSSESSORY INTEREST

In accordance with Revenue and Taxation Code section 107.6, the Contract Documents may create a possessory interest subject to personal property taxation for which Contractor will be responsible.

ARTICLE 68. SURVIVAL OF OBLIGATIONS

All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

END OF GENERAL CONDITIONS

00 73 13 – SPECIAL CONDITIONS

1.1 Engineer of Record.

A. For purposes of this Project, the Engineer of Record or Engineer shall be:
_____.

1.2 Location of the Project.

A. The Project is located Bridgeway from Napa Street to Johnson Street Project.

1.3 Shared Cost Savings for Reductions in Contract Price; Value Engineering. Should the cost of construction be less than the agreed upon Contract Price, then the savings shall be shared between the Contractor and the City. The Contractor shall receive twenty-five percent (25%) of any reductions realized in the Contract Price, and the City shall receive the remaining seventy-five percent (75%) of the savings.

1.4 Status of the Project Area and Rights-of-Way.

A. City, at its expense, will provide all rights-of-way or permits, or both, covering the crossing of private property and public and private rights-of-way necessary for the permanent Work; provided, however, Contractor shall, at its expense, obtain any bonds or insurance policies or pay any fees and enter into any agreements required by a controlling authority, e.g., Caltrans or Golden Gate Bridge Highway and Transportation District, and The United States of America, before Contractor enters upon any property or right-of-way under the jurisdiction of any such controlling authority for the purpose of performing Work.

B. City has acquired or is negotiating to acquire any rights-of-way, or both, necessary for the permanent Work.

C. If such permits are required, all operations of Contractor shall conform to the restrictions, regulations, and requirements set forth in said permits, copies of which will be included in the Contract Documents.

D. Contractor may be required, as a condition for receiving final payment, to obtain, and provide City's Representative with copies of, executed damage releases from the owners of public and private property whose property has been damaged by the Work. The damage releases will be on a form provided by City.

E. Contractor shall, also, as a condition for receiving final payment, obtain, and provide City's Representative with copies of, executed damage releases from the owners of certain public and private property or areas which have been crossed by the Work or otherwise affected by the Work. The damage releases will be on a form provided by City.

1.5 Site Data.

NOT USED

1.6 Pre-Purchased or Pre-Negotiated Material.

NOT USED.

1.7 Designation of City's Representative.

A. Unless otherwise modified by City, City's Representative shall be Kevin McGowan, Director of Public Works.

1.8 Modification of Hours of Work.

NOT USED

1.9 Project Retention

In accordance with Public Contract Code § 7201, City will withhold 5% of each progress payment as retention on the Project.

1.10 Reverse Liquidated Damages Due to Unreasonable City Delay.

A. In compliance with the provisions of California Public Contract Code § 7102, the Contractor will be compensated for damages incurred due to delays in completing the Work due solely to the fault of the City, where such delay is unreasonable under the circumstances and not contemplated by the parties and such delay is not the result of Additional Work. The Contractor and City agree that determining actual damages is impracticable and extremely difficult. As such, the Contractor shall be entitled to the appropriate time extension and to payment of liquidated damages in the sum of \$1500 per Day of delay in excess of the time specified for the Completion of the Work. Such amount shall constitute the only payment allowed and shall necessarily include all overhead (direct or indirect), all profit, all administrative costs, all bond costs, all labor, materials, equipment and rental costs, and any other costs, expenses and fees incurred or sustained as a result of such delay. The Contractor expressly agrees to be limited solely to the liquidated damages for all such delays as defined in this subsection.

1.11 Liquidated Damages Due to Contractor Delay.

A. Time is of the essence. Should Contractor fail to complete all or any part of the Work within the time specified in the Contract Documents, City will suffer damage, the amount of which is difficult, if not impossible, to ascertain and, pursuant to the authority of Government Code section 53069.85, City shall therefore be entitled to \$1500 per Day as liquidated damages for each Day or part thereof that actual completion extends beyond the time specified.

B. Liquidated damages may be deducted from progress payments due Contractor, Project retention or may be collected directly from Contractor, or from Contractor's surety. These provisions for liquidated damages shall not prevent City, in case of Contractor's default, from terminating the Contractor.

1.12 Utility Outages – Notices to Residents.

- A. Should Contractor's operations require interruption of any utility service, Contractor shall notify City at least ten (10) Days prior to the scheduled outage. Contractor will notify all impacted residents on a form approved by City at least seven (7) Days prior to the scheduled outage.
- B. Contractor shall be responsible for providing, at its cost, any temporary utility or facilities necessitated by the utility outage.

1.13 Schedule Constraints.

NOT USED.

1.14 Noise Restrictions

- A. Contractor shall use only such equipment on the Work and in such state of repair so that the emission of sound therefrom is within the noise tolerance level of that equipment as established by Cal/OSHA.
- B. Contractor shall comply with the most restrictive of the following: (1) local sound control and noise level rules, regulations and ordinances and (2) the requirements contained in these Contract Documents, including hours of operation requirements.
- C. No internal combustion engine shall be operated on the Project without a muffler of the type recommended by the manufacturer. Should any muffler or other control device sustain damage or be determined to be ineffective or defective, the Contractor shall promptly remove the equipment and shall not return said equipment to the job until the device is repaired or replaced. Said noise and vibration level requirements shall apply to all equipment on the job or related to the job, including but not limited to, trucks, transit mixers or transit equipment that may or may not be owned by the Contractor.

1.15 Safety Programs.

NOT USED

1.16 Coordination with Other Contractors.

NOT USED.

END OF SPECIAL CONDITIONS

01 00 00 – GENERAL REQUIREMENTS

PART 1 -- GENERAL

1.1 DESCRIPTION

- A. To be added

1.2 RELATED REQUIREMENTS SPECIFIED ELSEWHERE

PART 2 -- PRODUCTS (NOT USED)

PART 3 -- EXECUTION

3.1 LAYOUT OF WORK AND QUANTITY SURVEYS

- A. General. The Contractor shall utilize a properly licensed surveyor to perform all layout surveys required for the control and completion of the Work, and all necessary surveys to compute quantities of Work performed.

City and/or the Engineer of Record has established primary control to be used by the Contractor for establishing lines and grades required for the Work.

Primary control consists of benchmarks and horizontal control points in the vicinity of the Work. A listing and identification of the primary control is provided on the Drawings. Before beginning any layout work or construction activity, the Contractor shall check and verify primary control, and shall advise the City Representative of any discrepancies.

- B. Quantity surveys. The Contractor shall perform such surveys and computations as are necessary to determine quantities of Work performed or placed during each progress payment period and shall perform all surveys necessary for the City Representative to determine final quantities of Work in place. The City Representative will determine final quantities based upon the survey data provided by the Contractor, and the design lines and grades. If requested by the City Representative, the Contractor shall provide an electronic copy of data used for quantity computations.

All surveys performed for measurement of final quantities of Work and material shall be subject to approval of City's Representative. Unless waived by City's Representative in each specific case, quantity surveys made by the Contractor shall be made in the presence of City's Representative.

- C. Surveying

- 1. Accuracy. Degree of accuracy shall be an order high enough to satisfy tolerances specified for the Work and the following:

- (a) Right-of-way and alignment of tangents and curves shall be within 0.1 foot.

- (b) Structure points shall be set within 0.01 foot, except where operational function of the special features or installation of metalwork and equipment require closer tolerances. When formwork has been placed and is ready for concrete, the Contractor shall check the formwork for conformance with the drawings and to ensure that the forms are sufficiently within the tolerance limits for the completed work.
 - (c) Cross-section points shall be located within 0.1 foot, horizontally and vertically.
 - (d) Aerial Mapping shall meet National Mapping Standards for 2-foot contour intervals.
- D. Records. Survey data shall be recorded in accordance with recognized professional surveying standards. Original field notes, computations, and other surveying data shall be recorded on electronic data collectors or in standard field books and must be of sufficient quality to enable the Contractor to prepare accurate record drawings as required by the Contract Documents.
- E. Cost. Unless otherwise called for by the Contract Documents, the cost of all material, equipment, and labor required for surveys for the layout of work and quantity surveys shall be included in the Schedule of Pay Items for items of work requiring the surveys. No additional compensation shall be made to the Contractor for this Work.

3.2 SCHEDULE

- A. Estimated Schedule. At the preconstruction meeting, Contractor shall submit a Project schedule to the Engineer for Approval. The receipt or Approval of any schedules by the Engineer or the City shall not in any way relieve the Contractor of its obligations under the Contract Documents. The Contractor is fully responsible to determine and provide for any and all staffing and resources at levels which allow for good quality and timely completion of the Project. Contractor's failure to incorporate all elements of Work required for the performance of the Contract or any inaccuracy in the schedule shall not excuse the Contractor from performing all Work required for a completed Project within the specified Contract time period. If the required schedule is not received by the time the first payment under the Contract is due, Contractor shall not be paid until the schedule is received, reviewed and accepted by the Engineer.
- B. Schedule Contents. The schedule shall indicate the beginning and completion dates of all phases of construction; critical path for all critical, sequential time related activities; and "float time" for all "slack" or "gaps" in the non-critical activities. The schedule shall clearly identify all staffing and other resources which in the Contractor's judgment are needed to complete the Project within the time specified for completion. The overall Project Schedule duration shall be within the Contract time.
- C. Schedule Updates. Contractor shall continuously update its construction schedule. Contractor shall submit an updated and accurate construction schedule to the Engineer monthly when requested to do so by Engineer. Contractor shall also submit schedules showing a three week detailed look-ahead at bi-weekly meetings conducted with the City. The Engineer may withhold progress payments or other amounts due under the Contract Documents if Contractor fails to submit an updated and accurate construction schedule.

3.3 TEMPORARY FIELD OFFICE

- A. Utility Services. Contractor, at its expense, shall arrange for, develop and maintain all utilities, including but not limited to water, electric power, sewage disposal and telephone communications, at the Site to meet the requirements of the Work.
- B. Sanitation. The Contractor shall provide sanitary facilities for all persons working on the project. These facilities shall be kept clean and shall not be unsightly or produce odors.

3.4 PROTECTION OF WORK AND PROPERTY

- A. All traffic detector loops, fences, walls, culverts, property line monuments, or other obstructions (except property line monuments within five (5) feet of the centerline of the mains) which are removed, damaged, or destroyed in the course of the Work, shall be replaced or repaired to the original condition. If Contractor provides the City with reasonable notice of the need for such repair or replacement, it shall be performed by the City. If the Contractor fails to provide the City with reasonable notice, the repair or replacement shall be performed by and at the expense of the Contractor to the satisfaction of the City, whether or not those obstructions have been shown on the Plans, unless otherwise stated herein. It is then the Contractor's responsibility to employ at its expense a Licensed Land Surveyor to restore all property line monuments located more than five (5) feet from the centerline of the mains, which are destroyed or obliterated. Property line monuments located within five (5) feet of the centerline of the mains will be replaced by the City at no expense to the Contractor, provided the City is notified at least 48 hours before the property line monuments are damaged.
- B. Contractor shall provide such heat, covering, and enclosures as are necessary to protect all Work, materials, equipment, appliances, and tools against damage by weather conditions.
- C. Contractor shall take adequate precautions to protect existing sidewalks, curbs, pavements, utilities, and other adjoining property and structures, and to avoid damage thereto, and Contractor shall repair any damage thereto caused by the Work operations. Contractor shall:
 - 1. Enclose the working area with a substantial barricade, and arrange work to cause minimum amount of inconvenience and danger to the public.
 - 2. Provide substantial barricades around any shrubs or trees indicated to be preserved.
 - 3. Deliver materials to the Project site over a route designated by the Engineer.
 - 4. Provide any and all dust control required and follow the Applicable air quality regulations as appropriate. If the Contractor does not comply, the City shall have the immediate authority to provide dust control and deduct the cost from payments to the Contractor.

5. Confine Contractor's apparatus, the storage of materials, and the operations of its workers to limits required by law, ordinances, permits, or directions of the Engineer. Contractor shall not unreasonably encumber the Project site with its materials.
 6. Take care to prevent disturbing or covering any survey markers, monuments, or other devices marking property boundaries or corners. If such markers are disturbed by accident, they shall be replaced by a civil engineer or land surveyor acceptable to the City, at no cost to the City.
 7. Ensure that existing facilities, fences and other structures are all adequately protected and that, upon completion of all Work, all facilities that may have been damaged are restored to a condition acceptable to the City.
 8. Preserve and protect from injury all buildings, pole lines and all direction, warning and mileage signs that have been placed within the right-of-way.
 9. At the completion of work each day, leave the Project site in a clean, safe condition.
 10. Comply with any stage construction and traffic control plans. Access to residences and businesses shall be maintained at all times, unless otherwise permitted in writing by the City.
- D. These precautionary measures will apply continuously and not be limited to normal working hours. Full compensation for the Work involved in the preservation of life, safety and property as above specified shall be considered as included in the prices paid for the various contract items of Work, and no additional allowance will be made therefore.
- E. Should damage to persons or property occur as a result of the Work, Contractor shall be responsible for proper investigation, documentation, including video or photography, to adequately memorialize and make a record of what transpired. The City shall be entitled to inspect and copy any such documentation, video, or photographs.

3.5 SITE CONDITIONS SURVEYS

A. Work Included.

Contractor shall conduct thorough pre-construction and post-construction site condition surveys of the entire project area. Site Conditions surveys shall include written documentation of the conditions found, as well as photographs and video recordings of the area within at least 80 feet of any construction area and staging area. The written notes, photographs, and video shall be suitable for forensic purposes to resolve any damage claims that may arise as a result of construction.

B. Submittals.

1. Written documentation of site condition survey at pre-construction and post-construction.

2. Photographs as described herein of pre-construction and post-construction conditions.
 3. Video recordings as described herein of pre-construction and post-construction conditions.
 4. Submittals shall be made within three days of the surveys. All post-construction data shall be submitted prior to the final project inspection.
- C. Site Condition Written Documentation.

Written documentation shall include the time, date, and conditions under which the site survey was made. The documentation shall note the condition of structures, pavement, sidewalks, utilities, fences, and etc. within the work areas.

D. Photographs.

1. General – Contractor shall take enough photographs during each site survey to provide a record of conditions existing prior to construction and conditions after construction. Pre-construction photographs shall be taken prior to any construction or mobilization of equipment, but not more that one week prior to actual start of work. The pre-construction photographs may be staged at different times to match the progression of the Work.
2. The photographs shall document existing damage to public and private facilities, both prior to and after construction. Conditions to be documented include, but are not limited to: sidewalk cracks, broken curbs, separated property walls, improvements within public right-of-ways, access roads used, utility covers and markings, signs, pavement striping, pavement, unique or unusual conditions, adjacent driveways, landscaping, survey markers, and any feature directed by the Engineer. Private property that is adjacent to the public right-of-way shall be documented to the extent visible from the public right-of-way.
3. Photographs shall include items to indicate scale, as needed. In particular, scales or other items shall be laid next to close ups of structural cracks and other damaged areas being recorded. Scaling shall also be used to document elevation differences, as needed.
4. One set of color prints shall be submitted. Additional sets shall be available for reviewing in settling any construction disputes. A set of photos shall also be furnished in electronic format. The resolution shall be at least equal to 7 mega-pixels. All photos shall be documented as to time and date taken, photographer, project number, location, and orientation. Documentation shall include a brief description of objects photographed.

E. Video Recording.

1. Video recordings shall document the conditions of the entire area affected by construction, as well as nearby structures and facilities. The general documentation requirements for videos are the same as for photographs. Video recorders shall accurately and continuously record the time and date.

2. Video recordings shall include an audio portion made simultaneously during the videoing. The audio recording shall describe the location, time, orientation, and objects being recorded. Special commentary shall be provided for unusual conditions or damage noted.
3. Video equipment shall be capable of producing high resolution images and shall have zoom capabilities.
4. Video recordings shall provide an overall picture of the sites and shall provide detailed images of damaged areas. Video shall extend to the maximum height of structures.
5. The Engineer shall have the right to reject any audio video recordings submitted with unintelligible audio, uncontrolled pan or zoom, or of poor quality. Video recordings shall be repeated when rejected.
6. Video recordings shall be submitted with labels indicating the project, date, recorder, and other pertinent information. Recordings shall be submitted on standard DVDs in a standard format.

F. Timing.

Contractor shall provide written notice of the time scheduled for the site conditions survey and the place it is to begin. Contractor shall obtain the Engineer's concurrence prior to beginning the condition survey. The Engineer reserves the right to cancel the survey due to weather conditions or other problems. Videoing shall be done during times of good visibility and no videoing or photography shall be done during periods of visible precipitation or when standing water obscures pavement. Contractor shall provide the Engineer with an opportunity to have a representative present when taking the photos and provide guidance during photographing.

G. Site Surveyor.

The site condition surveyor(s) shall be experienced in construction and potential damage concerns. The site condition surveyor(s) shall be familiar with the photography and video equipment being used.

H. Field Quality Control.

Prior to submitting videos and photographs, the Contractor shall spot check the photos and videos in the field to insure they accurately reflect the actual conditions and to insure they are correctly labeled.

I. Soils Compaction Testing.

1. All soils compaction testing will be done by a licensed geotechnical engineer furnished by the City. Soils compaction testing will be done for all footings and foundations prior to placement of rebar or concrete.
2. For pipeline construction, soil compaction testing will be done at 100-foot intervals at the bottom of the trench prior to placement of pipe bedding; at the top of the pipe

bedding above the pipe; every two vertical feet of trench backfill; at the top of the trench backfill, which should be the bottom of the pavement section; and at the top of the aggregate base prior to pavement construction.

3.6 SUBMITTAL REQUIREMENTS FOR MANUALS AND RECORD DRAWINGS

A. General. The Contractor shall furnish all materials and perform all Work required for furnishing submittals to City in accordance with Contract Documents.

B. Technical Manuals.

1. The Contractor shall submit technical operation and maintenance information for each item of mechanical, electrical and instrumentation equipment in an organized manner in the Technical Manual. It shall be written so that it can be used and understood by City's operation and maintenance staff.

2. The Technical Manual shall be subdivided first by specification section number; second, by equipment item; and last, by "Category." "Categories" shall conform to the following (as applicable):

(a) Category 1 - Equipment Summary:

(1) Summary: A summary table shall indicate the equipment name, equipment number, and process area in which the equipment is installed.

(b) Category 2 - Operational Procedures:

(1) Procedures: Manufacturer-recommended procedures on the following shall be included in Part 2:

a. Installation

b. Adjustment

c. Startup

d. Location of controls, special tools, equipment required, or related instrumentation needed for operation

e. Operation procedures

f. Load changes

g. Calibration

h. Shutdown

i. Troubleshooting

j. Disassembly

k. Reassembly

- I. Realignment
- m. Testing to determine performance efficiency
- n. Tabulation of proper settings for all pressure relief valves, low and high pressure switches, and other protection devices
- o. List of all electrical relay settings including alarm and contact settings

(c) Category 3 - Preventive Maintenance Procedures:

- (1) Procedures: Preventive maintenance procedures shall include all manufacturer-recommended procedures to be performed on a periodic basis, both by removing and replacing the equipment or component, and by leaving the equipment in place.
- (2) Schedules: Recommended frequency of preventive maintenance procedures shall be included. Lubrication schedules, including lubricant SAE grade, type, and temperature ranges, shall be covered.

(d) Category 4 - Parts List:

- (1) Parts List: A complete parts list shall be furnished, including a generic description and manufacturer's identification number for each part. Addresses and telephone numbers of the nearest supplier and parts warehouse shall be included.
- (2) Drawings: Cross-sectional or exploded view drawings shall accompany the parts list.

(e) Category 5 - Wiring Diagrams:

- (1) Diagrams: Part 5 shall include complete internal and connection wiring diagrams for electrical equipment items.

(f) Category 6 - Shop Drawings:

- (1) Drawings: This part shall include approved shop or fabrication drawings, complete with dimensions.

(g) Category 7 - Safety:

- (1) Procedures: This part describes the safety precautions to be taken when operating and maintaining the equipment or working near it.

(h) Category 8 - Documentation:

- (1) All equipment warranties, affidavits, and certifications required by the Technical Specifications shall be placed in this part.

3. The Contractor shall furnish to City six (6) identical Technical Manuals. Each set shall consist of one or more volumes, each of which shall be bound in a standard binder.
- C. Spare Parts List - The Contractor shall furnish to City six (6) identical sets of spare parts information for all mechanical, electrical, and instrumentation equipment. The spare parts list shall include the current list price of each spare part. The spare parts list shall include those spare parts which each manufacturer recommends be maintained by City in inventory. Each manufacturer or supplier shall indicate the name, address, and telephone number of its nearest outlet of spare parts to assist City in ordering. The Contractor shall cross-reference all spare parts lists to the equipment numbers designated in the Contract Documents. The spare parts lists shall be bound in standard size, 3-ring binder.
- D. Record Drawings
1. The Contractor shall maintain one record set of Drawings at the Site. On these, it shall mark all Project conditions, locations, configurations, and any other changes or deviations which may vary from the information represented in the original Contract Documents, including buried or concealed construction and utility features which are revealed during the course of construction. Special attention shall be given to recording the horizontal and vertical location of all buried utilities that differ from the locations indicated, or which were not indicated on the Contract Drawings. Said record drawings shall be supplemented by any detailed sketches as necessary or directed to fully indicate the Work as actually constructed. These master record drawings of the as-built conditions, including all revisions made necessary by Addenda and Change Orders shall be maintained up-to-date during the progress of the Project. Red ink shall be used for alterations and notes. Notes shall identify relevant Change Orders by number and date.
 2. For all Projects involving the installation of any pipeline, Contractor shall survey and record the top of the pipe at a minimum of every 100 linear feet, and at each bend, recording both the horizontal and vertical locations.
 3. Record drawings shall be accessible to City's Representative at all times during the construction period. Failure on the Contractor's part to keep record drawings current could result in withholding partial payment.
 4. Upon Completion of the Project and as a condition of final acceptance, the Contractor shall finalize and deliver a complete set of Record Drawings to City's Representative. The information submitted by the Contractor will be assumed to be correct, and the Contractor shall be responsible for, and liable to City, for the accuracy of such information, and for any errors or omissions which may or may not appear on the Record Drawings.
- E. Cost. Unless otherwise called for by the Contract Documents, the cost of all material, equipment, and labor required to complete the Manuals and Record Drawings shall be included in Contractor's bid and distributed in the Schedule of Pay. No additional compensation shall be made to the Contractor for this Work.

3.7 MATERIALS

A. Materials to be Furnished by the Contractor

1. Inspection of Materials. Materials furnished by the Contractor which will become a part of the Project shall be subject to inspection at any one or more of the following locations, as determined by City's Representative: at the place of production or manufacture, at the shipping point, or at the site of the Work. To allow sufficient time to provide for inspection, the Contractor shall submit to City's Representative, at the time of issuance, copies of purchase orders or other written instrument confirming procurement of the materials, including drawings and other pertinent information, covering materials on which inspection will be made.
2. No later than fourteen (14) Days prior to manufacture of material, Contractor shall inform City's Representative, in writing, the date the material is to be manufactured.
3. Contractors Obligations. The inspection of materials at any of the locations specified above or the waiving of the inspection thereof shall not impact whether the materials and equipment conform to the Contract Documents. Contractor will not be relieved from furnishing materials meeting the requirements of the Contract Documents due to City's inspection or lack of inspection of the equipment or materials. Acceptance of any materials will be made only after materials are installed in the Project.
4. Cost. Unless otherwise called for by the Contract Documents, the cost of all material, equipment, and labor required to accommodate City's testing efforts, including any travel required by Contractor's forces, shall be included in Contractor's bid and distributed in the Schedule of Pay Items related to the materials requiring testing. No additional compensation shall be made to the Contractor for this Work.

3.8 LOCAL CONDITIONS AND REQUIREMENTS

A. Access to Work and Haul Routes

1. General. All work on the rights-of-way necessary for access to the Site shall be performed by the Contractor.
2. Access, Damage, Restoration. The Contractor shall make his own investigation of the condition of available public or private roads and of clearances, restrictions, bridge-load limits, permit or bond requirements, and other limitations that affect or may affect transportation and ingress or egress at the Site. Claims for changes in Contract Price or Contract Times arising out of the unavailability of transportation facilities or limitations thereon shall not be considered by City.
3. The Contractor shall maintain and repair any damage arising out of Contractor's operations to all roads used during construction of the Project, and upon completion of all Work, but prior to final acceptance, the roads shall be restored to their original condition. Prior to using any road for access to the Site, the

Contractor shall conduct a photograph and/or video survey of the roadway with a copy submitted to City's Representative.

4. Cost. Unless otherwise called for by the Contract Documents, the cost of all material, equipment, and labor required to complete this Work, shall be included in Contractor's bid and distributed in the Schedule of Pay Items. No additional compensation shall be made to the Contractor for this Work.
- B. Power. Contractor shall provide at its own expense all necessary power required for operations under the contract. The Contractor shall provide and maintain in good order such modern equipment and installations as shall be adequate in the opinion of the Engineer to perform in a safe and satisfactory manner the Work required by the contract.
- C. Construction Water.
1. Construction water shall not be used for purposes other than those required to satisfactorily complete the contract.

All connections to the Marin Municipal Water District's (MMWD) water system used for the purposes of obtaining construction water shall utilize a temporary construction meter and backflow prevention device obtained from MMWD. The MMWD backflow prevention device shall be tested immediately after installation and the construction meter and backflow prevention device shall not be placed into service until the backflow prevention device passes such tests. Backflow prevention device testing shall be performed in accordance with applicable standards, and test results shall be provided to the Engineer. If the temporary construction meter and backflow prevention device are moved to alternate location(s) during construction, the backflow prevention device shall again be tested as described above immediately after re-installation.

- D. Construction at Existing Utilities
1. General. Where the Work to be performed crosses or otherwise interferes with water, sewer, gas, or oil pipelines; buried cable; or other public or private utilities, the Contractor shall perform construction in such a manner so that no damage will result to either public or private utilities. It shall be the responsibility of the Contractor to determine the actual locations of, and make accommodations to maintain, all utilities.
 2. Permission, Notice and Liability. Before any utility is taken out of service, permission shall be obtained by the Contractor from the owner. The owner, any impacted resident or business owner and the City Representative will be advised of the nature and duration of the utility outage as well as the Contractor's plan for providing temporary utilities if required by the owner. The Contractor shall be liable for all damage which may result from its failure to maintain utilities during the progress of the Work, and the Contractor shall indemnify City as required by the Contract Documents from all claims arising out of or connected with damage to utilities encountered during construction; damages resulting from disruption of service; and injury to persons or damage to property resulting from the negligent, accidental, or intentional breaching of utilities.

3. Cost. Unless otherwise called for by the Contract Documents, the cost of all material, equipment, and labor required to complete this Work, shall be included in Contractor's bid and distributed in the Schedule of Pay Items. No additional compensation shall be made to the Contractor for this Work.

E. Traffic Control

1. General. Contractor shall abide by traffic control plans approved by the appropriate jurisdiction.
2. Protections. Roads subject to interference by the Work shall be kept open or suitable temporary passages through the Work shall be provided and maintained by the Contractor. The Contractor shall provide, erect, and maintain all necessary barricades, suitable and sufficient flasher lights, flag persons, danger signals, and signs, and shall take all necessary precautions for the protection of the Work and the safety of the public. No construction work along public or private roads may proceed until the Contractor has proper barricades, flasher lights, flag persons, signals, and signs in place at the construction site.
3. Cost. Unless otherwise called for by the Contract Documents, the cost of all material, equipment, and labor required to complete this Work, shall be included in Contractor's bid and distributed in the Schedule of Pay Items. No additional compensation shall be made to the Contractor for this Work.

F. Cleaning Up

1. Contractor at all times shall keep premises free from debris such as waste, rubbish, and excess materials and equipment. Contractor shall not store debris under, in, or about the premises. Contractor shall also clean all asphalt and concrete areas to the degree necessary to remove oil, grease, fuel, or other stains caused by Contractor operations or equipment. The use of water, resulting in mud on streets, will not be permitted as substitute for sweeping or other methods. Dust control may require having a water truck onsite for the duration of the project, and/or use of temporary hoses and pipelines to convey water.
2. Contractor shall fully clean up the site at the completion of the Work. If the Contractor fails to immediately clean up at the completion of the Work, the City may do so and the cost of such clean up shall be charged back to the Contractor.

3.9 ENVIRONMENTAL QUALITY PROTECTION

A. Environmental Conditions

NOT USED.

B. Landscape and Vegetation Preservation

1. General. The Contractor shall exercise care to preserve the natural landscape and vegetation and shall conduct operations so as to prevent unnecessary destruction, scarring, or defacing of the natural surroundings in the vicinity of the Work.

2. Damage and Restoration. Movement of crews and equipment within the rights-of-way and over routes provided for access to the Work shall be performed in a manner to prevent damage to property. When no longer required, construction roads shall be restored to original contours.
3. Upon completion of the Work, and following removal of construction facilities and required cleanup, land used for construction purposes and not required for the completed installation shall be scarified and regraded, as required, so that all surfaces are left in a condition that will facilitate natural revegetation, provide for proper drainage, and prevent erosion.
4. Cost. Unless otherwise called for by the Contract Documents, the cost of all material, equipment, and labor required to complete this Work, shall be included in Contractor's bid and distributed in the Schedule of Pay Items. No additional compensation shall be made to the Contractor for this Work.

C. Protected Species

1. General. If, in the performance of the Work, evidence of the possible occurrence of any Federally listed threatened or endangered plant or animal is discovered, the Contractor shall notify the City Representative immediately, giving the location and nature of the findings. Written confirmation of the evidence, location and nature of the findings shall be forwarded to City within 2 Days.
2. Procedures. The Contractor shall immediately cease all construction activities in the immediate area of the discovery to the extent necessary to protect the endangered plant or animal.

If directed by the City Representative, Contractor will refrain from working in the immediate area, suspend the Work in its entirety, or alter its performance to ensure full compliance with all applicable permits, laws and regulations. Any City directed changes to the Work as a result of a siting will be pursuant to the Contract Documents.

3. False Siting. Any costs or delays incurred by City or the Contractor due to unreasonable or false notification of an endangered plant or animal will be borne by the Contractor.
4. Cost. Unless otherwise called for by the Contract Documents, the cost of all material, equipment, and labor required to comply with this paragraph, shall be included in Contractor's bid and distributed in the Schedule of Pay Items. No additional compensation shall be made to the Contractor for this Work.

D. Preservation of Historical and Archeological Resources

1. General. If, in the performance of the Work, Contractor should unearth cultural resources (for example, human remains, animal bones, stone tools, artifacts and/or midden deposits) through excavation, grading, watering or other means, the Contractor notify the Construction/Archeological Monitor and/or the City Representative immediately, giving the location and nature of the findings.

Written confirmation of the evidence, location and nature of the findings shall be forwarded to the Construction/Archeological Monitor and/or City within 2 Days.

2. Procedures. The Contractor shall immediately cease all construction activities in the immediate area of the discovery to the extent necessary to protect the cultural resource.

If directed by the City Representative, Contractor will refrain from working in the immediate area, suspend the Work in its entirety, or re-sequence and/or alter its performance to ensure full compliance with all applicable permits, laws and regulations. Should the presence of cultural resources be confirmed, the Contractor will assist the City Representative and the Construction/Archeological Monitor in the preparation and implementation of a data recovery plan. The Contractor shall provide such cooperation and assistance as may be necessary to preserve the cultural resources for removal or other disposition. Any City directed changes to the Work as a result of the cultural resource will be pursuant to the Contract Documents.

3. Contractor's Liability. Should Contractor, without permission, injure, destroy, excavate, appropriate, or remove any cultural resource on or adjacent to the Site, it will be subject to disciplinary action, arrest and penalty under applicable law. The Contractor shall be principally responsible for all costs of mitigation and/or restoration of cultural resources related to the unauthorized actions identified above. Contractor shall be required to pay for unauthorized damage and mitigation costs to cultural resources (historical and archeological resources) as a result of unauthorized activities that damage cultural resources and shall indemnify City pursuant to the Contract Documents.
4. Cost. Unless otherwise called for by the Contract Documents, the cost of all material, equipment, and labor required to comply with this paragraph, shall be included in Contractor's bid and distributed in the Schedule of Pay Items. No additional compensation shall be made to the Contractor for this Work.

E. Dust and Pollution Control

1. Contractor shall provide all necessary material, equipment and labor to prevent and control the emission of dust and any other potential pollutant on site.
2. Contractor shall not discharge into the atmosphere from any source smoke, dust or other air contaminants in violation of the law, rules, and regulations of the governing agency.
3. Cost. Unless otherwise called for by the Contract Documents, the cost of all material, equipment, and labor required to comply with this paragraph, shall be included in Contractor's bid and distributed in the Schedule of Pay Items. No additional compensation shall be made to the Contractor for this Work.

F. Fugitive Dust

NOT USED.

G. Management of Storm, Surface and Other Waters

1. Storm water, surface water, groundwater, and nuisance, or other waters may be encountered at various times during construction of the Project. Federal and State laws require the City and its contractors to manage such waters pursuant to the requirements of California State Water Resources Control Board Order Number 2009-0009-DWQ, the Federal Clean Water Act, and the California Porter Cologne Water Quality Control Act. Contractor acknowledges that it has investigated the risk arising from such waters in conjunction with the Project, and assumes any and all risks and liabilities arising therefrom.
2. The Contractor shall perform all construction operations in such a manner as to comply, and ensure all subcontractors to comply, with all applicable Federal, State, and local laws, orders, and regulations concerning the control and abatement of water pollution; and all terms and conditions of any applicable permits issued for the Project. In the event there is a conflict between Federal, State, and local laws, regulations, and requirements, the most stringent shall apply.
3. Contractor violations. If noncompliance should occur, the Contractor shall report this to the City Representative immediately, with the specific information submitted in writing within 2 Days. Consistent violations of applicable Federal, State, or local laws, orders, regulations, or Water Quality Standards may result in City stopping all site activity until compliance is ensured. The Contractor shall not be entitled to any change in Contract Price or Contract Times, claim for damage, or additional compensation by reason of such a work stoppage. Corrective measures required to bring activities into compliance shall be at the Contractor's expense.
4. Compliance with Construction General Storm water Permit. Contractor shall be required to comply with all aspects of the State Water Resources Control Board (State Board) Water Quality Order No. 2009-0009-DWQ, National Pollutant Discharge Elimination System General Permit for Storm Water Discharges Associated with Construction Activity (Permit) for all projects that involve construction on or disturbance of one acre or more of land or which are part of a larger common area of development.
 - (a) Contractor shall prepare and implement a Storm Water Pollution Prevention Plan (SWPPP) for the Project site based on the appropriate Risk Level requirements, and draft and coordinate submittal of all Permit related documents with City's Legally Responsible Person and/or Authorized Signatory as those terms are defined in the Permit. The Contractor shall submit the SWPPP to the City Representative for review not less than fifteen (15) Days prior to the start of on- site construction work. City will file the Notice of Intent and pay the filing fee.
 - (b) The SWPPP shall be developed by a Qualified SWPPP Developer and implemented by a Qualified SWPPP Practitioner as those terms are defined in the Permit and shall include industry standard requirements for water quality control including but not be limited to the following:
 - (1) Sediment and erosion control measures to manage sediment and erosion including vegetative practices, structural control, silt fences,

straw dikes, sediment controls or operator controls as appropriate. Storm water management measures shall be instituted as required, including velocity dissipaters, and solid waste controls shall address controls for building materials and offsite tracking of sediment.

- (2) Wastewater and storm water management controls to divert offsite surface flows around the Project site and to divert surface flows within the Project area away from areas of open earth or stockpiles of building and other materials. Wastewater from general construction activities, such as drain water collection, aggregate processing, concrete batching, drilling, grouting, or other construction operations, shall not enter flowing or dry watercourses without having met the authorized non-storm water discharge requirements listed in State Board Water Quality Order No. 2009-0009-DWQ, Section III.C., including proper notification to the Regional Water Board.
- (3) Pollution prevention measures including methods of dewatering, unwatering, excavating, or stockpiling earth and rock materials which include prevention measures to control silting and erosion, and which will intercept and settle any runoff of sediment-laden waters.
- (4) Turbidity prevention measures for prevention of excess turbidity including, but are not restricted to, intercepting ditches, settling ponds, gravel filter entrapment dikes, flocculating processes, recirculation, combinations thereof, or other approved methods that are not harmful to aquatic life. All such wastewaters discharged into surface waters, shall contain the least concentration of settleable material possible, and shall meet all conditions of section 402, the National Pollutant Discharge Elimination System (NPDES) permit.
- (5) Overall construction site management measures to address changes at the Project site as the Project moves through different phases and changes that account for rainy and dry season management practices.
- (6) Pollution control measures and construction activity methods that will prevent entrance, or accidental spillage, of solid matter, contaminants, debris, or other pollutants or wastes, into streams, flowing or dry watercourses, lakes, wetlands, reservoirs, or underground water sources. Such pollutants and wastes include, but are not restricted to: refuse, garbage, cement, sanitary waste, industrial waste, hazardous materials, radioactive substances, oil and other petroleum products, aggregate processing, tailings, mineral salts, and thermal pollution.
- (7) Control measures for stockpiled or deposited materials prohibiting the stockpile or deposit of excavated materials, or other construction materials, near or on stream banks, lake shorelines, or other watercourse perimeters where they can be washed away by high water or storm runoff, or can, in any way, encroach upon the watercourse.
- (8) Develop and implement a Rain Event Action Plan (REAP), if required, that must be designed and implemented to protect all exposed portions of the site 48 hours prior to any likely precipitation event.

- (9) Monitoring, reporting and record keeping, as necessary to achieve compliance with applicable Permit requirements, including but not limited to annual reports and rain event reports.
 - (c) Before any Permit related documents, including the SWPPP, rain event reports, or annual reports may be submitted to the State Board or implemented on the Project site, they must first be reviewed and approved by City.
 - (d) City retains the right to procure and maintain coverage under the Permit for the Project site if the Contractor fails to draft a SWPPP or other Permit related document, or fails to proceed in a manner that is satisfactory to City. City reserves the right to implement its own SWPPP at the Project site, and hire additional contractors to maintain compliance. Whether Contractor has adequately maintained compliance with the Permit shall be City's sole determination. In the event that Contractor has failed or is unable to maintain compliance with the Permit, any costs or fines incurred by City in implementing a SWPPP, or otherwise maintaining compliance with the Construction General Permit shall be paid by the Contractor.
 - (e) Failure to implement the SWPPP or otherwise comply with the Permit is a violation of federal and state law. Contractor hereby agrees to indemnify City as required by the Contract Documents for any noncompliance or alleged noncompliance with the Permit arising out of or in connection with the Project, except for liability resulting from the sole established negligence, willful misconduct or active negligence of City. City may seek damages from Contractor for delay in completing the Contract in accordance with the Contract Documents, caused by Contractor's failure to comply with the Permit.
5. In addition to compliance with the Permit, Contractor shall comply with the lawful requirements of any applicable municipality, district, drainage district, flood control district, and other local agencies regarding discharges of storm water, surface water, groundwater or other nuisance waters off of the Project site.
6. Oil storage tanks management.
- (a) Storage tank placement. All oil or other petroleum product (hereinafter referred to collectively as oil) storage tanks shall be placed at least 20 feet from streams, flowing or dry watercourses, lakes, wetlands, reservoirs, and any other water source.
 - (b) Storage area dikes. Storage areas shall be diked at least 12 inches high or graded and sloped to permit safe containment of leaks and spills equal to the capacity of all tanks and/or containers located within each area, plus a sufficient amount of freeboard to contain the 25-year rainstorm.
 - (c) Diked area barriers. Diked areas shall have an impermeable barrier at least 10 mils thick. Areas used for refueling operations shall have an impermeable liner at least 10 mils thick buried under 2 to 4 inches of soil.
 - (d) Spill Prevention Control and Countermeasure Plan (SPCC). Where the location of a construction site is such that oil from an accidental spillage could reasonably be expected to enter into or upon the navigable waters of the United States or adjoining shorelines, and the aggregate storage of oil at the

site is over 1,320 gallons or a single container has a capacity in excess of 660 gallons, the Contractor shall prepare an SPCC Plan. The Contractor shall submit the SPCC Plan to the Engineer at least 30 days prior to delivery or storage of oil at the site. The Plan must have been reviewed and certified by a registered professional engineer in accordance with 40 C.F.R., part 112

7. Underground tank prohibition. The Contractor shall not use underground storage tanks.
8. Construction safety standards. The Contractor shall comply with the sanitation and potable water requirements of Section 7 of United States Bureau of Reclamation's publication "Reclamation Safety And Health Standards."
9. Other Permits.
 - (a) Other permits applicable to the Project are listed in the Special Conditions. The Contractor shall obtain all other necessary licenses and permits.
 - (b) Monitoring. The Contractor is required to conduct monitoring in order to meet the requirements of the permits, which may include sampling, testing and inspections.
 - (c) Recordkeeping. The Contractor shall retain all records and data required by the permits for the time specified in the contract.
10. Cost. Except as specified herein, the cost of complying with this section shall be included in the Schedule of Pay Items for work which necessitate the water pollution prevention measures required by this paragraph.

END OF GENERAL REQUIREMENTS

01 00 01 – SPECIAL PROVISIONS – TECHNICAL

Bridgeway Safety Improvement Project – Napa St to Johnson St Project
(herein referred to as “the Project”)

City of Sausalito

The Technical Specifications contained herein have been prepared by or under the direction of the following Registered Person:

CIVIL



Andres Gonzalez 06/18/2025

Registration 93910 Exp. 09/30/2026

Parametrix

Technical Provisions for this contract shall be in conformance with the State of California Department of Transportation (Caltrans) 2024 Edition Standard Specifications (herein referred to as the Standard Specifications), City of Sausalito (herein referred to as Owner), Standard Drawings, these Special Provisions, and the Bridgeway Boulevard Improvements Plan (herein referred to as the Plans), and as amended and or superseded by the following:

Bidder shall note that the amendment and the following provisions are not all shown in the order or numbering system as shown in the Standard Specifications.

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SECTION NO. 1 – GENERAL

The Contractor shall note the following are required to complete the scope of these improvements.

DIR REGISTRATION.

City will not accept a Bid Proposal from or enter into the Contract with a bidder, without proof that the bidder and its Subcontractors are registered with the California Department of Industrial Relations (“DIR”) to perform public work under Labor Code Section 1725.5, subject to limited legal exceptions.

These prevailing rates are available online at <http://www.dir.ca.gov/DLSR>. Each Contractor and Subcontractor must pay no less than the specified rates to all workers employed to work on the Project. The schedule of per diem wages is based upon a working day of eight hours. The rate for holiday and overtime work must be at least time and one-half.

Subcontractor List. Each bidder must submit the name, location of the place of business, California contractor license number and DIR registration number for each Subcontractor who will perform work or service or fabricate or install work for the prime contractor in excess of one-half of 1% of the bid price, using the Subcontractor List form included with the Contract Documents.

Please note: If City is unable to confirm that the bidder’s DIR registration is current, City must disqualify the bidder and return its bid unopened. (Labor Code section 1725.5.)

JOB SITE REVIEW

See Sections 2-1.30 “Job Site and Document Examination” and 2-1.06B “Supplemental Project Information” of the Standard Specifications.

The bidder shall carefully examine the work site(s), the plans, specifications, and the proposal contract forms. Prior to bidding, the prospective contractors shall thoroughly investigate the conditions which will be encountered in the project.

PEDESTRIAN AND BICYCLE ACCESS

The Contractor shall provide a safe continuous path of travel for pedestrian and bicycle traffic during all phases of construction and at all project sites. If pedestrians are directed away from the existing pedestrian travel way due to construction, a suitable alternate path shall be provided. A suitable alternate path may include, but is not limited to, temporary ADA compliant ramps, traffic control, and physical fully ADA accessible barriers to separate pedestrians from traffic and signage. It is clearly understood that it is the Contractor’s responsibility to provide a safe path of travel at all times. The Contractor shall submit a pedestrian traffic control plan for engineer’s approval prior to commencing work.

CONTRACTOR CONTACTS

In addition to the contract requirements of Section 5-1.16 "Representative" of the Standard Specifications, the Contractor shall also provide to the City Representative, the names, address and telephone numbers of at least two additional emergency contacts for the duration of this contract.

TARPING

Any vehicles used in the transport of materials the Project for the performance of work on this contract shall be tarped. This shall include the tarping of *empty* vehicles on the way to pick up materials, as well as, the tarping of *loaded* vehicles delivering materials to the area of work. Tarps shall be held in place securely so as to minimize "flapping".

HAUL ROUTES

Prior to the pre-construction conference, the Contractor shall submit for approval the proposed route(s) for all construction traffic on the project. This shall include any designated routes, if any, shown on the Contract Drawings. Upon approval, the Contractor shall strictly adhere to that route(s) only, unless written permission is obtained to change the route(s).

A penalty of \$500 per day per vehicle will be charged for non-compliance with this section. All penalties will be deducted from payments due the Contractor.

ALLOWABLE WORK HOURS

The Contractor’s work hours shall be limited based on whether or not school is in session as follows:

1. School out of session (Summer Hours):
2. School in session: All other times.

Street	Work	Allowable Closure Hours of Work (Summer Hours)	Allowable Closure Hours of Work (All Other Times)
All	All	8 AM to 5 PM	With prior approval of City Engineer

Work activities not requiring lane closures shall be limited to the hours of 8:00 AM to 6:00 PM.

The City Representative will make no exception to this requirement.

COORDINATION WITH OTHER CITY WORK

The Contractor shall coordinate their activities with contractors constructing other improvements in the City as directed by the City Representative.

END OF SECTION

SECTION NO. 2 – ORDER OF WORK AND PROGRESS SCHEDULE

2.01 GENERAL

The City anticipates scheduling the pre-construction meeting shortly after the contract is fully executed. This will provide the Contractor with ample time to prepare and submit Submittals. At the pre-construction meeting the Contractor shall submit a construction schedule detailing all elements of work in accordance with Section 8-1.02 "Schedule" of the Standard Specifications and identifying a commencement date of site work no later October 1st to be approved by city representative. The working days specified in the contract will begin on agreed upon commencement date.

No work may begin under the contract until the City Representative approves the progress schedule, traffic control plans and issues an encroachment permit. Time required for review and approval of these items shall not constitute a basis for time extension.

2.02 MATERIALS

NOT APPLICABLE

2.03 EXECUTION

NOT APPLICABLE

2.04 MEASUREMENT AND PAYMENT

Full compensation for complying with the Order of Work and Progress Schedule, and supplying the schedule, including all required updates to the schedule, and coordination shall be considered as included in the contract price for the various bid items, and no separate payment will be made.

SECTION NO. 3 – SUBMITTALS

3.01 GENERAL

The Contractor shall provide submittals of product data, shop drawings, and all others as required by these Special Provision. The Contractor shall provide an electronic version of all submittals in Adobe Acrobat format for review by the City Representative. The Contractor shall not acquire materials until he or she receives a satisfactory approval of the submittal. The Contractor shall submit the following items:

- a. Construction Schedule
- b. Traffic Control Plans
- c. Concrete Mix Design
- d. HMA JMF
- e. Striping materials
- f. Signs
- g. Other materials and equipment incorporated into the work
- h. Warranty Data
- i. Others as Specified in these Special Provisions

Where the Contractor is required by these Special Provisions to submit a physical sample of products, the Contractor shall provide at least one example to be retained by the City Representative. The Contractor shall deliver all samples to the City offices.

3.02 MATERIALS

NOT APPLICABLE

3.03 EXECUTION

NOT APPLICABLE

3.04 MEASUREMENT AND PAYMENT

Compensation for the provisions in this section shall be considered as included in the contract prices paid for the various bid items and no additional compensation will be allowed.

END OF SECTION

SECTION NO. 4 – PUBLIC NOTIFICATION

4.01 GENERAL

The Contractor shall provide public notification as follows:

Prior to Start of Construction - All residents and schools within 300 feet radius or otherwise affected by the start of the work shall be notified, in writing in the form of door hangers, ten calendar days in advance and then again five calendar days in advance of the work by the Contractor. Written notice to residents shall inform them of the specific work of each affected street section, day(s), date(s) and time of work. Written notice shall be reviewed and approved by the City and Engineer prior to being sent to the residents.

4.02 MATERIALS

NOT APPLICABLE

4.03 EXECUTION

NOT APPLICABLE

4.04 MEASUREMENT AND PAYMENT

Full compensation for conforming to the provisions in this section, not otherwise provided for, shall be considered as included in prices paid for the various contract items of work involved and no additional compensation will be allowed therefor.

END OF SECTION

SECTION NO. 5 – MOBILIZATION AND DEMOBILIZATION (BID ITEM 1)

5.01 GENERAL

Mobilization shall conform to the provisions in Section 9-1.16(D), "Mobilization," of the Standard Specifications, and shall consists of preparatory work and operations including, but not limited to, those necessary for the movement of personnel, equipment, supplies incidental to the project site, for the establishment of all staging areas and other facilities necessary for work on the project and for all other work and operations which must be performed or for project costs incurred prior to beginning work on the various Contract items. Mobilization shall include obtaining insurance and bonds, obtaining, and paying for all permits by other agencies if applicable, furnishing temporary construction utilities, installing construction and other construction facilities all as required for the proper performance and completion of the work.

Mobilization shall also include project management as specified elsewhere in these specifications which includes the management of the project as required by the City including all submittals, correspondence, meetings, and coordination with the Contractor's sub-consultants.

The work of this bid item includes demobilization. Demobilization shall include final cleaning and restoration of the job site, removal of all temporary facilities and equipment from the work area, disconnection of the temporary construction utilities and turnover of project to the City.

Demobilization shall include final cleaning and restoration of the job site, removal of all temporary facilities and equipment from the work area, disconnection of the temporary construction utilities and turnover of project to the City.

5.02 MATERIALS

NOT APPLICABLE

5.03 EXECUTION

NOT APPLICABLE

5.04 MEASUREMENT AND PAYMENT

Full compensation for completing the requirements of this section shall be considered as included in the lump sum price paid for **Bid Item 1 “Mobilization and Demobilization”**.

Partial payments for Mobilization shall not exceed the following:

- (1) When 5 percent of the original contract amount is earned, 50 percent of the amount bid for Mobilization, or 5 percent of the original contract amount, whichever is lesser, may be paid.
- (2) When 10 percent of the original contract amount is earned, 75 percent of the amount bid for Mobilization or 7.5 percent of the original contract amount, whichever is lesser, may be paid.
- (3) When 20 percent of the original contract amount is earned, 95 percent of the amount bid for Mobilization, or 9.5 percent of the original contract amount, whichever is lesser, may be paid.
- (4) When 50 percent of the original contract amount is earned, 100 percent of the amount bid for mobilization, or 10 percent of the original contract amount, whichever is lesser, may be paid.
- (5) Upon completion of all work on the project, (including: punch list items, cleaning up and removal of all temporary facilities and equipment from the project site) payment of any amount bid for Mobilization in excess of 10 percent of the original contract amount will be paid.

END OF SECTION

SECTION NO. 6 – SURVEY MONUMENT PRESERVATION

6.01 GENERAL

The Contractor shall ensure that existing survey monuments are preserved in full compliance with California Business and Professions Code, Chapter 15, §8771. Survey monuments are not shown in the bidding documents.

Enforcement and Penalty for Non-Compliance

Contractor shall save and protect existing monuments. Any damaged monuments shall be reestablished along with the filing of all required documents including but not limited to Corner Record with Marin County Department of Public Works. Refer to Business & Professions code section 8771.

6.02 MATERIALS

NOT APPLICABLE

6.03 EXECUTION

NOT APPLICABLE

6.04 MEASUREMENT AND PAYMENT

Full compensation for complying with the above provisions shall be considered as included in various bid items and no separate payment will be made therefor.

END OF SECTION

SECTION NO. 7 – LAYDOWN AREA

7.01 GENERAL

The Contractor shall maintain staging, equipment parking, or materials reasonably close to the project limits. If the Contractor obtains a site or part of a site for use as a Construction Staging Area or for equipment storage area, the Contractor shall provide a copy such written permission from the lessor or landowner. The laydown area or areas should be of sufficient size to store the contractor's equipment, materials and other items necessary for completing the project. The City has made no provision for a Construction Staging Area. After the project is completed, the contractor shall clean up Staging Area and remove all excess material and equipment and restore the area to the same conditions prior to construction.

7.02 MATERIALS

NOT APPLICABLE

7.03 EXECUTION

NOT APPLICABLE

7.04 MEASUREMENT AND PAYMENT

Compensation for the provisions in this section shall be considered as included in the contract prices paid for the various bid items and no additional compensation will be allowed.

END OF SECTION

SECTION NO. 8 – EXISTING FACILITIES/COOPERATION

8.01 GENERAL

See Section 5-1.36 "Property and Facility Preservation" of the Standard Specifications and the following Special Provisions.

It is not the intent of the project documents to show the exact location of existing or relocated

utilities, and the City Representative assumes no responsibility. Whenever any such utilities are in conflict with project equipment, or operations, the Contractor shall be responsible for verifying their actual location of the conflict in the field and shall notify Underground Service Alert at 811 or (800) 642-2444 prior to construction work.

8.02 MATERIALS

NOT APPLICABLE

8.03 EXECUTION

NOT APPLICABLE

8.04 MEASUREMENT AND PAYMENT

Where excavations are performed in the vicinity of underground utility mains and/or services the Contractor shall, as necessary, perform initial exploratory excavations to determine their exact depth and location of the conflict. Payment for exploratory excavation shall be included in the various items of work needed to complete the excavation work. Extreme care shall be exercised to avoid damage to any existing utilities and existing facilities, and it shall be the Contractor's responsibility to have repairs made to existing facilities at his/her expense in the event of damage by his equipment.

The Contractor's attention is directed to the existence of certain underground facilities that may require special precautions. These facilities include the Sausalito Marin City Sanitary District's (SMCSD) force main. Contact the SMCSD's District Engineer, Kevin Rahman at 415-331-4714 to verify location on site if excavation is planned in the vicinity of the SMCSD's forcemain.

The Contractor's attention is directed to the existence of certain overhead facilities that may require special precautions to protect the health, safety and welfare of the workmen and of the public. These facilities include but are not limited to: overhead PG&E lines, parking light electric supply system conductors or conduits, telephone cables and other overhead cable / internet service lines, or electrical distribution systems.

The Contractor shall not be entitled to any delays associated with the relocation or repair of these utilities and other facilities and shall cooperate fully with the owners of these utilities and other facilities for their relocation and repair work.

All existing utilities in conflict with the proposed improvements shall be temporarily relocated by the contractor.

Existing traffic stripes, pavement markings and pavement markers that are outside the limits of work that are to remain in place shall be protected from wheel marks and other damage by the Contractor. Existing traffic stripes, pavement markings and pavement markers that have been damaged or tracked with bituminous materials shall be cleaned or replaced as approved by the City Representative. The restoration of such objects will be at the

Contractor's expense and in conformance with these Special Provisions.

Compensation for the provisions in this section shall be considered as included in the contract prices paid for the various bid items and no additional compensation will be allowed.

END OF SECTION

SECTION NO. 9 – DISPOSAL OF MATERIALS

9.01 GENERAL

The City has not made arrangements for disposal of material, which may include but is not limited to soil, concrete, asphalt, pipe, rock, and vegetation. All excess and unsuitable material shall be disposed of by the Contractor in a legal manner.

It shall be the responsibility of the Contractor to conduct tests to determine the level of contaminants present in the soil to be exported. Soil samples should be collected by a reputable testing firm and submitted to a state certified laboratory and analyzed for total petroleum hydrocarbons in the diesel (TPHd) and motor oil (TPHmo) ranges (EPA Test Method 8015), 17 California Assessment Manual (CAM) metals (EPA Test Method 6000/7000), organochlorine pesticides (EPA Test Method 8081), and polychlorinated biphenyls (PCBs) (EPA Test Method 8082), polynuclear aromatic hydrocarbons (PAHs) (EPA Test Method 8270SIM), and any other tests required by the receiver of the soil.

If soil is not tested, the Contractor shall assume that all soil has levels of contamination that exceeds environmental screening levels listed by the California Regional Water Quality Control Board for residential land use or commercial/industrial land use, but is non-regulated and non-hazardous. The material shall be stockpiled at a preapproved area until soil can be tested. If soil tests find the soil is contaminated, all contaminated material shall be disposed of in a Class II landfill with all-weather access. All clean soil shall be disposed of at the local landfill.

Disposal of contaminated soil or contaminated groundwater which is encountered in the Work that has levels of contaminants sufficient to be considered a regulated hazardous waste will be as defined in Section 14-11 "Hazardous Waste and Contamination" of the State Standard Specifications and Paragraph U of the Standard Provisions.

The Contractor shall schedule the disposal of materials such that the stockpiled material does not impair access to the Corporation yard or the local disposal facility.

9.02 MATERIALS

NOT APPLICABLE

9.03 EXECUTION

NOT APPLICABLE

9.04 MEASUREMENT AND PAYMENT

Compensation for the provisions in this section shall be considered as included in the contract prices paid for the various bid items and no additional compensation will be allowed.

END OF SECTION

SECTION NO. 10 – UTILITY INSPECTIONS AND EXPLORATORY EXCAVATION

10.01 GENERAL

The Contractor shall perform a utility inspection of the existing utilities located on the existing streets to be paved, looking for conflicts with utilities with his or her equipment in performing the demolition of this project. If conflicts are found, exploratory excavations or overhead surveys may be required by the City Representative to determine the exact location of the height or depth of existing utility lines to support the installation of paving operation, and all other tasks required for the successful completion of this project. If required, this exploratory excavation will be required and shall be preapproved by the City Representative in advance. All exploratory excavation shall conform to Section 7-1.11, "Preservation of Property" and Section 8-1.10, "Utility and Non-highway Facilities" of the Standard Specifications.

10.02 MATERIALS

NOT APPLICABLE

10.03 EXECUTION

The Contractor shall contact Underground Service Alert, DC Electric (707) 992-0141 and SMCSO (415) 331-4714 to determine the exact location of the utility in conflict and assist the City Representative in determining the extent of potholing required. If required, exploratory excavation (potholing) and locating the utility shall be at the Contractor's expense.

The Contractor shall cut neatly the asphalt or concrete and use a vacuum type excavation device to remove asphalt or soil to the depth of the utility. The Contractor shall coordinate with the City and outside utility agencies prior to performing any exploratory excavation.

The Contractor shall provide adequate backfill and surface restoration to compliance with City standards. Backfill shall be a controlled low strength material as defined in Section 19-3.02F of the 2024 Standard Specifications. The Contractor shall replace pavement or surfacing material in like kind material and to existing pavement section thickness so that there is no discontinuity between the new and existing surface results. The minimum thickness of asphalt shall be one inch. The Contractor shall coordinate the thickness of the asphalt with the final finished elevation of the roadway's surface to ensure the minimum asphalt thickness is achieved.

The Contractor shall provide the City Representative a description (material, diameter, etc.) of existing utility exposed by the exploratory excavation prior to commencing construction. The exploratory excavation log shall be a neatly redlined plan that shows the horizontal and vertical location (the depth) of each exploratory excavation. The Contractor shall immediately

notify the City Representative of any conflicts that prevent the satisfactory completion of the work.

After approval, The Contractor shall take care not to damage any existing facilities during exploratory excavation. Existing facilities damaged by the Contractor's operations, as determined by the City Representative, shall be repaired or replaced to the satisfaction of the City Representative and the owner of the utility if the owner is different from the City, all at the Contractor's expense.

10.04 MEASUREMENT AND PAYMENT

Compensation for the provisions in this section shall be considered as included in the contract prices paid for the various bid items and no additional compensation will be allowed.

END OF SECTION

SECTION NO. 11 – TRAFFIC CONTROL AND CONSTRUCTION AREA SIGNS (BID ITEM 2)

11.01 GENERAL

The work shall consist of maintaining and controlling all vehicular, pedestrian and bicycle traffic through the construction zone and/or detour routes and shall conform to the most current edition of the "California Manual of Uniform Traffic Control Devices (MUTCD) Part 6, "Temporary Traffic Control" published by the U.S. Department of Transportation as amended for use in California.

The work, including flagging, shall comply with section 12, "Temporary Traffic Control," of the Standard Specifications, in addition to these specifications.

Temporary traffic control shall consist of maintaining and controlling all vehicular traffic through the construction zone and/or detour routes. Traffic control shall include the installation, maintenance, and removal of all necessary traffic control equipment. Damaged or missing equipment shall be replaced immediately. Equipment left in place over weekends or during other periods of non-work shall be checked and maintained on a daily basis until the work is complete and all traffic control devices are removed from the project. Traffic control devices not required shall be removed from the right of way.

The Contractor shall have a copy of the manual at the work site and shall comply with its provisions.

The Contractor shall maintain accessible paths of travel for all pedestrian and bicyclist traffic through and around work areas at all times.

The Contractor shall maintain accessible paths of travel for all pedestrian and bicyclist traffic through and around work areas at all times.

Bridgeway shall not be closed during construction. Contractor shall maintain two-way vehicular traffic on Bridgeway at all times.

Contractor shall note that the Sausalito Police Department is located at 29 Caledonia St. and Southern Marin Fire District Station One is located at 333 Johnson St. Project shall not increase emergency response time and shall allow emergency vehicles to pass without delay.

A minimum of 10 days in advance of any work that affects bus stop access, notify GGT_Detour@goldengate.org.

11.02 SUBMITTALS

The Contractor shall submit a Traffic Control Plan for the project for the City's review no later than the pre-construction meeting. No work shall proceed until the City has notified the Contractor in writing of full acceptance of the Traffic Control Plan.

11.03 MATERIAL AND EQUIPMENT

All traffic control supplies and materials including signs, posts, temporary mounting stands, cones, delineators, and barricades shall comply with NCHRP No. 350. Each traffic control plan shall include a compliance letter indicating each type of material or equipment to be used on the project, date of purchase, manufacturer contact information, and a compliance letter or reference.

11.04 EXECUTION

Traffic control shall include the installation, maintenance, and removal of all necessary traffic control equipment. Damaged or missing equipment shall be replaced upon discovery. Equipment left in place over weekends or during other periods of non-work shall be checked and maintained on a daily basis until the work is complete and all traffic control devices are removed from the project.

1. Construction Signing

Construction signing shall be included in traffic control and shall consist of furnishing, installing, maintaining, and removing construction signs, cones, delineators, and barricades.

2. Flaggers

If required in the traffic control plan, and always during one-way traffic control, flaggers will be required to direct traffic during construction. The number and location of flaggers shall be sufficient to allow safe control and passage of traffic through the work zone. During the paving of intersections, a minimum of two flaggers shall be posted at each intersection for the entire time between tack coat and finish rolling.

During placement of chip seals, and at other times if necessary for public or worker safety, pilot cars shall be required to control traffic speed to a maximum speed of twenty miles-per-hour to ensure traffic safety. Pilot cars shall be maintained on the chip sealed streets at least until after the primary sweeping, or longer if necessary for safety.

3. Portable Delineators

Portable delineators shall be either cones or tubular markers. Delineators to be used at night or in low light conditions shall be reflectorized. The minimum height of either style of delineator shall be thirty-seven (37) inches above the road surface.

All portable delineators shall comply with the current version of the California MUTCD. The portable delineators shall be spaced as necessary for proper traffic control. However, in no case shall the spacing between the portable delineators exceed fifty feet on tangents or twenty-five feet on curves.

4. Traffic Maintenance

The Contractor shall submit a Traffic Control Plan for each street segment of the project for the City’s review no later than the pre-construction meeting. No work shall proceed until the City has notified the Contractor in writing of full acceptance of the Traffic Control Plans.

The Contractor shall notify the Engineer of their intention to begin work at least five (5) working days before starting any work at each street location. The Contractor shall cooperate with the Engineer relative to handling all traffic (including pedestrian, bicycling, and equestrian) through the areas and shall make their own arrangements relative to keeping the working area clear of parked vehicles and to clear access to driveways.

If a cross street needs to be temporarily closed when work is in progress through the intersection and the anticipated delay is more than five minutes, a detour sign shall be installed on the cross street and shall include the installation of advance signing displaying the anticipated delay time. The signing shall be reviewed by the Engineer.

The Contractor's equipment and personal vehicles of the Contractor's employees shall not be parked on the traveled way or on any street where traffic is restricted at any time.

5. Restrictions on Closure of Traffic Lanes

Careful coordination will be required between the Contractor and the City for traffic control operations in intersections. A 72 hour minimum notification is required prior to any lane closure.

The streets shall be open for use by public traffic on Saturday, Sunday, and any day designated by the City as a legal holiday; before 8 a.m. and after 5 p.m., Monday thru Friday, or any day preceding a designated legal holiday; and when construction operations are not actively in progress on working days. During daily construction operations, there may be certain peak traffic hours that would require the Contractor to alter the construction schedule in order to minimize the impact of the work on the public's convenience. Failure to adhere to the listed starting times shall result in a penalty of \$250 for each half-hour or fraction thereof that the Contractor is found on the roadway prior to the posted start time.

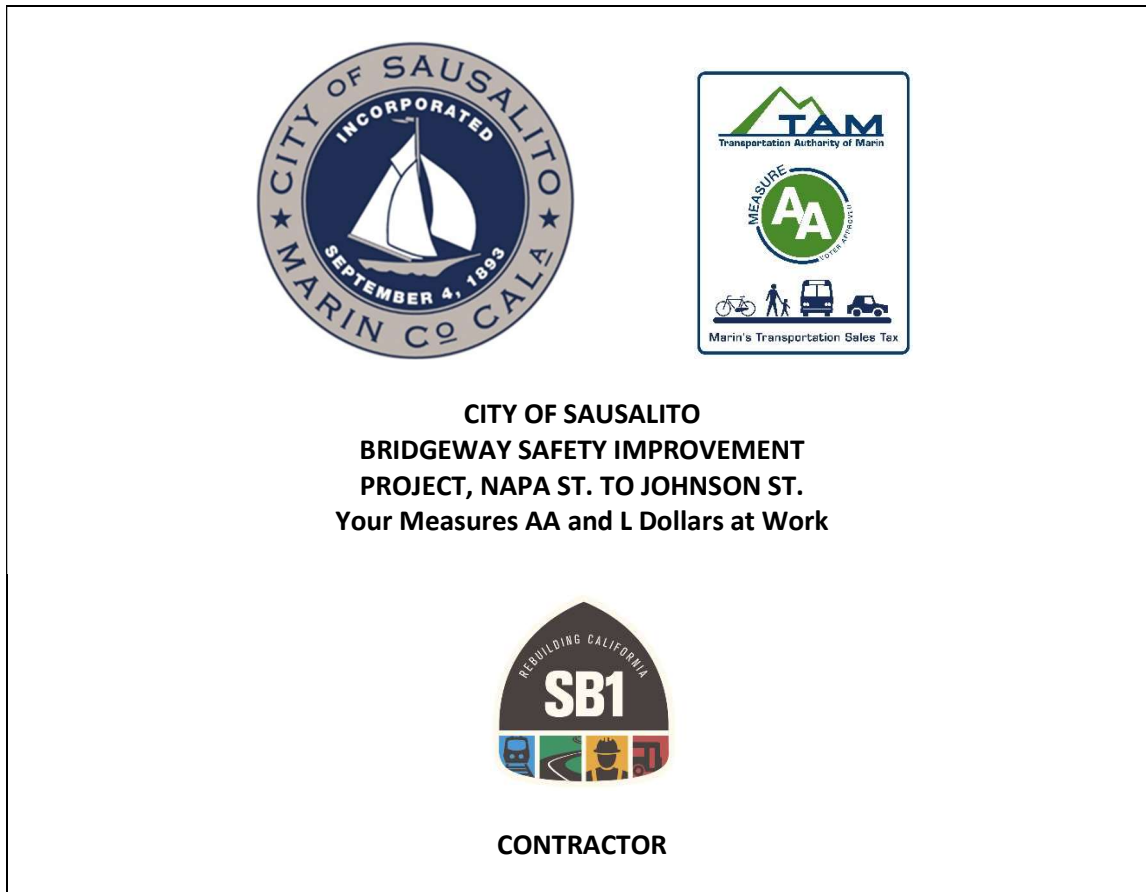
For lane closures, the Contractor shall provide the following taper length and evenly spaced cones for each lane:

Posted Speed Limit	Taper Length (feet)	No. Of Cones
--------------------	---------------------	--------------

25 mph	125	7
30 mph	180	10
35mph	245	13
40 mph	320	17
45 mph	540	18

6. Project Information Sign

The Contractor shall furnish and install one (1) Project Signs, with a minimum dimension of 4' x 4' - 3/4" plywood and bolted to 4" x 4" redwood posts at a location to be designated by the Engineer. The sign shall be made by a professional sign company, approved in advance by the Engineer. The sign information shall be provided by the City of Sausalito as shown below. The sign shall be installed prior to construction and maintained in place for the duration of the project by the Contractor. Sign shall be repaired or replaced at no cost to the City of Sausalito, if damaged or stolen.



The Contractor shall remove the project sign at the end of the contract and dispose in a legal manner.

11.05 MEASUREMENT AND PAYMENT

The contract lump sum price paid for **Bid Item 2 “Traffic Control and Construction Area Signs”** shall include full compensation for furnishing all labor, material, equipment, tools, and incidentals necessary to perform the full scope of work as described above, including Project Information Sign, as shown on the plans, as specified in Technical Specifications, and as directed by the Engineer, including traffic control plan submittals, implementation and maintenance of the approved traffic control plans for all work in construction zones throughout the duration of the project. This item shall include any arrow boards that the contractor utilizes under the traffic control plan.

Flagging is paid for under traffic control.

Payments for the lump sum item for Traffic Control shall be determined based on the percentage of the bid item work completed as determined by the Engineer at the time the progress payment is prepared.

END OF SECTION

SECTION NO. 12 – CONSTRUCTION STAKING (BID ITEM 3)

12.01 GENERAL

This section specifies the work for construction staking which consists of providing all labor, tools, equipment, materials and incidentals necessary to locate by staking all improvements, to the line and grade shown on the plans.

12.02 MATERIALS

NOT APPLICABLE

12.03 EXECUTION

The Contractor shall be responsible for providing such stakes and marks a reasonable length of time in advance of starting operations that require such stakes and marks to set the curb and gutter, curb ramps and any other roadway modification work. Stakes and marks set by the Contractor’s Surveyor or Engineer shall be carefully preserved by the Contractor. In case such stakes and marks are destroyed or damaged, they will be replaced as soon as possible by the Surveyor. The Contractor will be responsible for the cost to replace and restore the stakes and marks.

Survey stakes and marks will be set by a California Licensed Surveyor or a California Registered Civil Engineer to establish the lines and grades required for the completion of the work specified in these specifications and on the Plans.

The Contractor shall be fully responsible for the accuracy of the construction staking. The construction stakes and marks shall be furnished and set with accuracy to assure that the completed work conforms to the lines, grades, and section shown on the Plans. All computations necessary to establish the exact position of the work from control points shall be performed by the Contractor. All computation, survey notes, and other records necessary to accomplish the work shall be neat, legible and accurate. Such computations, notes and other records shall be made available to the Engineer upon request and shall become the property of City and delivered to the Engineer before acceptance of the project. Construction stakes shall be removed from the site of the work when no longer needed.

Contractor shall provide cut sheets for construction staking to the engineer a minimum of 5 working days before demolition begins.

It shall be the Contractor's responsibility to notify the Engineer of any discrepancies found between the field conditions and grades and notes shown on the Plans. The Contractor shall provide the stationing and the elevations to utility companies to allow the utilities to set their facilities to match the final pavement elevation.

12.04 MEASUREMENT AND PAYMENT

The contract lump sum price paid for **Bid Item 3 "Construction Staking"** shall include full compensation for furnishing all labor, materials, tools, equipment, supervision, and incidentals and for doing all the work involved as specified in these Specifications and as directed by the Engineer as may be required to complete the work and no additional compensation will be allowed.

Payments for the lump sum item for Construction Staking shall be determined based on the percentage of the bid item work completed as determined by the Engineer at the time the progress payment is prepared.

END OF SECTION

SECTION NO. 13 – WATER POLLUTION CONTROL (BID ITEM 4)

13.01 GENERAL

The goal of these requirements is to prevent the pollution of storm water run-off on construction projects by keeping pollution out of storm drains, reducing the exposure and discharge of materials and wastes to storm water and by reducing erosion and sedimentation. Storm drains discharge run-off directly to creeks and the bay without treatment.

The Contractor shall comply with all Federal, State, and local provisions of any permits applicable to the proposed work and with any requirements of the Engineer due to observed field conditions at the time the work takes place.

The Contractor shall submit a Storm Water Pollution Prevention Plan (SWPPP) to the Engineer for approval at the pre-construction meeting.

13.02 SUBMITTAL

The Contractor shall submit a **Storm Water Pollution Prevention Plan** (SWPPP) to address the storm drain and various improvements to the City Engineer for approval. SWPPP shall conform to the Marin County Stormwater Pollution Prevention Program Best Management Practices (BMPs) and the requirements of the City of Sausalito and these Specifications.

13.03 EXECUTION

Non-hazardous Material/Waste Management

A. Designated Area

The Contractor shall propose designated areas of the project site for approval by the Engineer, suitable for material delivery, storage and waste collection to the maximum practicable extent, are near construction entrances and away from catch basins, gutters, drainage courses and creeks.

B. Granular Material

The Contractor shall store granular material at least 10 feet away from catch basins and curb returns.

The Contractor shall not allow granular material to enter the storm drains or creeks.

When rain is forecast within 24 hours or during wet weather, the Contractor is required to cover granular material with a tarpaulin and to surround the material with sand bags.

C. Dust Control

Dust control shall be in accordance to Section 10-5, "Dust Control" of the Standard Specifications.

D. Street Sweeping

At the end of each working day or as directed by the Engineer, the Contractor shall clean and sweep roadways and on site paved areas of materials attributed to or involved in the work. The Contractor shall not use water to flush down streets in place of street sweeping.

E. Recycling

The Contractor shall recycle aggregate material, asphalt concrete and Portland Cement Concrete at an approved recycling site.

F. Disposal

At the end of each working day, the Contractor shall collect all scrap, debris and waste materials and dispose of such materials properly. No material shall be left uncontained in the public right of way.

The Contractor shall inspect dumpsters for leaks and contact trash hauling contractors to replace or repair dumpsters that leak. Dumpsters shall be covered while not actively being accessed.

Dumpsters shall be obtained from the City's solid waste contractor Bay Cities Refuse Service, the only company franchised to provide debris boxes in the City of Sausalito.

The Contractor shall arrange for regular waste collection before dumpsters overflow.

Hazardous Material/Waste Management

A. Storage

The Contractor shall label and store in a locked enclosure all hazardous materials, such as pesticides, paints, thinners, solvents and fuels and all hazardous wastes, such as waste oil and anti-freeze.

The Contractor shall store all hazardous materials and all hazardous waste according to the County of Marin regulations.

The Contractor shall keep an accurate up-to-date inventory of hazardous material and hazardous wastes stored or used on site to assist emergency response personnel if there is a hazardous material incident.

B. Usage

When rain is forecast within 24 hours or during wet weather, the Contractor shall not apply chemicals in outside areas.

The Contractor shall not over apply pesticides or fertilizers and shall follow material manufacturer's instructions regarding uses, protective equipment, ventilation, flammability and mixing of chemicals.

C. Disposal

The Contractor shall arrange for regular hazardous waste collection to comply with time limits on storage of hazardous waste.

The Contractor shall dispose the hazardous waste only at authorized and permitted Treatment, Storage and Disposal Facilities and use only licensed hazardous waste haulers to remove the waste off-site, unless quantities to be transported are below applicable threshold limits for transportation specified in State and Federal Regulations.

Spill Prevention and Control

The Contractor shall keep a stockpile of spill clean up materials, such as rags or absorbents, readily accessible on site.

The Contractor shall immediately contain and prevent leaks and spills from entering storm drains and properly clean up and dispose of the waste and clean up materials.

The Contractor shall not wash any spilled material into streets, gutters, storm drains, or creeks and shall not bury spilled hazardous materials.

The Contractor shall report any hazardous materials spill to the City.

Vehicle/Equipment Cleaning

The Contractor shall not perform vehicle or equipment cleaning on site or in the street using soaps, solvents, degreasers, steam cleaning equipment or equivalent methods.

The Contractor shall perform vehicle or equipment cleaning, with water only, in a designated, bermed area that will not allow rinse water to run off-site or into streets, gutters, storm drains or creeks.

Vehicle/Equipment Maintenance and Fueling

The Contractor shall perform maintenance and fueling of vehicles or equipment in a designated, bermed area or over a drip plan that will not allow run-off of spills into the storm water system.

Use secondary containment, such as a drip pan to catch leaks or spills any time that vehicle or equipment fluids are dispensed, changed or poured.

Keep a stockpile of spill clean up materials, such as rags or absorbents, readily accessible on site.

Clean up leaks and spills of vehicles or equipment fluids immediately and dispose of the waste and clean up materials as hazardous waste.

Do not wash any spilled material into streets, gutters from drains, or creeks and shall not bury spilled hazardous.

Report any hazardous materials spill to the City.

Inspect vehicles and equipment arriving on site for leaking fluids. Contractor shall promptly repair leaking vehicles and equipment. Drip pans shall be used to catch leaks until repairs are made.

Recycle waste oil and anti-freeze to the maximum practical extent.

Comply with Federal, State and City requirements or aboveground storage tanks.

Contractor Training and Awareness

The Contractor shall train all employees/subcontractors on the storm water pollution prevention requirements contained in these Specifications.

Inform subcontractors of the storm water pollution prevention contract requirements and include appropriate subcontract provisions to ensure that these requirements are met.

Post warning signs in areas treated with chemicals.

Paint new catch basins, constructed as part of the project, with "No Dumping" or as directed by the Engineer.

Activity Specific Requirements

The following requirements shall be met on all projects with the City which include the listed activities.

1. Dewatering Operation

A. Sediment Control

The Contractor shall route water through a control measure, such as a sediment trap, sediment basin trap, sediment basin to remove settleable solids before discharge to the storm drain system.

Approval of the control measures shall be obtained in advance from the Engineer.

Filtration of the water following the control measures may be required on a case-by-case basis.

If the Engineer determines that the dewatering operation would not generate an appreciable amount of settleable solids, the control measures requirement in (1) above may be waived.

The Contractor shall reuse water for other needs, such as dust control or irrigation to the maximum practicable extent.

B. Contaminated Groundwater

If the project is within an area of known groundwater contamination, then water from dewatering operations shall be tested before discharge. If the water quality meets Regional Water Control Board (RWQCB) standards, then it may be discharged to the storm drain.

Otherwise, the water shall be treated or hauled off-site for proper disposal.

2. Paving Operations

A. Project Site Management

When rain is forecast 24 hours or during wet weather, the Engineer may prevent the Contractor from paving.

The Engineer may direct the Contractor to protect drainage courses by using control measures, such as earth dike, straw bale and sand bag to divert run-off or trap and filter sediment.

The Contractor shall place drip pans or absorbent material under paving equipment when not in use.

The Contractor shall cover catch basins and maintenance holes when paving or applying a seal coat or tack coat.

B. Paving Waste Management

The Contractor shall not sweep or wash down excess sand or screenings (placed as part of a sand seal, chip seal or to absorb excess oil) into gutters, storm drains or creeks. Instead, the Contractor shall either collect the sand and screenings and return it to the stockpile or dispose of it in a trash container. The Contractor shall not use water to wash down fresh asphalt concrete pavement.

3. Saw Cutting

A. During saw cutting, the Contractor shall cover or barricade catch basins using control measures, such as filter fabric, straw bales, sand bags and fine gravel dam to keep slurry out of the storm drain system. When protecting a catch basin, the Contractor shall ensure that the entire opening is covered.

B. The Contractor shall shovel, absorb or vacuum saw cut slurry, and pick up waste before moving to the next location or at the end of each working day, whichever is sooner.

C. If saw cut slurry enters catch basins, the Contractor shall remove the slurry from the storm drain system immediately.

4. Contaminated Soil Management

A. On all projects involving grading or excavation, the Contractor shall look for contaminated soil as evidence by site history, discoloration, odor, differences in soil properties, abandoned

underground tanks or pipes or buried debris. If the project is not within an area of known soil contamination and no evidence of soil contamination is found, then testing of the soil shall only be required if directed by the Engineer. The Contractor shall follow Section 113-2,B.4.b below if contamination is found.

B. If the project is within an area of known soil contamination or evidence of soil contamination is found, then soil from grading or excavation operations shall be tested. The soil shall be managed as required by the Engineer.

5. Concrete, Grout and Mortar Waste Management

A. Material Management

The Contractor shall store concrete, grout and mortar away from drainage areas and ensure that these materials do not enter the storm drain system.

B. Concrete Truck/Equipment Wash Out

The Contractor shall not wash out concrete trucks or equipment into streets, gutters, storm drains or creeks.

The Contractor shall perform wash out of concrete trucks or equipment off-site or in a designated area on site where water will flow onto dirt or into a temporary pit in a dirt area. The Contractor shall let the water percolate into the soil and dispose of the hardened concrete in a trash container. If a suitable dirt area is not available, then the Contractor shall collect the wash water and remove it offsite.

C. Exposed Aggregate Concrete Wash Water

The Contractor shall avoid creating run-off by draining water from washing of exposed aggregate concrete to a dirt area. If a suitable dirt area is not available, then the Contractor shall filter the wash water through straw bales or equivalent material before discharging to the storm drain.

The Contractor shall collect and return sweepings from exposed aggregate concrete to a stockpile or dispose of the waste in a trash container.

6. Painting

A. Painting Clean Up/Designated Area

The Contractor shall conduct cleaning of painting equipment and tools in a designated area that will not allow run-on of storm water or run-off of spills.

The Contractor shall not allow wash water from cleaning of painting equipment and tools into streets, gutters, storm drain or creeks.

B. Water-Based Paint

The Contractor shall remove as much excess paint as possible from brushes, rollers and equipment before starting clean up.

To the maximum practicable extent, the Contractor shall dispose of ash water from aqueous cleaning of equipment and tools to the sanitary sewer. Otherwise, the Contractor shall direct wash water onto dirt area and spade in.

C. Oil-Based Paint

The Contractor shall remove as much excess paint as possible from brushes, rollers and equipment before starting clean up.

To the maximum practicable extent, the Contractor shall filter paint thinner and solvents for re-use.

The Contractor shall dispose of waste thinner and solvent and sludge from cleaning of equipment and tools and hazardous waste, as described in Section 113-2.A.2.c above.

D. Material/Waste Management

The Contractor shall store paint, solvents, chemicals and waste materials in compliance with the Marin County regulations and all applicable State and Federal regulations. The Contractor shall store these materials in a designated area which will not allow run-on of storm water or run-off of spills.

The Contractor shall dispose of excess thinners, solvents, oil and water-based paint as hazardous waste.

The Contractor shall dispose of dry, empty paint cans/buckets, old brushes, rollers, rags and drop cloths in the trash.

7. Earthwork

The Contractor shall maximize the control of erosion and sediment by using the BMP's for erosion and sedimentation in the California Storm Water Best Management Practice Handbook - Construction Activity.

13.04 MEASUREMENT AND PAYMENT

The contract lump sum price paid for **Bid Item 4 "Water Pollution Control"** shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work in providing, maintaining, removing, and disposal of erosion control measures, maintaining dust control measures, and submitting Water Pollution Control Plan as in these Specifications and no additional compensation will be allowed.

Payments for the lump sum item for Water Pollution Control shall be determined based on the percentage of the bid item work completed as determined by the Engineer at the time the progress payment is prepared.

END OF SECTION

SECTION NO. 14 – CLEAR AND GRUB (BID ITEM 5)**14.01 GENERAL**

All clearing and grubbing work shall be done in accordance with Section 17-2, "Clearing and Grubbing", of the State Revised Standard Specifications, these Technical Specifications, and as directed by the Engineer.

14.02 EXECUTION

Clearing and grubbing shall consist of (but not limited to) removing and disposing of vegetative growth and deleterious materials in tree wells, tree roots, grass, shrubs, plants, weeds, rocks, and all other objectionable material as required to construct the improvements, as shown on the plans and as specified in these Specifications. The Contractor shall remove and dispose all trees and plantings not shown on the plans which conflicts with the installation of the proposed improvements.

Contractor shall trim all vegetation which encroaches past the back of sidewalk throughout the project.

The Contractor shall take all reasonable precautions to restrict their operations to the least area of work possible, and shall not disturb public or private property beyond the limits of work. Relevant property boundaries and easement lines are shown on the Plans.

Prior to starting clearing and grubbing operations, the Contractor shall inform the Engineer of the intended limits of his/her clearing and grubbing operations and shall obtain the Engineer's approval on such proposed limits. The Contractor shall not clear and grub any area not essential to their construction obligations and protect from injury or damage resulting from his/her operations all vegetation, facilities, or improvements, which are to remain.

Contractor shall trim all vegetation to a 14-foot height back to the face of curb minimum along all streets to be paved before asphalt grinding and paving begins. Contractor may be required to trim back tree branches and bushes further to complete other work items and no additional compensation shall be provided.

All removed materials, unless otherwise indicated on the Plans or specified herein, shall become the property of the Contractor and they shall make arrangements for disposal outside the road right-of-way at a legal dumpsite.

14.03 MEASUREMENT AND PAYMENT

The contract price paid per square foot identified in the bid schedule **Bid Item 5 "Clear and Grub"** shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in clearing and grubbing, including the removal and disposal of the resulting material, as specified in the Revised Standard Specifications and these Specifications, and as directed by the Engineer and no additional compensation will be allowed.

END OF SECTION

SECTION NO. 15 – DISPOSAL OF MATERIALS**15.01 GENERAL**

The City has not made arrangements for disposal of material, which may include but is not limited to soil, concrete, asphalt, pipe, rock, and vegetation. All excess and unsuitable material shall be disposed of by the Contractor in a legal manner.

It shall be the responsibility of the Contractor to conduct tests to determine the level of contaminants present in the soil to be exported. Soil samples should be collected by a reputable testing firm and submitted to a state certified laboratory and analyzed for total petroleum hydrocarbons in the diesel (TPHd) and motor oil (TPHmo) ranges (EPA Test Method 8015), 17 California Assessment Manual (CAM) metals (EPA Test Method 6000/7000), organochlorine pesticides (EPA Test Method 8081), and polychlorinated biphenyls (PCBs) (EPA Test Method 8082), polynuclear aromatic hydrocarbons (PAHs) (EPA Test Method 8270SIM), and any other tests required by the receiver of the soil.

If soil is not tested, the Contractor shall assume that all soil has levels of contamination that exceeds environmental screening levels listed by the California Regional Water Quality Control Board for residential land use or commercial/industrial land use, but is non-regulated and non-hazardous. The material shall be stockpiled at the City Corporation yard or other preapproved area until soil can be tested. If soil tests find the soil is contaminated, all contaminated material shall be disposed of in a Class II landfill with all-weather access. All clean soil shall be disposed of at the local landfill.

Disposal of contaminated soil or contaminated groundwater which is encountered in the Work that has levels of contaminants sufficient to be considered a regulated hazardous waste will be as defined in Section 14-11 "Hazardous Waste and Contamination" of the State Standard Specifications and Paragraph U of the Standard Provisions.

The Contractor shall schedule the disposal of materials such that the stockpiled material does not impair access to the Corporation yard or the local disposal facility.

15.02 MATERIALS

NOT APPLICABLE

15.03 EXECUTION

NOT APPLICABLE

15.04 MEASUREMENT AND PAYMENT

Compensation for the provisions in this section shall be considered as included in the contract prices paid for the various bid items and no additional compensation will be allowed.

END OF SECTION

SECTION NO. 16 – REMOVE PAVEMENT DELINEATION AND MARKINGS (BID ITEM 6)**16.01 GENERAL**

All existing pavement delineation and pavement markings and markers, when no longer required for traffic lane delineation, shall be removed to the limits as shown on the plans or as directed by the Engineer, and properly disposed of. The pavement delineation and markers shall be maintained, as long as practical, until the removal is scheduled. Adequate lane markings and temporary traffic control shall be provided at all times.

Attention is directed to the Section 84-2, "Traffic Stripes and Pavement Markers," of the Standard Specifications and the section titled "Water Pollution Control," of these Special Provisions.

Nothing in these Special Provisions will relieve the Contractor's responsibilities as provided in the section titled, "Public Safety," of these Special Provisions.

16.02 MATERIALS

NOT APPLICABLE

16.03 EXECUTION

Existing thermoplastic traffic stripes, pavement markings and markers, and delineator posts, when no longer required for traffic lane delineation as directed by the Engineer, shall be removed and disposed of outside the right of way in accordance with the provisions in Section 13-4.03E(8) of the 2024 Standard Specifications, by industry standard grinding methods and must not be performed by using flame or heat methods.

Removal and disposal of yellow traffic stripes shall conform with the provisions of Section 14-11.2 of the 2024 Standard Specifications.

REMOVAL OF DEBRIS

All debris generated from this activity shall be hauled off-site at the end of each work day.

LEAD COMPLIANCE PLAN

Yellow thermoplastic and yellow paint traffic stripe exist along the length of the project. Residue produced when yellow thermoplastic and yellow paint are removed may contain heavy metals in concentrations that exceed thresholds established by the California Health and Safety Code and may produce toxic fumes when heated. The existing pavement markings must be tested for lead content. If the evaluation indicated elevated levels of lead and chromium, residue from the removed markings must be treated as a hazardous waste, and must be handled and disposed of in accordance with the requirements outlined below.

Prepare and submit a Lead Compliance Plan in accordance with Section 7-1.02K (6) (j) (ii) of the Standard Specifications. Before submission to the Engineer, the Lead Compliance Plan must be approved by an Industrial Hygienist certified in Comprehensive Practice by the

American Board of Industrial Hygiene. The Plan must be submitted to the Engineer at least 7 days prior to beginning removal of yellow thermoplastic and yellow paint. Perform all removal work according to the Plan.

The removed yellow thermoplastic and yellow paint must be disposed of at a Class 1 disposal facility or a Class 2 disposal facility permitted by the Regional Water Quality Control Board in conformance with the requirements of the disposal facility operator within 5 days after accumulating 220 pounds of residue and dust.

Where grinding or other methods approved by the Engineer are used to remove yellow thermoplastic and yellow painted traffic stripe, the removed residue, including dust, must be contained and collected immediately. Sweeping equipment must not be used. Collection must be by a high efficiency particulate air (HEPA) filter equipped vacuum attachment operated concurrently with the removal operations or other equally effective methods approved by the Engineer.

Where pavement markings have been removed, asphalt tack coat shall be applied over the removal areas.

16.04 MEASUREMENT AND PAYMENT

The contract lump sum price paid for **Bid Item 6 “Remove Pavement Delineation and Markings”** shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved as specified in the Standard Specifications and these Specifications, and as directed by the City Engineer and no additional compensation will be allowed.

END OF SECTION

SECTION NO. 17 – DEMOLISH AND REMOVE FACILITIES (BID ITEMS 7 – 15)

17.01 SCOPE OF WORK

The work shall consist excavation and disposal of removal and disposal of indicated trees; roadway and curbs and gutter within new asphalt roadway, median islands and sidewalk improvements; removal of existing guy wire connections, curb inlets, drop inlets, irrigation valves, removal of sidewalk and as shown on plans; removal of signs and luminaires.

17.02 MATERIALS

NOT APPLICABLE

17.03 EXECUTION

1. Remove Minor Concrete

Concrete sidewalk, roadway, curb and gutter, curb ramp, drainage structures, and hardscape, shall be removed as shown on the plans and in accordance with the provisions in Section 15-3, “Concrete Removal,” of the State Standard Specifications and these Special Provisions.

Concrete sidewalk, curb, and gutter shall be removed to the joint lines. Where no joints exist in the curb, gutter, or sidewalk on which concrete is to be removed, a straight, neat cut with a power-driven saw shall be made along said line to a minimum depth of 2-inches before removing concrete. Concrete saw cuts shall be at score marks.

Sidewalk, curb, gutter, hardscape or other miscellaneous concrete not identified on the plans for removal which is damaged as a result of the Contractor's operations shall be removed and replaced in kind at the Contractor's expense. Concrete removed shall be disposed of outside the street right of way in accordance with relevant sections of the State Standard Specifications.

Concrete removed shall be disposed of outside the street right of way in accordance with relevant sections of the State Standard Specifications.

2. Asphalt Concrete Pavement

The Contractor shall remove existing asphalt concrete and base material as shown on the plans for the purposes of installing new improvements. On the line at which the asphalt concrete is to be removed, a straight, neat cut, with a power driven saw (or other acceptable means) shall be made to the full depth of the existing asphalt concrete prior to the removal of the asphalt concrete pavement.

Removal operations shall be performed with minimum damage to any portion of the asphalt concrete pavement that is to remain in place. All damage to the existing asphalt concrete to remain in place shall be repaired to a condition equal to that existing prior to the beginning of removal operations at the Contractor's own expense.

Residue from cutting operations shall not be permitted to flow into storm drains or across lanes occupied by traffic and shall be removed from the pavement surface, concurrent with the cutting operation. All excavated material shall be removed and disposed of outside the right of way in accordance with relevant sections of the State Standard Specifications.

Surplus excavated material shall become the property of the Contractor and shall be disposed of outside the project site at the Contractor's own expense. No excavated material will be allowed to be stockpiled overnight in or adjacent to public rights-of-way, unless approved by the Engineer. If stockpile locations are approved, all stockpiles shall be properly covered and barricaded.

Unless otherwise provided for in these Special Provisions, the excavation may not be left without backfill during non-working hours except with prior written approval from the Engineer. Excavations left without backfill shall be barricaded and covered or otherwise protected to ensure public safety.

3. Existing Road Signs

Existing roadside signs shall not be removed until replacement signs have been installed or until the existing signs are no longer required for the direction of public traffic, unless otherwise directed by the Engineer. The signs to be removed shall be salvaged and shall be

returned to the City of Sausalito. The existing signs to remain shall be protected during construction.

Existing roadside signs, at locations shown on the plans to be salvaged, shall be removed, salvaged and delivered to City of Sausalito Corporation Yard at [530 Nevada Street Sausalito, CA 94965](#).

Existing sign posts to be removed in sidewalk areas shall be removed by cutting and grinding the posts flush with the grade of the sidewalk. Any holes or depressions shall be leveled with grout; vertical ledges or protrusions greater than 1/8" shall not be allowed.

Existing sign posts to be removed in all other areas shall be removed by cutting and grinding the posts down to the foundation. Any holes or depressions shall be leveled with grout; vertical ledges or protrusions greater than 1/8" shall not be allowed.

4. Existing Parking Meters

Contractor shall notify City staff within 14-days calendar days prior to parking meter removal. City staff shall remove the meter only. As indicated in the plans, the Contractor shall remove posts and concrete pad. The Contractor shall sawcut and replace existing concrete pavement section in-kind. The Contractor shall remove all concrete from post and coordinate with the Engineer for salvaging and/or disposal. New concrete pavement section shall be flush to existing grade with no tripping hazard remaining following construction. Any holes or depressions shall be leveled with grout. Vertical ledges or protrusions will not be allowed.

5. Tree Removal

Trees to be removed as indicated in the project plans.

Tree removal work will include grinding stumps and visible roots down to a minimum depth of one (1) foot below existing surface grade. Tree grindings and sawdust shall become property of the contractor and must be properly disposed of the same day as the tree removal.

6. Miscellaneous Removals

All removed material, unless otherwise indicated on the plans specified herein, shall become the property of the Contractor who shall dispose of same outside the right-of-way at a legal dumpsite.

Existing utilities encountered during construction shall be protected at all times. Each respective utility company shall operate solely their own utility.

Contractor shall remove, store, and reset border rocks and brick walls at back of curb as indicated in the plans.

17.04 MEASUREMENT AND PAYMENT

The contract price paid per square foot identified in the bid schedule **Bid Item 7 “Remove Asphalt Concrete – Depth of 4”** shall include full compensation for furnishing all labor, materials, tools, equipment, supervision, and incidentals and for doing all the work involved in removing existing asphalt concrete as specified in the Standard Specifications and these Specifications, and as directed by the Engineer as may be required to complete the work and no additional compensation will be allowed.

The contract price paid per square foot identified in the bid schedule **Bid Item 8 “Remove Asphalt Concrete and Base”** shall include full compensation for furnishing all labor, materials, tools, equipment, supervision, and incidentals and for doing all the work involved in removing existing asphalt concrete and base as specified in the Standard Specifications and these Specifications, and as directed by the Engineer as may be required to complete the work and no additional compensation will be allowed.

The contract price paid per square foot identified in the bid schedule **Bid Item 9 “Remove Concrete and Base”** shall include full compensation for furnishing all labor, materials, tools, equipment, supervision, and incidentals and for doing all the work involved in removing existing concrete and base as specified in the Standard Specifications and these Specifications, and as directed by the Engineer as may be required to complete the work and no additional compensation will be allowed.

The contract price paid per each identified in the bid schedule **Bid Item 10 “Remove Existing Drainage Inlet – Top 12”** shall include full compensation for furnishing all labor, materials, tools, equipment, supervision, and incidentals and for doing all the work involved in removing existing drainage inlets as specified in the Standard Specifications and these Specifications, and as directed by the Engineer as may be required to complete the work and no additional compensation will be allowed.

The contract price paid per each identified in the bid schedule **Bid Item 11 “Remove Luminaire”** shall include full compensation for furnishing all labor, materials, tools, equipment, supervision, and incidentals and for doing all the work involved in removing existing luminaires as specified in the Standard Specifications and these Specifications, and as directed by the Engineer as may be required to complete the work and no additional compensation will be allowed.

The contract price paid per each identified in the bid schedule **Bid Item 12 “Remove Parking Meter”** shall include full compensation for furnishing all labor, materials, tools, equipment, supervision, and incidentals and for doing all the work involved in removing existing parking meters as specified in the Standard Specifications and these Specifications, and as directed by the Engineer as may be required to complete the work and no additional compensation will be allowed.

The contract price paid per each identified in the bid schedule **Bid Item 13 “Remove Existing Pedestrian Push Button Post”** shall include full compensation for furnishing all labor, materials, tools, equipment, supervision, and incidentals and for doing all the work involved in removing existing pedestrian push button posts as specified in the Standard Specifications and these Specifications, and as directed by the Engineer as may be required

to complete the work and no additional compensation will be allowed.

The contract price paid per each identified in the bid schedule **Bid Item 14 “Remove Existing Sign, Post and Foundation”** shall include full compensation for furnishing all labor, materials, tools, equipment, supervision, and incidentals and for doing all the work involved in removing existing sign, post, and foundation as specified in the Standard Specifications and these Specifications, and as directed by the Engineer as may be required to complete the work and no additional compensation will be allowed.

The contract price paid per each identified in the bid schedule **Bid Item 15 “Remove Tree”** shall include full compensation for furnishing all labor, materials, tools, equipment, supervision, and incidentals and for doing all the work involved in removing existing trees as specified in the Standard Specifications and these Specifications, and as directed by the Engineer as may be required to complete the work and no additional compensation will be allowed.

END OF SECTION

SECTION NO. 18 – AC MICROSURFACE(BID ITEM 16)

18.01 GENERAL

The Contractor shall perform all work associated with Micro-Surfacing as shown and as specified herein including all labor, materials, equipment supplies, and facilities associated with providing a finished product satisfying all the requirements of the Contract Documents.

See Section 37-3.03: Micro-Surfacings and Section 32 17 23, Pavement Markings in the Standard Specifications.

18.02 MATERIALS

MICRO-SURFACING EMULSION

Micro-Surfacing emulsion shall be in accordance with Section 37-3.03B(2) of the Caltrans Standard Specifications with the exceptions noted in these specifications.

AGGREGATE

Aggregate shall be in accordance with Section 37-3.03B(3) of the Caltrans Standard Specifications.

MIX DESIGN

Mix design shall be in accordance with Section 37-3.03B(5) of the Caltrans Standard Specifications.

18.03 SUBMITTALS

The Contractor shall submit, at least seven (7) working days before microsurfacing placement commences, a laboratory report of test results and proposed mix design covering the specific materials to be used on the project. The percentage of asphaltic emulsion proposed in the mix design shall be within the percentage range specified herein.

18.04 EXECUTION

General requirements

The application of microsurface slurry shall conform to Section 37-3.03 of the Caltrans Standard Specifications with the exceptions noted in these Specifications.

The slurry shall be placed at a rate to produce 10 to 13 pounds of aggregate per square yard for Type II slurry, as required in these Specifications. The complete mixture shall be such that the slurry seal mixture has proper workability and will permit traffic flow within two (2) hours after placement without the occurrence of bleeding, raveling, polishing, separation, or other distress within 30 days after its placement.

Asphaltic emulsion shall be added at a rate of between 5.5 to 1.05 percent by weight of the dry aggregate. The extract rate will be determined by the Engineer. The quantity of asphaltic emulsion to be used in the slurry mixture will be determined by the design asphalt binder content, as approved by the Engineer, and the asphalt solid content of the asphaltic emulsion furnished.

The Contractor shall sweep all micro-surfaced streets seven (7) days after the application of micro-surface slurry with a power sweeper.

Proportional mixing

The proportional mixing of slurry seal shall conform to Section 37-3.03B and 37-3.03C of the Caltrans Standard Specifications.

The mixer shall thoroughly blend all materials to form a homogenous mass before leaving the mixer.

Surface preparation

All existing striping and pavement markers shall also be removed prior to the application of the slurry seal. The slurry shall be applied within 72 hours after the removal of pavement striping marker.

The complete street surface shall be power swept from face of curb to face of curb prior to the application of micro-surface slurry. The Contractor shall provide cleaning method necessary to remove all dirt, vegetation, and loose materials from the pavement.

All material gathered shall be properly disposed of by the Contractor. The Contractor shall remove all plant material growing in the street or on the interface of the asphalt surface with the lip of concrete gutter prior to placing slurry.

Immediately preceding the slurry seal application, the Contractor shall cover all grates, slotted manholes, and other appurtenances on the pavement that would allow the entry of slurry; cover all manhole covers, water and gas valve box covers, monuments boxes, grates and other exposed facilitates with plastic oil resistant construction paper secured by tape or adhesive. The Contractor prior to the final set of the slurry shall uncover all covered manholes, valves, grates and boxes. All uncovered items shall be clean and meet the requirement of the Project Inspector.

All catch basin grates and hoods adjacent to the work or within 50 feet shall be covered to prevent slurry from entering the catch basin.

Spreader box

The slurry mixture shall be spread by means of a controlled spreader box conforming to Section 37-3.03C of the Caltrans Standard Specifications.

The spreader box shall be clean and free of all slurry seal and emulsion at the start of each working shift.

Sand blotter

A sand blotter shall be spread at selected driveways, intersections, and where required by the Engineer to accommodate pedestrian or vehicular traffic until the slurry set.

Application of micro-surface slurry

The surface shall be fogged with water directly preceding the spreader. The slurry mixture shall be of the desired consistency when deposited on the surface. Total time of mixing shall not exceed four (4) minutes. A sufficient amount of slurry shall be carried in all parts of the spreader at all times so that the complete coverage is obtained. No lumping, balling or unmixed aggregate shall be permitted. No segregation of the emulsion and aggregate fines from the coarse aggregate will be permitted. If coarse aggregate settles to the bottom of the mix, the slurry will be removed from the pavement. No excessive breaking of the emulsion will be allowed in the spread box. No streaks such as those caused by oversize aggregate will be left in the finished pavement.

The entire pavement, including the area around curb return shall be covered from gutter lip to gutter lip. The ends of micro-surfaced streets shall be a clean, straight line created by placing 15 lb felt paper with a 30 in. minimum width to create the line.

Longitudinal joints must correspond with lane lines. You may request other longitudinal joint patterns if they do not adversely affect the slurry seal.

Spread micro-surface slurry in full lane widths. Do not overlap slurry seal between adjacent lanes more than 3 inches.

Use kraft paper at transverse joints and over previously placed slurry seal to prevent double placement. Remove the paper after use. Use hand tools to remove spillage.

No excessive buildup, or unsightly appearance shall be permitted on longitudinal or transverse joints. Burlap drags shall be used and changed daily.

Approved squeegees shall be used to spread slurry in non-accessible areas to the slurry mixer. Care shall be exercised in leaving no unsightly appearance from handwork.

Slurry application will be stopped to allow sufficient time to allow slurry to cure prior to opening streets to traffic. Protect the slurry seal from damage until it has cured.

All gutter spills must be cleaned immediately.

Weather limitations

Only place micro-surfacing if both the pavement and air temperatures are at least 50 degrees Fahrenheit and rising. The expected high temperature must be at least 65 degrees Fahrenheit within 24 hours after placement.

Do not place micro-surfacing if rain is imminent or the air temperature is expected to be below 36 degrees Fahrenheit within 24 hours after placement.

Slurry repair

In the event that the applied micro-surface slurry surface violates the project requirements or has the following conditions:

1. Tire or wheel marks
2. Longitudinal ridges
3. Picked up or raveled areas
4. Transverse ridges or bumps
5. Washboarding or excessively rough sand blotters

The micro-surface slurry shall be repaired as follows:

1. The micro-surface slurry shall be removed by a "PENHALL PROFILER" or equal and a full lane width pass of slurry applied in full compliance with these specifications.
2. The Engineer may omit removal of the affected slurry if it would not affect the repair.

Striping

Temporary striping and legends shall be placed on the newly micro-surfaced streets prior to the release of streets to traffic. These materials must be submitted to the Engineer for approval prior to installation.

Permanent striping shall be installed after seven (7) days but no later than ten (10) days after the microsurface is complete in accordance with Section 32 17 23, Pavement Markings.

18.05 MEASUREMENT AND PAYMENT

The contract per square yard paid for **Bid Item 16 “AC Microsurface”** shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved as specified in the Standard Specifications and these Specifications, and as directed by the City Engineer and no additional compensation will be allowed.

END OF SECTION

SECTION NO. 19 – HOT MIX ASPHALT (TYPE A) (BID ITEM 17)

19.01 GENERAL

This work includes producing and placing Hot Mix Asphalt (HMA) base and surface courses using the Standard Process, and producing and placing HMA leveling courses and Minor HMA using the Method Process as indicated herein.

Comply with Section 39, “Hot Mix Asphalt,” of the 2022 Standard Specifications except as modified in these special provisions.

19.02 SUBMITTALS

Submit JMF information on Form CEM-3511 and Form CEM-3512. Submit Form CEM-3513 or CEM-3514 for mixes that have been verified within last 12 months. Provide most recent CEM-3513 if mix has not been verified within the last 12 months. For unverified mixes or out of date mix tests, final acceptance will be based on production startup tests and Contractor will be paving at their own risk.

Submit Quality Control Plan that conforms to the current Caltrans Quality Control Plan Review Checklist for Hot Mix Asphalt. Allow 20 calendar days for review.

Material Delivery Tickets shall be submitted daily.

Contractor shall submit all quality control field test results daily and laboratory test results within 5 calendar days of sampling.

19.03 MATERIALS

1. Asphalt Binder

The grade of asphalt binder mixed with aggregate for all HMA Type A shall be PG 64-16.

2. Aggregate

The hot mix asphalt to be used will be as follows unless modified by the plans, these special provisions, or the Engineer:

Leveling Course:	3/8 inch, Type A
Base Course:	1/2 inch, Type A
Surface Course:	1/2 inch, Type A

3. Mix Properties

Mix voids shall be targeted at 3.5%.

The allowable production range for mix voids shall be 2.0% to 5.0%.

The mix shall include 0.5% liquid antistrip. No warm mix additive shall be allowed.

4. Delivery Tickets

Material Delivery Tickets shall be submitted daily. Each delivery ticket shall include information on the material type, binder type, oil content, and the mix design number. Material delivered to the project without such annotations shall be subject to rejection.

19.04 EXECUTION

1. Surface Preparation

The work shall consist of preparing the existing street surfaces prior to the commencement of paving. Such work shall include removing raised pavement markers, removing thermoplastic traffic markings and legends, controlling nuisance water, sweeping, watering, and removing loose and broken pavement and foreign material as specified in the Standard Specifications and these Technical Provisions, and as directed by the Engineer.

All vertical edges to be paved against shall be tack coated. These include, but are not limited to, curb faces, gutter lips, swale edges, cross gutter edges, and pavement edges. **In additional, all horizontal surfaces to be paved on shall be tack coated. These include, but are not limited to, existing and cold planed surfaces, and leveling, base, and intermediate courses.**

Tack coat shall be utilized and shall be either emulsified asphalt Grade RS-1, RS-1h, SS-1, or SS-1h conforming to Section 94, "Asphaltic Emulsions," or paving grade asphalt conforming to Section 92, "Asphalts Binder."

The asphalt tack coat shall be placed with a calibrated distributor truck per Subsection 93-1.03C of the Standard Specifications, unless otherwise specified by the Engineer. The application temperature of the asphalt emulsion shall be 300 degrees Fahrenheit minimum and 375 degrees Fahrenheit maximum.

All cold joints, both longitudinal and transverse, shall be heated with a torch immediately prior to paving. Cold joints include previous passes placed more than three hours prior. All cold joints shall be tack coated.

2. Leveling, Transitions, and Hot Mix Asphalt Fills

A leveling course of variable thickness shall be placed and compacted prior to placing the surface course at locations where directed by the Engineer. The leveling course will be used to correct pavement irregularities such as rutting, variable cross slope, or variable longitudinal slope. Where two overlays of different thickness abut at a longitudinal joint, the Contractor shall add to the thinner leveling course section to match the thicker lift and provide a smooth transition and uniform cross-fall. Cold planing ridges or other rises in the pavement surface may be required by the Engineer. The Engineer will determine the exact limits and thickness of the leveling courses, hot mix asphalt fills, and transitions.

The Contractor shall construct temporary pavement transitions at all paving conforms, planned edges, cross gutters, and commercial and residential driveways with drop-offs greater than 1-3/4 inch, prior to allowing traffic onto the paved surface. Temporary pavement transitions shall have a maximum slope of 20:1 or as approved by the engineer and be constructed on Kraft paper or other suitable bond breaker such that upon removal of the temporary pavement transition, a clean notch remains. The temporary transitions may be constructed of either cold mix or hot mix. A tack coat is required on the transition area prior to final paving.

The Contractor shall continuously maintain the temporary pavement until final paving. Each temporary transition shall be inspected by the Contractor and repaired as necessary to comply with these provisions at the end of each day including weekends and holidays.

Failure to comply with these provisions will result in a liquidated damage of \$250 per day per transition and/or the cost of City crews making the repairs if necessary, to correct for public safety.

3. Layout

The Contractor shall layout and mark the location of the edges of the paving passes of the surface course to match the new layout of the lane lines. The layout shall be made at least 24 hours prior to paving. The layout shall be approved by the Engineer prior to paving.

If the striping is to remain unchanged, the edges of the paving passes shall conform to existing lane edges.

In all cases where practical, each lane shall be paved in a single pass. In tapered transition areas, the shoulder areas shall be paved first, then the through lane shall be paved immediately after the shoulder paving.

For paving which incorporates new quarterpoints or grade breaks due to keycuts or other conditions, the Contractor shall provide equipment capable of adjusting to the new surface profile at the appropriate locations. The profile adjustments shall be within twelve inches of the actual gradebreak or quarterpoint.

The Contractor shall take sufficient measurements during laydown to ensure that the full design hot mix asphalt layer depth is provided at each quarterpoint, gradebreak, or transition. Failure to provide the design depth at these areas will result in rejection of the work. Correction of this rejected work will include milling out the new hot mix asphalt from the road edge to the centerline or nearest inside lane line and repaving. The minimum length of the milled and corrected area shall be fifty feet.

4. Tolerances

The finished hot mix asphalt surface shall be flush with or no greater than 1/4 inch (0.02 feet or 6 mm) above, the gutter lips. The finished pavement surface shall not be lower than the gutter lips.

The average pavement thickness shall be equal to the specified thickness for the project.

For total pavement thicknesses of less than four inches, the minimum allowable thickness will be 1/4 inch less than that specified.

For total pavement thicknesses of four inches or more, the minimum allowable thickness will be 1/2 inch less than that specified.

5. Automatic Screed Controls

For all main line street or roadway paving with single lane length exceeding 300 feet, automatic screed controls shall be required. Automatic screed controls shall not be required for the paving of parking lots, intersections, cul-de-sacs, alleyways or other irregular areas.

In addition to the requirements in Section 39-1.10 and 39-1.11 of the Standard Specifications, hot mix asphalt shall be placed with spreading equipment equipped with fully automatic screed and grade sensing controls which shall control the longitudinal grade of the screed. Automatic controls shall conform to and be operated in accordance with the provisions herein.

Unless approved otherwise, ski-type devices with a minimum length of 30 feet shall be used to provide a reference for the grade sensor. Skis shall be constructed and installed in such a manner that a reference to the average elevation of the existing pavement, along the length of the ski, is maintained at the sensor point. When placing surfacing adjacent to surfacing previously placed in conformance with these provisions, a joint matching shoe of adequate size and type to properly sense the grade of the previously placed mat may be used in lieu of the 30-foot ski.

The ski shall be mounted at a location which will provide an accurate reference for the surfacing being placed. This may require the ski to be mounted ahead of and inside the outer limits of the screed. Automatic cross slope control may be accomplished by use of a ski and grade sensor on each side of the paving machine.

Automatic screed controls shall be installed in such a manner that the occasional manual adjustments necessary to maintain the altitude of the screed parallel to the underlying pavement are readily accomplished. Automatic screed controls shall be installed so that with

little or no delay, use of the automatic controls can be discontinued, and the screed controlled by manual methods.

If it is determined by the Engineer that the existing grade and cross slope are too irregular for the automatic controls to provide the quality of work required, the use of the automatic controls shall be discontinued, and the spreading equipment adjusted by manual methods. Use of automatic controls shall resume when the Engineer has determined that it is again practical and so orders.

6. Compacting

Rolling shall be performed as indicated in the referenced Caltrans specifications. The roller water shall contain a soap type compound to prevent sticking of the HMA material to the rollers. The soap type compound shall not damage the HMA or impede the bonding of layers.

The number of rollers required for each paving operation shall be such that all rolling for density can be completed before the temperature of the hot mix asphalt mixture drops below 240 degrees Fahrenheit.

Breakdown rolling shall commence when the hot mix asphalt is placed. Rolling shall be accomplished with the drive wheel forward and with the advance and return passes in the same line.

For leveling courses, breakdown rolling shall consist of three coverages with an 8 to 12-ton pneumatic roller followed by a finishing coverage with a steel wheel roller. The rolling may begin with a single pass of a steel wheel roller until the pneumatic has sufficient opportunity to warm up to avoid tracking and picking up material from the mat. The pneumatic roller tires shall be treated with a non-petroleum based product to prevent pickup. Failure to successfully provide for breakdown rolling with the pneumatic roller after a reasonable warm up time will be cause for termination of paving activities until the Contractor can provide equipment which will perform without pickup.

The Contractor shall have hand-compaction equipment immediately available for compacting all areas inaccessible to rollers. Hand-compaction shall be performed concurrently with breakdown rolling. If for any reason hand-compaction falls behind breakdown rolling, further placement of hot mix asphalt shall be suspended until hand-compaction is caught up. Hand-compaction includes vibraplates and hand tampers. Hand torches shall be available for rework of areas which have cooled.

After compaction, the surface texture of all hand work areas shall match the surface texture of the machine placed mat. Any coarse or segregated areas shall be corrected immediately upon discovery. Failure to immediately address these areas shall cause suspension of hot mix asphalt placement until the areas are satisfactorily addressed, unless otherwise allowed by the Engineer.

7. Contractor Quality Control

The HMA shall be verified by the engineer prior to placement on the jobsite. If agreed to by the Contractor and the Engineer, the production start-up may be used for verification. If the production start-up is used for verification the Engineer may require removal and replacement of the HMA, at their discretion, in the event of verification failure.

Contractor quality control testing is required. If the Contractor fails to submit quality control results to the engineer within 72 hours of HMA placement, the Contractor waives all rights to dispute the Engineer's results. In the event of asphalt binder or Hamburg wheel track testing by the Engineer, the Contractor has 5 days to submit their test results from the time the Engineer informs the Contractor that they are performing testing or the Contractor waves the right to dispute the Engineer's results.

The Engineer shall test for conformance with aggregate quality characteristics at the beginning of the project.

The Engineer shall test air void content, Hveem stability, and voids in mineral aggregate (VMA) a minimum of once per day.

The Engineer may sample the hot mix asphalt from truck beds at the plant, from the hopper of the paving machine, or from the mat behind the paver at the discretion of the Engineer. The Contractor shall facilitate the sampling process.

8. Engineer's Acceptance

A. General

The City shall be notified 48-hours prior to scheduling pavement placement so that Quality Assurance personnel can be scheduled.

B. Materials Acceptance

The Engineer may withhold acceptance in the event of any failing test result until the Contractor has addressed the failing material to the Engineer's satisfaction.

C. Compaction Acceptance

Sublots to determine compaction testing shall be based on the following:

- Each 750 tons, or part thereof, placed on an individual street in a paving day. If over 750 tons are placed in a single paving day on an individual street, up to 150 tons over 750 tons can be moved in to the previous 750 ton subplot.
- If multiple streets are paved in a day, each street will be considered its own subplot with multiple sublots on streets where greater than 750 tons are placed.

The in-place density shall be between 92.0 percent and 97.0 percent of maximum theoretical unit weight using a nuclear gauge. Gauge compaction testing shall be performed in

accordance with CTM 375. Final compaction is based on the average nuclear gauge results for the subplot. The nuclear gauge will be core correlated the first day of paving.

If nuclear gauge compaction testing results are failing, the contractor can request coring to verify the results. Three cores will be sampled for each subplot and the average of the three cores for each subplot will determine the in-place density. The core locations will be determined using random sampling charts in CTM 375. The engineer will mark the core locations.

Cores may be taken up to 5 calendar days after placement and may be 4 or 6 inches in diameter. The Engineer shall provide results within 3 working days of receiving the cores.

Passing cores shall be paid for by the owner. Failing cores will be paid for by the Contractor. If the core testing produces both passing and failing cores, the cost will be prorated between the contractor and the owner.

Contractor shall core the full depth of the new overlay and existing asphalt layers and backfill the cores holes with rapid set concrete. The cores shall be sawcut at the new overlay line prior to testing. Failure to backfill the core holes on the same day as the coring is performed will subject the Contractor to liquidated damages in the amount of \$250 per day per location.

For the percent of maximum theoretical density, the following table shall apply to deductions for average compaction of a subplot:

Reduced Payment Factors for Percent of Maximum Theoretical Density

HMA Type A Percent of Maximum Theoretical Density	Reduced Payment Factor	HMA Type A Percent of Maximum Theoretical Density	Reduced Payment Factor
92.0	0.0000	97.0	0.0000
91.9	0.0125	97.1	0.0125
91.8	0.0250	97.2	0.0250
91.7	0.0375	97.3	0.0375
91.6	0.0500	97.4	0.0500
91.5	0.0625	97.5	0.0625
91.4	0.0750	97.6	0.0750
91.3	0.0875	97.7	0.0875
91.2	0.1000	97.8	0.1000
91.1	0.1125	97.9	0.1125
91.0	0.1250	98.0	0.1250
90.9	0.1375	98.1	0.1375
90.8	0.1500	98.2	0.1500
90.7	0.1625	98.3	0.1625
90.6	0.1750	98.4	0.1750
90.5	0.1875	98.5	0.1875
90.4	0.2000	98.6	0.2000
90.3	0.2125	98.7	0.2125
90.2	0.2250	98.8	0.2250
90.1	0.2375	98.9	0.2375
90.0	0.2500	99.0	0.2500

< 90.0	Remove and Replace	> 99.0	Remove and Replace
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19.05 MEASUREMENT AND PAYMENT

The contract price paid per ton identified in the bid schedule **Bid Item 17 “Hot Mix Asphalt (TYPE A)”** shall include full compensation for furnishing all labor, materials, tools, equipment, supervision, and incidentals and for doing all the work involved in removing existing trees as specified in the Standard Specifications and these Specifications, and as directed by the Engineer as may be required to complete the work and no additional compensation will be allowed.

END OF SECTION

SECTION NO. 20 – AGGREGATE BASE (BID ITEM 18)

20.01 GENERAL

The work to be performed shall consist of furnishing, spreading, and compacting aggregate base course for pavements as indicated.

20.02 SUBMITTALS

Contractor shall provide submittal for each Respective manufacturer’s product data for manufactured products.

20.03 MATERIALS

1. Aggregate Base Material - Class 2 aggregate base shall be free of vegetable matter and other deleterious substances. Coarse aggregate, material contained on the No. 4 sieve, shall consist of material of which 25 percent by weight shall be crushed particles as determined by California Test Method No. 205. Class 2 aggregate base shall conform to one of the following gradings, determined in accordance with California Test Method No. 202:

Percentage Passing Sieves for ¾” maximum
Sieve Sizes

2 inch	----
1 ½ inch	----
1 inch	100
¾ inch	90-100
No. 4	35-60
No. 30	10-30
No. 200	2-9

Class 2 aggregate base shall conform to the following additional requirements:

Tests	Test Method No. Calif.	Requirements
Resistance (R-Value)	301	78 min.
Sand Equivalent	217	22 min.

Tests	Test Method No. Calif.	Requirements
Durability Index	229	35 min.

Contractor may use recycled class 2 aggregate base for all underground applications. Any class 2 aggregate base used on the surface must be virgin.

Source Quality Control - Submit certificate of compliance for approval prior to installation of material.

20.04 CONSTRUCTION

1. Examination - Call for an inspection by the Engineer and obtain written acceptance of the prepared subgrade or subbase before proceeding with the placement of aggregate base course.

The subgrade or subbase to receive aggregate base course, immediately prior to spreading, shall conform to the compaction and elevation tolerances indicated for the material involved and shall be free of standing water and loose or extraneous material.

2. Installation Standards - Aggregate base course shall be applied over the prepared subgrade or subbase and compacted in accordance with Section 26 of the Revised Standard Specifications or as approved by the Geotechnical Engineer

Aggregate base course shall be minimum uniform thickness after compaction of dimensions indicated. Aggregate base shall be used to raise grade for new concrete flatwork or where existing base material is unsuitable as determined by the geotechnical engineer. Unsuitable material is defined as material the Engineer determines to be:

1. of such unstable nature as to be incapable of being compacted to specified density using ordinary methods at optimum moisture content; or
2. too wet to be properly compacted and circumstances prevent suitable in-place drying prior to incorporation into the work; or
3. otherwise unsuitable for the planned use.

3. Spreading of Material - Aggregate for base course shall be delivered as uniform mixture of fine and coarse aggregate and shall be spread in layers without segregation.

Aggregate base course material shall be free from pockets of large and fine material. Segregated materials shall be remixed until uniform.

Aggregate base material shall be moisture-conditioned to near optimum moisture content in accordance with the applicable requirements of Section 17 of the Revised Standard Specifications.

Aggregate base course six inches and less in thickness may be spread and compacted in one layer. For thicknesses greater than six inches, the base course aggregate shall be spread and compacted in two or more layers of uniform thickness not greater than six inches each.

4. Compaction - Relative compaction of each layer of compacted aggregate base material shall be not less than 95 percent based on maximum dry density as determined by ASTM D1557 or as noted in the design plan.

Thickness of finished base course shall not vary more than 3/4 inch from the indicated thickness at any point. Base which does not conform to this requirement shall be reshaped or reworked, watered, and recompacted to achieve compliance with specified requirements.

The surface of the finished aggregate base course at any point shall not vary more than 3/4 inch above or below the indicated grade.

5. Field Quality Control - Perform field tests in accordance with California Test Method No. 216 as directed by the Geotechnical Engineer to determine compliance with specified requirements for density and compaction of aggregate base material.

20.05 MEASUREMENT AND PAYMENT

The contract per ton paid for **Bid Item 18 "Class 2 Aggregate Base"** shall include full compensation for all labor, materials, tools, equipment, and incidentals to do the work involved with material submittals, construction and disposal, subgrade preparation, moisture-conditioning, compaction, and independent quality control testing and all other items pertaining to aggregate base as shown on the plans, as specified by the current edition of the Caltrans Standard Specifications, these special specifications, and as directed by the Engineer.

Payment for aggregate base involved within the work under **SECTION NO.24 – MINOR CONCRETE** of these specifications shall be considered as included in the contract prices paid for within bid items under **SECTION NO.24 – MINOR CONCRETE** and no additional compensation will be allowed therefor.

END OF SECTION

SECTION NO. 21 – STAMPED ASPHALT (REVOCABLE ITEM) (BID ITEM 19)

21.01 GENERAL

Decorative inlaid asphalt shall consist of a durable inlaid aggregate reinforced preformed thermoplastic pavement marking system (herein "System") that provides a textured, highly attractive and durable topical treatment to the surface of the asphalt pavement.

The System is intended for use on asphalt pavements to create traffic calming solutions for decorative crosswalks, medians, and intersections. It is applied to pavement to create functional and decorative crosswalks and intersections, as shown on the Contract Drawings.

All System materials shall be produced under a quality system as specified in this section and designed to provide durability, load carrying capacity and architectural compatibility with the environment. All raw materials shall be carefully graded for consistency and quality to obtain the highest standards.

The System shall be installed to the existing substrate.

Only accredited decorative inlaid asphalt system installers authorized by the manufacturers of the decorative inlaid asphalt product may perform this work.

21.02 SUBMITTALS

1. Product Data: For each type of product per manufacturer's offering.
2. Manufacturer Data: System type and product type
3. Samples for Initial Selection: For each type of product requiring color selection. Samples for Verification: For each pattern and color in manufacturer's standard sizes.
4. The Accredited Installer shall provide written proof of their accreditation.
5. The Accredited Installer shall gain confirmation of correct stamping pattern(s) and colors from the City Engineer prior to starting the Work.
6. The Accredited Installer shall supply three references of work of a similar nature.
7. The System manufacturer must be ISO9001:2015 certified for design, development and manufacturing of preformed thermoplastic, and provide proof of current certification.
8. Shop Drawings: Indicate inlaid patterns, colors, and dimensions to adjacent work

21.03 QUALITY ASSURANCE

A. Installer Qualifications: Inlaid-asphalt manufacturer's authorized installer who is trained and approved for installation of inlaid asphalt required for this Project.

B. Regulatory Requirements: Comply with materials, workmanship, and other applicable requirements of these specification and state standards for inlaid asphalt work.

21.04 MATERIALS

1. Manufacturer

A. Basis of Design -Ennis-Flint, Inc. TrafficScapes® - Duratherm® inlaid surface system.
Contact www.ppg.com

2. Decorative Inlaid Asphalt Material

A. Preformed Thermoplastic Material: Must be composed of an ester modified rosin impervious to degradation by motor fuels, lubricants, etc. in conjunction with aggregates, pigments, binders, and anti-skid/anti-slip elements. Pigments and anti-skid/anti-slip elements must be uniformly distributed throughout the material. The material conforms to AASHTO designation M249, with the exception of the relevant differences due to the

B. Material being supplied in a preformed state, being non-reflective, and potentially being of a color different from white or yellow.

C. The System shall utilize a resilient, aggregate reinforced preformed thermoplastic product which contains a minimum of thirty percent (30%) intermixed anti-skid/anti-slip elements and where the top surface contains anti- skid/anti-slip elements. These anti-skid/anti-slip elements must have a minimum hardness of 6 (Mohs scale).

D. The System must be resistant to the detrimental effects of motor fuels, antifreeze, lubricants, hydraulic fluids, etc.

E. Pigments:

a. White: The material shall be manufactured with sufficient titanium dioxide pigment to meet FHWA Docket No. FHWA-99-6190 Table 5 and Table 6 as revised and corrected.

b. Other Colors: The pigment system must not contain heavy metals nor any carcinogen, as defined in 29 CFR 1910.1200 in amounts exceeding permissible limits as specified in relevant Federal Regulations.

F. Skid Resistance: The surface of the material shall contain factory applied anti-skid/anti-slip elements with a minimum hardness of 6 (Mohs scale). Upon application the material shall provide a minimum skid resistance value of 60 BPN when tested according to ASTM E 303.

G. Slip Resistance: The surface of the material shall contain factory applied anti-skid/anti-slip elements with a minimum hardness of 6 (Mohs scale). Upon application the material shall provide a minimum static friction of coefficient of 0.6 when tested according to ASTM C 1028 (wet and dry), and a minimum static coefficient of friction of 0.6 when tested according to ASTM D 2047.

H. Thickness: The material must be supplied at a minimum thickness of 90 mil (2.3mm).

I. Environmental Resistance: The material must be resistant to deterioration due to exposure to sunlight, water, salt or adverse weather conditions and impervious to oil and gasoline.

3. Decorative Inlaid Asphalt Material Stamping Template

A. A plastic template is required in the execution of the System. The template is used after the pre-heating of the asphalt surface and impressing the defined patterns prior to the preformed thermoplastic is applied. The plastic template standard thickness will be 150mil (3.8mm) and a custom thickness of 188mil (4.8mm). The plastic templates are distributed by the System manufacturer.

4. Heating Equipment

A. System-specific reciprocating infrared heating equipment is designed specifically to elevate the temperature of the preformed thermoplastic material and asphalt pavement without adversely affecting it. The primary heating unit must employ a bank of propane-fired infrared heaters, mounted on a track device that allows the heater bank to reciprocate back and forth over a designated area, thereby allowing the operator to monitor the temperature of the preformed thermoplastic at all times during the pavement heating process.

B. A smaller, mobile infrared heater is designed specifically to heat areas such as borders and narrow areas that are inaccessible to the primary heaters. This secondary heater also allows the operator to monitor the temperature of the preformed thermoplastic at all times during the heating process.

5. Materials Aggregate

A. Supplemental anti-skid/anti-slip elements to be applied to the surface of the molten preformed thermoplastic as needed, if the factory applied anti-skid/anti-slip elements embed too deeply into the surface of the molten preformed thermoplastic material during the heating process. (Embedded aggregate is exposed upon wear for extended skid resistance.) The aggregate is distributed by the System manufacturer.

6. Patterns and Color

A. Patterns and colors are described below:

a. Decorative inlaid asphalt

Pattern: Herringbone

Pattern Color: Standard Heritage Red

B. Contractor shall verify all colors and patterns with owner's representative prior to placement.

7. Shelf and Storage

A. The shelf life of decorative inlaid asphalt materials is two years provided it is protected from the weather, specifically UV degradation and rain. The materials are to be stored in their original packaging and kept dry under cover and or as per manufacturer's specifications.

expense.

21.05 EXECUTION

1. Environmental Limitations

Proceed with inlaid pavement only when air temperature is at least 45 deg F (7.2 deg C) and rising. Proceed only if no precipitation is expected. Ensure there is no moisture in the substrate prior to application. Ground should not have any frost or moisture present. High winds could also affect the installation of the impressed material.

2. Examination

- A. Verify that pavement is dry and in suitable condition to begin the impressing process according to manufacturer's written instructions.
- B. Proceed with asphalt impressing only after unsatisfactory conditions have been corrected.
- C. Verify that utilities, traffic loop detectors, and other items requiring a cut and installation beneath the asphalt surface have been completed and that asphalt surface has been repaired flush with adjacent asphalt prior to beginning installation of impressed asphalt.

3. Decorative Inlaid Asphalt Markings

- A. The System must be able to be applied to asphalt surfaces with pre-heating the application surface to a specific temperature.
- B. The System is applied to asphalt pavement primarily using reciprocating infrared heating equipment. An approved hand-held propane heat torch distributed by the System manufacturer shall be used to heat isolated areas of the preformed thermoplastic.
- C. Specialized handheld finishing tools, aggregate and vibratory plate compactors are used as part of the installation process
- D. The aggregate reinforced preformed thermoplastic is typically supplied in panels measuring 2 ft. x 2 ft. [\pm Ys in.] (.61m x .6 lm [\pm 3mm]).
- E. The System is available in a variety of standard colors and patterns. Color can be used to create patterns within the crosswalk area to reflect the typical white crosswalk for additional visibility and awareness.
- F. The material must be able to be applied at ambient and road temperatures with a minimum temperature of 45°F (7°C) and rising.
- G. The substrate is pre-heated to the required temperature prior to stamping the Durathenn template The Durathenn template is stamped using a vibratory plate compactor, the

templates are removed from the asphalt surface, and the Duratherm preformed inlaid thermoplastic material is placed in the area where the stamping took place and positioned properly on the asphalt substrate with the aggregate side facing up. The preformed thermoplastic is then heated to the required melting temperature. Additional aggregate may be applied to the preformed thermoplastic surface as needed following the melting process.

H. The preformed thermoplastic material is then allowed to cool thoroughly before being opened to vehicle or pedestrian traffic. (Consult the manufacturer's published application procedures for complete information.) The timing of opening traffic will be subject to exterior temperature conditions. More time may be required in hot weather. The Accredited Installer can advise when the work is ready for traffic.

I. Install Premark® White 125mil preformed thermoplastic material with glass beads as the transverse lines on the outside areas of the installed Duratherm® marking system as required to meet MUTCD requirements.

J. Duratherm inlaid surface system may not be applied to Portland concrete cement surfaces.

4. Inlaid Asphalt

A. General: Inlaid asphalt according to manufacturer's written instructions, using manufacturer's recommended equipment.

B. PRE-CONDITIONS: Decorative inlaid asphalt shall be installed over new pavement. The pavement must be firm, stable and in excellent condition; it must be free from defects such as cracks, settlement, visible seams, ruts, bird baths and spalling.

a. Cracking, settlement and other deficiencies of the substrate will likely reflect through the decorative preformed thermoplastic. Good and proper construction procedures for the installation of the substrate must be followed in order to mitigate cracking of decorative preformed thermoplastic.

b. Surfaces with a high degree of porosity should be avoided due to the problems associated with entrapped water.

c. Surfaces that may be subject to uncontrolled movement in either a horizontal or vertical direction shall be avoided as there may be a risk of reflective cracking through to the decorative preformed thermoplastic. Notify the engineer if these conditions are present before installing decorative preformed thermoplastic.

5. Preparing of the Substrate

A. All pavement substrates must be of high quality and stable for the installation of decorative inlaid asphalt.

B. This Section is to be used as a guide to ensure a high-quality pavement substrate is provided and ready for the installation of the decorative System. It does not supersede other specifications pertaining to this Work, nor does it replace recommendations made by the engineer of record for this Work.

- a. The base and sub-grade over which new pavement is installed must be firm and stable.
- b. The pavement mix must be designed for the intended use.
- c. The pavement must be installed in accordance with proper placement practices and these specifications.
- d. The asphalt pavement must be permitted to cure properly before installing decorative impressed asphalt.

6. Surface Preparation

- A. The pavement surface shall be dry and clean: free of all dirt, debris, salts, concrete admixtures and any chemical residues.
 - a. Bituminous residue must be removed from new asphalt pavement surface prior to installation of decorative inlaid asphalt.
 - b. Removal of contaminants may be done by brooming, compressed air, pressure washing (moisture must be removed and the surface dry as noted above) or, if necessary, light-grit blasting. Wire brush may be used to remove loose or powdery materials.

7. Installation of Decorative Inlaid Asphalt

Decorative impressed asphalt System is to be installed only by an Accredited Installer.

8. Packaging

A. The Duratherm® preformed thermoplastic material shall be packaged in cardboard cartons with a plastic sheet between each layer of preformed thermoplastic. The cartons in which the Duratherm marking system is packed shall be non-returnable and shall not exceed 25 in. (.64m) in length and 25 in. (.64m) in width. The cartons shall be labeled for ease of identification. The weight of the individual carton must not exceed seventy (70) pounds (32 kg). A protective film around the carton must be applied to protect the Duratherm preformed thermoplastic material from rain or premature aging.

21.06 MEASUREMENT AND PAYMENT

The contract per square foot price paid for **Bid Item 19 “Stamped Asphalt”** shall include full compensation for furnishing all labor, materials, tools, equipment, supervision, and incidentals and for doing all the work involved in applying slurry seal complete in place, as shown on the plans, as specified in the Standard Specifications and these Specifications, and

as directed by the Engineer as may be required to complete the work and no additional compensation will be allowed.

This is a “**Revocable Bid Item**” may be revoked at any time, including before, during or after bid opening and awarded at sole discretion of the City.

END OF SECTION

SECTION NO. 22 – STORM DRAINAGE FACILITIES (BID ITEMS 20 – 23)

22.01 SCOPE OF WORK

The work shall consist of furnishing and installing Reinforced Concrete Pipe (RCP) storm drain conduit, Type A catch basin, Type C catch basin, maintenance hole, sidewalk underdrain, and curb inlet as shown on the plans and described in these specifications. The work shall also include the connection of the new storm drainage piping to the existing system at the locations shown on the plans.

22.02 MATERIALS

1. Structures

Storm drain structures shall conform to the requirements of Section 44 – Retaining Walls and Drainage Structures of the Standard Specifications for the Cities and County of Marin (June 1992). Maintenance holes and inlets shall be constructed at the locations and grades as indicated on the plans.

2. Reinforced Concrete Pipe

RCP storm drain shall conform to the requirements of Section 54 – Storm Conduits of the Standard Specifications for the Cities and County of Marin (June 1992). RCP shall be manufactured in accordance with ASTM C76 and other applicable provisions of ASTM C361, with rubber-gasketed compression joints. The joints shall be all concrete bell and spigot type using a round O-ring rubber gasket seal. Upon closure of the joint, the gasket shall be self-contained and compressed in a groove on the spigot end of the pipe. Mortared joints will not be acceptable. At all times, plant facilities will be made available for the Engineer’s inspection. In any case, all required testing and certifications of testing compliance in conformance with referenced ASTM Specifications shall be furnished to the Engineer prior to the time of pipe delivery. Pipe may be made by centrally spun, packer head or vertically cast production methods. Machine tamped production methods will not be acceptable. If elliptically reinforced pipe is furnished, it shall be clearly marked for proper installation. Unless otherwise specified in the Special Provisions or shown on the Plans, provide Class III RCP pipe.

3. Pipe Bedding

Pipe bedding and backfill for storm drain shall be placed in accordance with Marin County UCS Trench Details (May 2018). Unless otherwise specified, pipe bedding and initial backfill shall be $\frac{3}{4}$ ” drain rock with the following gradation:

SIEVE SIZE	PERCENT PASSING
1" (25 mm)	100
3/4" (19 mm)	85-100
1/2" (12.5 mm)	10-50
3/8" (9.5 mm)	5-20
No. 4 (4.75 mm)	<3
No. 8 (2.36 mm)	<2
No. 30 (0.60 mm)	<2
No. 100 (0.15 mm)	<2

22.03 EXECUTION

1. Catch Basins, Inlets, and Maintenance Holes

Catch basins, inlets, and maintenance holes shall be constructed or modified at the location and of the type indicated on the plans or as directed by the Engineer and shall be verified on the site by the Contractor.

Catch basins and drop inlets shall be concrete structures and shall be fitted with frames and grates, as shown for the specified type of structure.

2. Pipe Connections

Pipe connection to existing maintenance hole shall be made in such a manner that the finish work conforms to the applicable requirements specified for new maintenance holes, including all necessary concrete work, cutting and shaping.

3. Excavation and Backfill

Excavation and backfill shall be as specified in Section 51 – Construction in Existing Streets and Section 52 – Excavation and Backfill of the Standard Specifications for the Cities and County of Marin (June 1992).

All pipe materials and accessories shall be on site prior to excavation. Unless otherwise specifically approved by Engineer, the length of open trench shall not exceed one hundred feet (100') ahead of pipe laying, and no more than twenty-five feet (25') of excavated trench shall remain un-backfilled at end of day.

Excavations in public streets shall be coordinated so as to minimize traffic interference. Trenching in paved areas shall be saw cut or scored and broken ahead of trenching operations and shall be cut or trimmed to a neat edge after backfilling. Any pavement damaged outside of the cuts shall be saw cut and restored prior to final paving.

Roots four inches (4") or greater found during excavation shall be exposed but not severed and shall be wrapped in burlap to protect them while exposed. Roots two to four inches (2"-4") in diameter that are severed in the course of construction shall be neatly trimmed and coated with a heavy coat of tree seal. In the event major roots of smaller trees are damaged or severed the Engineer may require the Contractor to consult with a qualified arborist to determine the proper method to protect the trees.

Trenches must be kept free from water while the pipe or structures are being installed, concrete is setting and until backfill has progressed to a sufficient height to anchor the work against possible flotation or leakage.

4. Sheeting and Shoring

All excavations shall be supported as set forth in the rules, orders, and regulations of the California Department of Industrial Relations, Division of Industrial Accidents. All shoring, sheeting, and bracing shall conform to the requirements of the State or local agents having jurisdiction over such matters. Shoring, sheeting, and bracing shall be removed in a manner that will protect the workers and prevent caving of banks and damage to the pipe, excavation, backfill or adjacent property. No sheeting will be withdrawn from below the top of the pipe after completion of backfill to that level.

For trenches and excavations five feet (5') or more in depth, the Contractor shall submit to the Engineer a detailed plan, and any revisions thereto, 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 ten (10) working days before the Contractor intends to begin trenching or do excavation work.

If such plan varies from the shoring system standards established by the Construction Safety Orders of the Division of Industry Safety, the plan shall be prepared, sealed and signed by a Civil or Structural Engineer registered in California. Signed and sealed copies of calculations necessary to qualify the system shall also be submitted.

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.

Payment for sheeting and shoring shall be included in the unit price for the various other items of work and no additional compensation shall be allowed therefor.

5. Subsurface Drains

Subsurface drains shall be tied to drain inlets or maintenance holes as shown on the Plans.

6. Testing

The Contractor shall have all storm drain lines cleared by either mechanical or hydraulic balling before a video inspection is performed. A screen trap shall be installed at the downstream maintenance hole of the line to be cleared to prevent debris from entering existing mains.

The Contractor shall pay for all associated testing costs. All defects and leaks noted shall be corrected by the Contractor to the satisfaction of the Engineer.

7. Setting Maintenance Hole Frames and Covers to Grade

All maintenance hole castings shall be raised to new grade by bricks, and mortar and/or Pre-Cast Grade Rings in compliance with these specifications, as outlined for a new casting, after street paving has been replaced.

8. Abandonment of Storm Drain Pipes and Maintenance Holes

Remove existing inlets as necessary for construction. Native material shall be compacted to ninety-five percent (95%) relative compaction. Frames and covers not to be reused shall be delivered to the City

Twelve-inch (12") and larger storm drain pipes to be abandoned shall be plugged and filled with slurry mixture containing a minimum of two (2) sacks of Type II cement per cubic yard of mixture.

Filling with slurry shall be accomplished by pumping or gravity, and will be checked by comparing the volume of the pipe with the volume of mixture used. If the volume is more than 10 percent (10%) greater than the actual volume of slurry used, the Contractor shall excavate two (2) or more exploratory holes where directed by the Engineer, and shall do all work necessary to satisfactorily fill any encountered voids.

Ten-inch (10") and smaller pipes to be abandoned shall be plugged with a mortar plug not less than twelve inches (12") in length.

9. Sidewalk Underdrain

Sidewalk underdrain shall conform to Marin County Uniform Construction Standards and Caltrans Standard Specifications Section 68. Contractor shall verify all existing utilities prior to excavation. Trench shall be excavated to line and grade with a minimum 1% slope. Place a 4" bedding of Class 2 permeable material per Caltrans Section 68-1.025.

Install perforated PVC SDR-35 pipe with perforations facing down, centered in trench. Wrap pipe in non-woven geotextile filter fabric (e.g., Mirafi 140N). Pipe joints shall be watertight using approved couplings.

Backfill trench with Class 2 permeable material to 2" above the pipe. Fold fabric over top of gravel. Final backfill with compacted native material or Class 2 aggregate base to 95% compaction per Caltrans Section 19. Connect to catch basin, curb drain, or daylight per plans. Provide cleanouts as shown or directed.

Request inspection prior to backfill. Upon approval, install sidewalk per plan and these specifications.

22.04 MEASUREMENT AND PAYMENT

The contract per each paid for **Bid Item 20 "Install New Grated Drop Inlet Top"** shall include full compensation for furnishing all labor, materials, tools, equipment, supervision, and incidentals and for doing all the work involved in installing new maintenance hole covers in place, as shown on the plans, as specified in the Standard Specifications and these Specifications, and as directed by the Engineer as may be required to complete the work and no additional compensation will be allowed.

The contract per each paid for **Bid Item 21 "Install Modified Type "A" Catch Basin Top"** shall include full compensation for furnishing all labor, materials, tools, equipment, supervision, and incidentals and for doing all the work involved in installing catch basins in place, as shown on the plans, as specified in the Standard Specifications and these Specifications, and as directed by the Engineer as may be required to complete the work and no additional compensation will be allowed.

The contract per each paid for **Bid Item 22 "Install Modified Type "C" Catch Basin Top"** shall include full compensation for furnishing all labor, materials, tools, equipment, supervision, and incidentals and for doing all the work involved modifying catch basins, as shown on the plans, as specified in the Standard Specifications and these Specifications, and as directed by the Engineer as may be required to complete the work and no additional compensation will be allowed.

The contract per each paid for **Bid Item 23 "Install Sidewalk Underdrain"** shall include full compensation for furnishing all labor, materials, tools, equipment, supervision, installation of joints, and incidentals and for doing all the work involved installing sidewalk underdrain, as shown on the plans, as specified in the Standard Specifications and these Specifications, and as directed by the Engineer as may be required to complete the work and no additional compensation will be allowed.

END OF SECTION

SECTION NO. 23 – ADJUSTING EXISTING UTILITY FACILITIES TO GRADE (BID ITEMS 24 –

23.01 GENERAL

This work shall consist of raising or adjusting existing utility facilities such as guy wire connections, maintenance holes, valve boxes, sewer clean-outs, monument boxes, electrical, water meter boxes, and gas valve covers to the finished grade of the resurfaced asphalt pavement.

The Contractor is responsible for obtaining and purchasing from the appropriate governing jurisdiction any required permits associated with lowering or adjusting to finish grade all utility frames and covers within the limits of work.

23.02 EXECUTION

The Contractor shall properly locate and tie all existing facilities to be lowered and raised in advance of cold planing and paving operations. A minimum of 2 reference points shall be provided on face or top of curb showing distance to utility that is lowered or to be adjusted, and utility type. After all facilities have been adjusted to finished grade, the Contractor shall remove all reference points to the satisfaction of the City Engineer.

Care shall be taken to keep frames and covers clean. The Contractor shall completely protect with heavy plastic or other suitable material all utility covers or other items that are visible on the surface and will be covered by their operations. This shall be completed prior to the start of operations and approved by the Engineer. Any materials that adhere to the frames and covers shall be removed.

Facilities damaged by the Contractor shall be replaced at the Contractor's expense. Facilities (box and lid or frame and cover) found existing in a damaged condition, and reported to the Engineer before disturbing, shall be replaced by the Contractor with materials furnished by the Owner.

The Contractor shall notify owners of private utility facilities seven days prior to the start of the resurfacing work. Such owners may request the contractor to lower and raise the private facilities.

Lowering

Lower frames and covers of existing facilities before cold planning to sufficient depth so that cold planing equipment passes safely over the top of the lowered frame and cover without damaging it. Temporarily fill utility depression with compacted hot-mix asphalt (HMA) before opening the lanes to public traffic. The Contractor shall be responsible for maintaining any temporary HMA material over these facilities until the final paving surface is installed.

1. Where frames and covers cannot be lowered prior to cold planning, cold planer equipment shall "pick-up" and "set-down" on either side of the covers. Non-milled asphalt pavement around lid or cover shall be removed by other means to the specified depth. Lids and covers shall then be protected utilizing the following alternatives: Ramp section (cut-back) around frame and cover and paint white.
2. Place lighted Portable Barricade over frame and cover (only allowed if outside of traffic lane and if approved by the Engineer).

Adjustments and Tolerances

The concrete around these adjusted facilities in the roadway shall be brought up to 1-1/2" below the finished pavement elevation. After concrete has been placed and cured, 3/8" HMA

(Type A) shall be used to raise the final surface adjacent to the adjusted utility covers to match the finished pavement elevation.

The surface of the adjusted facilities shall be true to the new pavement surface to within a 1/8-inch deviation. This tolerance shall apply in a single direction only, either up or down. In addition, the adjusted facility shall not vary to the high tolerance on one side and the low tolerance on the other (i.e. the total aggregate tolerance on both sides shall be limited to the 1/8-inch variation). This variation shall apply to the adjacent patch paving around the facility such that neither the paving nor facility vary by more than the stated tolerances.

Portland cement concrete used for adjusting covers shall be Class B, 5 sack minor concrete conforming to the provisions in the State Standard Specifications Section 51, "Concrete Structures," and shall be 1-inch maximum grading as specified in Section 90-1.02C(4)(d), "Combined Aggregate Grading" of the State Standard Specifications.

Mortar used in resetting maintenance hole covers shall conform to the provision in Section 51-1.02F, "Mortar" of the Standard Specifications.

Dirt, rocks or debris shall not be permitted to enter sewer or storm drain lines. When maintenance hole adjustment involves excavation or concrete removal, a temporary cover shall be placed to prevent entry of material into the maintenance hole, sewer and storm drain pipes.

During sealing or paving operations, all surface structures shall be protected and no adhesive materials shall be permitted to fill the joint between the frame and cover.

Schedule

All facilities shall be adjusted to finish grade within 72 hours after the placement of the final surface paving. If several lifts of pavement are to be placed, the facilities shall be raised if the paving operation ceases for more than 72 hours, or as approved by the Engineer.

Failure to comply with these schedule provisions shall incur a liquidated damage of \$500 per utility cover per day.

23.03 MEASUREMENT AND PAYMENT

The contract per each paid for **Bid Item 24 "Adjust Maintenance Hole Cover to Finish Grade"** shall include full compensation for furnishing all labor, materials, tools, equipment, supervision, and incidentals and for doing all the work involved in adjusting maintenance hole covers to finish grade, as shown on the plans, as specified in the Standard Specifications and these Specifications, and as directed by the Engineer as may be required to complete the work and no additional compensation will be allowed.

The contract per each paid for **Bid Item 25 "Adjust Handhole to Finish Grade"** shall include full compensation for furnishing all labor, materials, tools, equipment, supervision, and incidentals and for doing all the work involved in handholes to finish grade, as shown on the plans, as specified in the Standard Specifications and these Specifications, and as

directed by the Engineer as may be required to complete the work and no additional compensation will be allowed.

The contract per each paid for **Bid Item 26 “Adjust Pullbox to Grade”** shall include full compensation for furnishing all labor, materials, tools, equipment, supervision, and incidentals and for doing all the work involved in adjusting pullboxes to finish grade, as shown on the plans, as specified in the Standard Specifications and these Specifications, and as directed by the Engineer as may be required to complete the work and no additional compensation will be allowed.

END OF SECTION

SECTION NO. 24 – MINOR CONCRETE (BID ITEMS 27 – 31)

24.01 GENERAL

Existing and new concrete facilities including curbs, curb and gutters, valley gutters, sidewalk, median island and curb ramps shall be removed and replaced or constructed at the locations indicated on the plans or as directed by the Engineer.

Concrete curbs, sidewalks, gutters, curb ramps and detectable warning surfaces shall comply with Section 73 Concrete Curbs and Sidewalks of the Standard Specifications and Marin UCS Drawing No. 105. Where existing PCC facilities do not match Marin County Standards they must be replaced in-kind.

24.02 MATERIALS

1. General

All section references are to the 2024 Caltrans Standard Specifications.

Portland Cement Concrete: PCC for concrete pavement must comply with Section 90-1 of the Standard Specifications.

Minor Concrete for curbs, curb and gutter, sidewalks must comply with Section 90-2 Minor Concrete of the Standard Specifications.

2. Concrete mix design

The Contractor shall furnish a concrete mix design to the Engineer at least ten working days prior to the start of the work, based on the following guidelines.

General Concrete Facilities including curb, gutter, sidewalk, access ramps, residential driveways, etc. shall meet the following requirements:

Compressive Strength: 4000 psi @ 28 days

Polypropylene Fiber Reinforcement: 1.5 lbs/cy (0.01% by volume),

3/4 inch minimum length

Maximum Slump: 5 inches

The Contractor shall be responsible for all costs associated with the required mix design.

3. Quality control / Acceptance testing

Field testing shall include testing for concrete slump as per ASTM C-143 and compressive strength (C39). Such testing shall be at a frequency determined by the Engineer and shall be performed by the Owner’s laboratory at the Owner’s expense. The Contractor shall furnish the concrete necessary for casting test cylinders.

4. Aggregate Base

Aggregate Base needed for installation of minor concrete shall comply with **SECTION NO.20 – AGGREGATE BASE** as specified within these specifications.

Aggregate base shall be Class 2, 3/4" maximum. When the aggregate base is constructed in more than one layer, the previously constructed layer shall be cleaned of loose and foreign matter by sweeping with power sweepers or power brooms, except that hand brooms may be used in areas where power cleaning is not practicable. Adequate drainage shall be provided during the entire period of construction to prevent water from collecting or standing on the area to be covered with aggregate base.

5. Lightweight Fill

Lightweight backfill shall meet the following gradation:

Sieve Size	Percent Passing
1-inch	100
3/4-inch	80-100
3/8-inch	10-50
No. 4	0-15
No. 100	0-5

The dry loose unit weight of lightweight backfill shall be less than 65 pcf. The compacted in-place density shall be less than 85 pcf as measured in accordance with ASTM D-698. Lightweight backfill shall be placed in layers not to exceed 12-inches, measured prior to compaction. Each layer shall be compacted using a vibratory compactor. Lightweight aggregate shall have a proven record of durability and be non-corrosive.

6. Detectable warning surface

The contractor shall furnish and install detectable warning surface material on curb ramps in conformance with Caltrans Std. A88A (7-19-13 Update or most recent). On all new concrete

construction, detectable warning surface shall be 'wet-set' system embedded into new concrete. Surface applied or 'mat' systems for detectable warning surface material only allowed if prior approval is made by the City's Engineer.

24.03 EXECUTION

1. General

All work shall conform to the provisions of Section 90 of the Standard Specifications. All curb ramps shall comply with Title 24 and current UBC requirements.

The existing concrete shall be sawcut full depth prior to removal. Any concrete broken due to the Contractor's failure to comply with these requirements shall be removed and replaced at the Contractor's expense.

The line and grade of the replaced facilities shall conform to the existing facilities. In most instances, this will consist of a straight line between existing facilities.

The Contractor shall water test all repaired curbs and gutters, cross gutters, and other repaired drainage facilities in the presence of the City's Inspector.

Commercial driveway and alley approaches, including the adjacent curb and gutter section, shall be removed and replaced within twenty-four hours. Curing time shall be seventy-two hours.

2. Protection of existing facilities

The contractor shall protect existing facilities from damage, and discoloration from concrete splash. Adjacent concrete facilities shall be covered during concrete placement to prevent concrete splash and excess concrete from staining the adjacent concrete. After initial placement, strikeoff and finishing, the protection shall be removed and the adjacent concrete cleaned.

Vertical existing facilities such as light poles, walls, etc. shall be protected with plastic extending a minimum of three feet above the concrete surface. After initial placement, strikeoff and finishing, the protection shall be removed and the vertical surfaces cleaned.

3. Subgrade

After the subgrade is prepared, moisture conditioned, and compacted to 90% relative compaction at zero to three percent over optimum, the Contractor shall continuously maintain the sub-grade in a uniform condition at the moisture content obtained during sub-grade compaction until the concrete is placed.

4. Forming

Wooden forming shall be of two-inch nominal thickness staked at two-foot intervals. The maximum gap at the bottom of the forms shall be 1-3/4 inches.

5. Tolerances

The maximum variation from design elevation shall not exceed +/- 0.02 feet. In some instances, particularly in critical drainage areas, tolerances may be reduced to zero. Concrete facilities shall be installed to maintain or provide positive drainage. Questions regarding applicable tolerances shall be directed to the Engineer forty-eight hours in advance of the work.

When shown on the drawings, the concrete shall be set at the design elevations. When existing facilities are to be removed and replaced, they shall conform to the existing elevations and grades

Generally, this will be at a straight line between the start and end points of the removal.

6. Placing and finishing

A. General

The concrete shall be deposited on a moist grade in such a manner as to require as little re-handling as possible. Workers shall not be allowed to walk in the freshly mixed concrete with boots or shoes coated with earth or foreign substances.

B. Strikeoff, Consolidation, and Finishing

In general, adding water to the surface of the concrete to assist in finishing operations shall not be permitted.

Before final finishing is completed and before the concrete has taken its initial set, the edges shall be carefully finished with the radius shown on the plans or a radius to match the existing construction.

Concrete shall be thoroughly consolidated against and along the faces of all forms and adjacent concrete. After the forms are removed, excess concrete below the form surface shall be removed to be flush with the form face.

All new concrete shall match existing facilities in texture, color, and appearance.

C. Concrete Protection

The Contractor shall always have materials available to protect the surface of the fresh concrete against rain. These materials shall consist of burlap, curing paper, or plastic sheeting. If plastic sheeting is used, it shall not be allowed to contact finished concrete surfaces.

The Contractor shall also protect the concrete against traffic and vandalism. If the concrete is damaged or vandalized, the Contractor shall make the necessary repairs at its own expense. The repair procedure for damaged or vandalized concrete shall be approved in advance by the Engineer.

D. Curing

Concrete shall be cured by protecting it against loss of moisture, rapid temperature change, and mechanical injury for at least three days after placement. White or clear liquid membrane compound shall be used. After finishing operations have been completed, the entire surface of the newly placed concrete shall be covered by the curing medium. The edges of the concrete exposed by the removal of forms shall be protected immediately to provide these surfaces with continuous curing treatment.

The concrete shall be allowed to cure for seventy-two hours prior to placing adjacent hot mix asphalt.

E. Joints

Control joints shall be placed at a maximum spacing of ten feet.

Control joints in all PCC facilities, except sidewalks, shall be formed by tooling a deep joint or by using expansion joint material. If expansion joint material is used, a minimum of two 1/2 inch by eighteen inch dowels shall be used with additional dowels placed every twenty-four inches.

Control joints in sidewalks may be made using a tooled joint which shall extend a minimum of 1/4 of the depth of the concrete and shall not be less than 1-1/2 inches in depth.

Expansion joints shall be required at a maximum of forty-foot intervals on curbs, curbs and gutters, cross gutters, swales, and sidewalks. Expansion joints shall also be required on all corners of curbs, curbs and gutters, sidewalks, at the outside boundary of access ramps, and other locations with discontinuities or reentrant corners which may cause cracking.

7. Cleanup and backfill

After the concrete is placed, cured, and the forms have been removed, the Contractor shall clean the site of all concrete and forming debris

For pavements to be overlaid or resurfaced, the aggregate base and hot mix asphalt may be replaced with cement sand slurry in conformance to Section 19-3.02D, "Slurry Cement Backfill", of the Standard Specifications, or CLSM.

After curing has been completed and the forms have been removed from the new curb and gutter or sidewalk, the void between the new concrete and the existing parkway shall be filled with clean native material and the entire parkway left in a clean and orderly condition.

For concrete removed but not replaced, the resulting void after excavation shall be backfilled with clean native material.

8. Curb Ramps

Curb ramps shall be constructed in general conformance with Caltrans Standard Details A88A or A88B. Curb ramp construction will typically include removal and replacement of sidewalk, curb and gutter adjacent to new ramp, and installation of detectable warning surface (truncated domes). Truncated dome material shall be Safety Yellow in color, and shall be a set-in-concrete style of truncated domes. No surface-applied matting systems (i.e. glued and screwed) style of DWS shall be allowed.

At those locations where box lids fall within the area of the detectable warning surface the Contractor shall present solution(s) for installation of truncated domes on the lid surface such that a continuous field of domes is maintained as specified in the standard specifications. The City will review proposed solutions and approve those method(s) which are found to be suitable prior to implementation by the Contractor.

The Contractor's duties as part of curb ramp construction shall include coordinating with utility company representatives for those locations where existing utility boxes fall within the limits of new ramp and/or sidewalk construction. Coordination efforts should be made early on in the Contract for those items which may require a long lead-in time or may involve significant interaction with utility company personnel.

Limits of removal and replacement work shall be determined by the Contractor at each curb ramp location.

9. Thickened Concrete Edge

Thickened Concrete Edge shall be constructed as indicated in the plans and directed by the City Engineer or designee. All Work shall be done to the satisfaction of the City Engineer or designee and all subgrade shall meet the acceptance of the designated representative of the Geotechnical Engineer.

Tie wire for reinforcement shall be eighteen (18) gauge or heavier black annealed conforming to the requirements of ASTM Designation A82.

Bar reinforcement to be ASTM A615, Grade 60.

Contractor will need to remove existing fence before beginning the construction of the thickened concrete edge.

10. Median Island

Median Island shall be constructed as indicated in the plans and directed by the City Engineer or designee. All Work shall be done to the satisfaction of the City Engineer or designee and all subgrade shall meet the acceptance of the designated representative of the Geotechnical Engineer.

Tie wire for reinforcement shall be eighteen (18) gauge or heavier black annealed conforming to the requirements of ASTM Designation A82.

Median island curb shall be formed, placed and finished in conformance with the applicable requirements of Section 73 of the Caltrans Standard Specifications as modified herein.

Contractor shall provide submittal for each Respective manufacturer's product data for manufactured products.

24.04 MEASUREMENT AND PAYMENT

The contract price paid per lineal foot identified in the bid schedule **Bid Item 27 "Minor Concrete (Curb and Gutter, Type A)"** shall include full compensation for furnishing all labor, materials, tools, equipment, supervision, and incidentals and for doing all the work involved in placing PCC curb, complete in place including sawcutting, demolition, removal and off-haul or curb, gutter and asphalt concrete; excavation, subgrade preparation, backfill, aggregate base, compaction, dowelling, concrete curb and gutters, 6" wide drainage gaps, score marks, weakened plane joints, expansion joints, furnishing and applying curing compound; reconstructing and installing new curb drains and sidewalk underdrains; HMA conforms, site restoration, and clean-up, as shown on the plans, as specified in the Standard Specifications and these Specifications, and as directed by the Engineer and no additional compensation will be allowed.

The contract price paid per lineal foot identified in the bid schedule **Bid Item 28 "Minor Concrete (Vertical Curb – Median Island)"** shall include full compensation for furnishing all labor, materials, tools, equipment, supervision, and incidentals and for doing all the work involved in placing PCC curb, complete in place, as shown on the plans, as specified in the Standard Specifications and these Specifications, and as directed by the Engineer and no additional compensation will be allowed.

The contract price paid per square foot identified in the bid schedule **Bid Item 29 "Minor Concrete (Sidewalk)"** shall include full compensation for furnishing all labor, materials, tools, equipment, supervision, and incidentals and for doing all the work involved in placing PCC sidewalk, including excavation, subgrade preparation, backfill, aggregate base, compaction, dowelling, concrete, curb ramp forming and flatwork, score marks, weakened plane joints, expansion joints, furnishing and applying curing compound; pruning, removing and disposing of roots, disposing of and furnishing utility boxes, reconstructing curb and under-sidewalk drains, site restoration, irrigation repairs, clean-up and other incidental work, as shown on the plans, as specified in the Standard Specifications these Specifications, and as directed by the Engineer and no additional compensation will be allowed.

The contract price paid per square foot identified in the bid schedule **Bid Item 30 "Minor Concrete (Median Island)"** shall include full compensation for furnishing all labor, materials, tools, equipment, supervision, and incidentals and for doing all the work involved in placing PCC median island, including excavation, subgrade preparation, backfill, aggregate base, compaction, clean-up and other incidental work, as shown on the plans, as specified in the Standard Specifications these Specifications, and as directed by the Engineer and no additional compensation will be allowed.

The contract price paid per each identified in the bid schedule **Bid Item 31 "Minor Concrete (Curb Ramp)"** shall include full compensation for furnishing all labor, materials, tools, equipment, supervision, and incidentals and for doing all the work involved in placing PCC curb ramp, including excavation, subgrade preparation, backfill, aggregate base, compaction, dowelling, concrete, curb ramp forming and flatwork, score marks, weakened plane joints, expansion joints, furnishing and applying curing compound; pruning, removing and disposing

of roots, disposing of and furnishing utility boxes, reconstructing curb and under-sidewalk drains, site restoration, irrigation repairs, clean-up and other incidental work, as shown on the plans, as specified in the Standard Specifications and these Specifications, and as directed by the Engineer and no additional compensation will be allowed.

Full compensation for aggregate base involved with **SECTION NO.24 – MINOR CONCRETE** shall be considered as included in the contract prices paid for within these bid items and no additional compensation will be allowed therefor.

END OF SECTION

SECTION NO. 25 – DETECTABLE WARNING SURFACE (TRUNCATED DOMES) (BID ITEM 32)

25.01 GENERAL

This work includes furnishing and installing truncated domes into new curb ramps.

25.02 MATERIALS

A prefabricated, cast in place, detectable warning surface tile consisting of raised truncated domes having an inline pattern shall be installed on all PCC curb ramp surfaces. The color of the detectable warning surface shall be yellow conforming to Federal Standard 595B, Color No. 33538.

The prefabricated detectable warning surface tiles shall be in conformance with the requirements established by the Department of General Services, Division of State Architect and be that the surface shall be set in place in conformance with the manufacturer's recommendations. The cast in place tiles shall be an epoxy polymer composition with an ultraviolet stabilized coating employing aluminum oxide particles in the truncated domes.

The detectable warning surface shall be Armor Tile as manufactured by Engineered Plastics Inc, Access Tile, ADA Signs Depot or an approved equivalent. The manufacturer must provide a written five (5) year warranty guaranteeing replacement when there is defect in the dome shape, color fastness, sound on cane acoustic quality, resilience, or attachment. The warranty period will begin upon acceptance of the contract.

25.03 SUBMITTALS

Submittals shall include technical and product data, performance reports, certificates of compliance and installation instructions for proposed materials and products as requested by the Engineer.

25.04 CONSTRUCTION

The Contractor's attention is directed to the section titled "Curb Ramps" of these Special Provisions.

25.05 MEASUREMENT AND PAYMENT

The contract price paid per each identified in the bid schedule **Bid Item 32 "Detectable Warning System (Truncated Domes)"** shall include full compensation for furnishing all labor, materials, tools, equipment, supervision, and incidentals and for doing all the work involved in placing detectable warning surfaces, as shown on the plans, as specified in the Standard Specifications and these Specifications, and as directed by the Engineer and no

additional compensation will be allowed. Each detectable Warning System (Truncated Domes) shall be defined as the location area covering it.

END OF SECTION

SECTION NO. 26 – STREET LIGHTING SYSTEM (BID ITEM 33)

26.01 GENERAL

Electrical shall conform to the provisions in Section 86, "Electrical Systems," of the Standard Specifications, Standard Plans with the following amendments, the National Electrical Code, Comply with part 4 of the *California MUTCD*, City Standards 600 Series for Street Lighting, these Special Provisions, and as directed by the Engineer.

Work shall include the installation of installation of Type 15 and Type 15D lighting standards and foundations.

26.02 MATERIALS

Street Light Poles

Streetlight poles shall be Type 15 and 15D consistent with State Standard Plan ES-6A and Section 56, 86, and 87 of the State Standard Specifications. Luminaire mast sarm shall be 12' long. Construct the pole foundation consistent with State Standard Plan ES-7N.

Pole identification numbers shall be located on the street side, minimum 4x2 inch reflective white on black with adhesive backs.

Luminaire

The luminaire shall be an LED fixture with a top-mounted photocell, manufacturer and brightness to be specified by the City.

Conduit and Conductors

Conduit shall be 2-inch diameter Schedule 80 PVC. All bends shall be factory made. Conduits shall be sealed with an approved duct seal.

All wiring shall be type XHHW insulated stranded copper cable. Unless otherwise required by code all wiring shall be of the following sizes:

1. Street light wiring: No. 8.

Pull Boxes

Pull boxes and covers in the sidewalk or behind the curb shall be composite, Christy "Fiberlite", Armorcast polymer concrete or Engineer Approved equivalent. No. 5 pull boxes shall be installed adjacent to each pole as indicated in the plans on 12-inches of clean drain

rock. Pull box covers shall be secured with brass hold down bolts and inscribed "SAUSALITO STREET LIGHTING".

26.03 SUBMITTALS

Contractor shall provide the Engineer with submittals for the pole, luminaire, and street light system.

26.04 EXECUTION

Notify the City of Sausalito at (415) 289-4106 or engineering@sausalito.gov at least 5 business days before starting work for a field marking of all City electrical facilities.

Contractor shall field verify with the City's representative the proposed locations of all poles, pull boxes, push buttons, signs and beacons prior to final installation.

Contractor shall test the complete installation in the presence of City's Representative upon completion of the project, including tests for light distribution, controls, unintentional grounds, proper grounding, and bonding, circuit continuity.

City Street Light

Install Type 15 street light poles, foundations, pull boxes, and conduit in accordance with the Caltrans Standard Plans ES-6A, 6D, and 7N.

Coordinate with the City's representative to turn off power to the street light circuit prior to working on the street light system.

Locate the underground street light service conduit. Install a pull box in the existing service conduit run. Remove existing service conductors to the next adjacent pull box, replace with new conductors with a minimum of 5-feet of slack within the new and adjacent pull box. Resplice the service conductors.

Conduit

Conduit installation shall conform with Section 87-1.03B of the State Specifications. Excavating and backfilling for electrical systems shall conform with Section 87-1.3E of the State Specifications.

If existing underground conduit is to be incorporated into a new system, clean it with a mandrel or cylindrical wire brush and blow it clean with compressed air.

Conduit shall extend 1.5 inches above the bottom of pull boxes.

After conductors have been installed, the ends of conduits terminating in pull boxes and service and controller cabinets shall be sealed with an approved type of sealing compound.

Pull Boxes

Pull box installation shall conform with Section 87-1.03C(1) of the State Specifications.
Replace paragraph 3 of Section 87-1.03C(1) with:

Install a pull box on a bed of crushed rock.

Pull boxes shall not be located within sidewalk access ramp areas.

Where new conduit is to be installed into an existing pull box, the Contractor shall remove and dispose of the existing pull box and shall furnish a new pull box of equal or greater size.

Whenever a part of a square or slab of existing sidewalk, curb and gutter, or driveway is broken or damaged, the entire square, section or slab shall be removed and the concrete reconstructed. Payment for backfilling, compaction and sidewalk repair shall be included in the unit cost breakdown for removal of each item.

Conductors and Wiring

Installation for conductors and wiring shall conform to Section 87-1.03F of the State Specifications.

Splices shall be insulated by "Method B" or by heat shrink tubing conforming to the requirements of Section 87-1.03H(2) "Splice Insulation," of the State Specifications.

Foundations

Reinforced cast-in-drilled-hole concrete pile foundations for traffic signal and lighting standards shall conform to the provisions in Section 49 "Piling," Section 56-3 "Standards, Poles, Pedestals, and Posts", and Section 87-1.03E(3) of the State Specifications.

Material resulting from drilling holes shall be disposed of in conformance with the provisions in Section 87-1.03E, "Excavating and Backfilling," of the State Specifications.

26.05 MEASUREMENT AND PAYMENT

The contract price paid per each identified in the bid schedule **Bid Item 33 "Install Existing Luminaire on New Foundation"** shall include full compensation for furnishing all labor, materials, tools, equipment, supervision, and incidentals and for doing all the work involved in installing new foundations, poles, luminaires, No. 5 pull boxes, conduit, and conductors complete in place and any other work required to install the lighting systems as shown on the plans, as specified in the Standard Specifications and these Specifications, and as directed by the Engineer and no additional compensation will be allowed.

END OF SECTION

SECTION NO. 27 – RECTANGULAR RAPID FLASHING BEACON (BID ITEM 34 & 35)**27.01 GENERAL**

This work shall consist of providing and installing complete and in place Rectangular Rapid Flashing Beacon (RRFB) Assemblies, bollards and push buttons for RRFB activation, including pole foundations, mounting hardware, and all incidentals needed thereto.

Payment for W11-15 and W11-7P signs shall be included in Bid Item Roadside Signs.

RRFB assembly installation shall be as shown on the plans and in accordance with the most current edition of the California MUTCD, these Technical Specifications, and the manufacturer's specifications.

27.02 SUBMITTAL

Submit a schedule of values within 15 working days after Contract approval. Do not include costs for the traffic control system in the schedule of values.

Submit the manufacturer's replacement warranty documentation.

Submit a certificate of compliance and the manufacturer's QC test data for the light bar, solar panel system, battery system, radio system and APS as an informational submittal.

Submit detailed solar simulations as evidence that the RRFB is capable of the claimed performance at a specific location. Solar Simulations shall be composed of three calculations: Energy Balance, Array-to-Load Ratio (ALR), and Autonomy. The manufacturer or bidder shall provide a detailed analysis of these three calculations in an "Energy Balance Report".

Submit a schedule of values within 15 working days after Contract approval. Do not include costs for the traffic control system in the schedule of values.

Submit the manufacturer's replacement warranty documentation.

Submit a certificate of compliance and the manufacturer's QC test data for the light bar, solar panel system, battery system, radio system and APS as an informational submittal.

Submit detailed solar simulations as evidence that the RRFB is capable of the claimed performance at a specific location. Solar Simulations shall be composed of three calculations: Energy Balance, Array-to-Load Ratio (ALR), and Autonomy. The manufacturer or bidder shall provide a detailed analysis of these three calculations in an "Energy Balance Report".

27.03 MATERIALS**RECTANGULAR RAPID FLASH BEACON SYSTEM.**

RRFB system shall be produced and/or manufactured by TAPCO or approved equivalent.

Manufacturer shall provide a 5-Year Limited Warranty for the RRFB systems, with the exception of the batteries which shall be covered by a 1-year warranty.

The Rectangular Rapid Flashing Beacon System shall include the following components:

1. Network controller (1 per intersection/crossing) per manufacturer's recommendation
2. Rectangular Rapid Flashing Beacon (RRFB) unit (single or double-sided as shown on the plans)
3. W11-15 and W16-7p signs (included in pay item 10.18)
4. Spread spectrum wireless radio (1 per pole that requires power for RRFB unit(s))
5. Accessible Pedestrian Signals (APS)
6. Battery-powered wireless bollard station
7. Pedestrian thermal detection sensor
8. Galvanized bollard or pole, as indicated on plans, with steel cap for push button installation (1 per location shown on the plans) with aluminum pedestal base, unless otherwise stated on plans. See plans for pole/bollard dimensions.
9. Galvanized pole with mounting hardware for RRFB installation (1 per location shown on the plans) with aluminum pedestal base, unless otherwise stated on plans. See plans for pole dimensions.

System shall be fully compliant with applicable FHWA and CA MUTCD guidelines. System may include remote management capability and be online accessible. System shall not require the installation or alteration of any other equipment or associated hardware, such as traffic signal controllers, Ethernet connections, local radios, local wireless connections or local networks.

The RRFB housing shall contain two primary light bars mounted in compliance with MUTCD requirements but exceeding the minimum 5" W x 2" H size and CA MUTCD total light emission requirements. The overall dimensions of the RRFB unit shall be 29"W x 4"H x 1.5"D. In addition to the primary light bars, the housing shall have smaller secondary light bars mounted on each end for pedestrian notification, arrayed in a 0.4" W x 2" H rectangle. The LEDs used in both the primary and secondary light bars shall be rated for a minimum 15-year life, and the light bars shall not protrude beyond the surface of the housing, shall not be mounted to the housing with exposed screws, and shall be covered with polycarbonate windows for durability and vandal resistance. The RRFB shall draw attention at distances greater than 1000 feet during the day and over 1 mile at night.

The controller shall adjust RRFB brightness as outside light levels change between day and night, being brighter during the day and less bright at night.

The controller unit shall be solar powered. The controller shall be housed in a vandal resistant NEMA 3R pole-mounted cabinet with a lockable, hinged door.

Both the battery-powered wireless bollard station and the pedestrian thermal detection sensor shall be manufactured by the same company as the RRFB system.

ACCESSIBLE PEDESTRIAN SIGNALS

The Accessible Pedestrian Signals that shall have an LED indicated with audible tone with Piezo control and shall be ADA compliant. APS shall be wired to the nearest RRFB system.

TYPE 1-A POLES, AND FOUNDATIONS

New 1-A Poles and foundations shall conform to State Standard Plan ES-7B, Type 1-A Standard Detail A-1, except the pole length for RRFB assemblies shall be per the height indicated on the plans.

CONDUIT AND CONDUCTORS

Conduits shall be Schedule 80 PVC. Conductors shall be copper.

- Pole: New poles as indicated in the plans shall be 4" round Type 1-B measuring minimum 16 feet from the finished grade. Pole foundation shall be per Caltrans Revised Standard Plans ES-7M.

27.04 EXECUTION

Contractor shall field verify with the City's Representative the proposed locations of all poles, pull boxes, push buttons, signs and beacons prior to final installation.

Contractor shall test the complete installation in the presence of City's Representative upon completion of the project, including tests for light distribution, controls, unintentional grounds, proper grounding, and bonding, circuit continuity.

27.05 MEASUREMENT AND PAYMENT

The contract price paid per each identified in the bid schedule **Bid Item 34 "Install Rectangular Rapid Flashing Beacon Assembly (Single-Sided)"** shall include full compensation for furnishing all labor, materials, tools, equipment, supervision, and incidentals and for doing all the work involved in installing single sided rectangular rapid flashing beacons in place and any other work required to install the rectangular rapid flashing beacons as shown on the plans, as specified in the Standard Specifications and these Specifications, and as directed by the Engineer and no additional compensation will be allowed.

The contract price paid per each identified in the bid schedule **Bid Item 35 "Install Rectangular Rapid Flashing Beacon Assembly (Double-Sided)"** shall include full compensation for furnishing all labor, materials, tools, equipment, supervision, and incidentals and for doing all the work involved in installing double sided rectangular rapid flashing beacons in place and any other work required to install the rectangular rapid flashing beacons as shown on the plans, as specified in the Standard Specifications and these Specifications, and as directed by the Engineer and no additional compensation will be allowed.

END OF SECTION

SECTION NO. 28 – PAVEMENT STRIPING AND PAVEMENT MARKINGS (BID ITEMS 36 – 44)**28.01 GENERAL**

Specifications for providing traffic striping, control markings and traffic channelizer posts on pavement as indicated. All work shall conform to the Section 84 “Markings” of the Standard Specifications.

28.02 SUBMITTALS

Contractor shall submit shop drawings and diagrams, indicating stripe width of roadway divider stripes, style, and size of letters for pavement marking designation, configuration and dimensions of arrows and any other traffic control markings on pavement.

Contractor shall submit evidence or affidavit which certifies that paint to be used complies with latest CARB/VOC regulations.

A certificate of compliance shall be provided by the Contractor to the City that all materials used for pavement marking and legends conform to the Standard Specifications.

28.03 MATERIALS

Traffic stripes and pavement markings shall be installed per Section 84 of the Standard Specifications and these Specifications.

All striping and pavement markings shall be Thermoplastic and conform to either State Specifications PTH-02HYDRO OR PTH-02ALKYD. Sprayable thermoplastic must comply with State Specification PTH-02SPRAWY.

Green Thermoplastic Markings shall be preformed panels manufactured by Ennis-Flint (PreMark Bike Lane Green) or approved equal.

Type 2 glass beads must comply with AASHTO M247.

Curb paint materials shall comply with Section 84-2.02G of the Standard Specifications.

28.04 EXECUTION

All traffic striping, pavement markings (legend), and pavement markers removed prior to excavation or grinding shall be replaced except as modified in the Plans or as directed by the City Engineer. Prior to replacement, the Contractor shall layout all striping patterns and marking locations by cat tracking or other suitable means for review and approval by the City Engineer. Any striping and/or markings installed by the Contractor that the City Engineer has not pre-approved, and that the City Engineer determines are installed improperly or in the wrong location, shall be removed and replaced to the satisfaction of the City Engineer at the Contractor’s sole expense.

Surfaces which are to receive markings shall be thoroughly cleaned, free from loose materials and dry. Such areas shall be prepared by the Contractor to the satisfaction of the City Engineer.

Any damage to existing or newly placed traffic striping due to the failure of the Contractor to protect the work, and correction of errors, shall be repaired by the Contractor at no additional cost.

All new traffic stripes and pavement markings shall meet the following requirements for applications with enhanced wet night visibility:

The finished surface shall be cat-tracked within 24 hours of completion of paving work. Final striping shall be applied within one week of completion of paving work.

Nothing in these Specifications shall relieve the Contractor from their responsibilities as provided in Section 7-1.09, "Public Safety," of the Standard Specifications.

Paint for curbs shall comply with Section 84-2.04B(6) "Paint" of the Standard Specifications.

CONSTRUCTION

Construct recesses to 3/8-inch depth in a single pass. Allow wet ground recesses to dry a minimum of 24 hours and keep recesses free from debris.

Apply primer or surface preparation adhesive at a minimum rate of 1 gallon per 300 square feet.

Use a ribbon extrusion or screed type applicator to apply a thermoplastic traffic stripe.

Apply an extruded thermoplastic traffic stripe at a rate of at least 0.36 pounds per foot of 6-inch-wide solid stripe. The applied thermoplastic traffic stripe must be at least 0.060 inch thick.

Apply an extruded thermoplastic pavement marking at between 0.100 to 0.150-inch thick.

Apply Type 2 glass beads to the surface of the molten thermoplastic at a rate of at least 8 pounds per 100 square feet of stripe or marking.

Application of curb paint shall consist of two separate coats of traffic paint of the appropriate color to the face and top of the curb. Use mechanical wire brushing to remove dirt, contaminants, and loose material from the surface that is to receive curb paint.

Use abrasive blast cleaning to remove laitance and curing compound from the surface of new concrete that is to receive curb paint.

QUALITY CONTROL AND ASSURANCE

Within 14 days of applying a thermoplastic traffic stripe or pavement marking with enhanced wet night visibility, the retroreflectivity must be a minimum of 250 millicandelas per square meter per lux for white stripes and markings and 125 millicandelas per square meter per lux for yellow stripes and markings. Test the retroreflectivity under ASTM E 1710. Have a reflectometer as described in ASTM E 1710 at the job site for making these measurements.

28.05 MEASUREMENT AND PAYMENT

The contract price paid per square foot for **Bid Item 36 “Pavement Marking - Thermoplastic White”** shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in preparing the surface and installation of pavement markings as shown in the plans, as specified in the Standard Specifications and these Specifications, and as directed by the City Engineer. The payment quantity for a pavement marking is the area covering it.

The contract price paid per square foot for **Bid Item 37 “Pavement Marking - Thermoplastic Green”** shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in preparing the surface and installation of green thermoplastic bike markings as shown in the plans, as specified in the Standard Specifications and these Specifications, and as directed by the City Engineer. The payment quantity for a pavement marking is the area covering it.

The contract price paid per square foot for **Bid Item 38 “Pavement Marking – ADA Parking Stencils”** shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in preparing the surface and installation of ADA markings as shown in the plans, as specified in the Standard Specifications and these Specifications, and as directed by the City Engineer. The payment quantity for a pavement marking is the area covering it.

The contract price paid per lineal foot for **Bid Item 39 “Pavement Striping – Thermoplastic White”** shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in preparing the surface and installation of thermoplastic striping as shown in the plans, as specified in the Standard Specifications and these Specifications, and as directed by the City Engineer. The payment quantity for a traffic stripe is the length measured along the line of the traffic stripe without deductions for gaps in the broken traffic stripe.

The contract price paid per lineal foot for **Bid Item 40 “Pavement Striping – Thermoplastic Yellow”** shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in preparing the surface and installation of thermoplastic striping as shown in the plans, as specified in the Standard Specifications and these Specifications, and as directed by the City Engineer. The payment quantity for a traffic stripe is the length measured along the line of the traffic stripe without deductions for gaps in the broken traffic stripe. A double sprayable thermoplastic traffic stripe consisting of two 6-inch-wide or 8-inch-wide stripes are measured as a single traffic stripe.

The contract price paid per lineal foot for **Bid Item 41 “Pavement Striping – Thermoplastic Blue”** shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in preparing the surface and installation of

thermoplastic striping as shown in the plans, as specified in the Standard Specifications and these Specifications, and as directed by the City Engineer.

The contract price paid per lineal foot for **Bid Item 42 “Red Curb Paint”** shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in preparing the surface and installation of curb paint as shown in the plans, as specified in the Standard Specifications and these Specifications, and as directed by the City Engineer.

The contract price paid per lineal foot for **Bid Item 43 “Gray Curb Paint”** shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in preparing the surface and installation curb paint as shown in the plans, as specified in the Standard Specifications and these Specifications, and as directed by the City Engineer.

The contract price paid per lineal foot for **Bid Item 44 “Green Curb Paint”** shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in preparing the surface and installation of curb paint as shown in the plans, as specified in the Standard Specifications and these Specifications, and as directed by the City Engineer.

END OF SECTION

SECTION NO. 29 – ROADSIDE SIGNS AND POSTS (BID ITEMS 45 – 47)

29.01 GENERAL

Roadside signs shall be furnished and installed on new foundations at the locations shown on the plans or where designated by the City Engineer and in conformance with the provisions in the Standard Plans and Specifications and these special provisions.

29.02 SUBMITTAL

Contractor shall provide submittal for each Respective manufacturer’s product data for manufactured products.

29.03 MATERIALS

SIGNS

All signs and plaques shall conform to CA-MUTCD standards. All signs and plaques shall be Federally specified .080 gauge, 5052 aluminum. Unless specified otherwise, sign shall be 3M™ DG3 diamond grade cubed or equivalent prismatic sheeting, with anti-graffiti overlay. All sign assemblies shall use provided anti-vandal fasteners and tools to mount components to sign and sign to fixture.

SIGN POSTS

Roadside sign posts shall be one of the following or approved equal:

Western Highway Products:

10680 Fern Ave.
Stanton, CA 90680
(800)479-3793
Model: Ulti-Mate Sign Support System

Zumar Industries, Inc.:

9719 Santa Fe Springs Road
Santa Fe Springs, CA 90670
(800)654-7446 www.zumar.com
Model: Perforated Square Steel Sign Posts

Tapco:

5100 W. Brown Deer Road
Brown Deer, WI 53223
(800)236-0112 www.tapco.com
Model: Galvanized Square Post

Posts for roadside signs shall conform to Standard Plan RS1. Posts shall have a bolt installed at the base of the post, as recommended by the manufacturer, and as directed by the City Engineer. Posts shall be 12-gage galvanized steel 2.25-inch square tube with perforations, weighing 2.09 pounds per linear foot.

29.04 EXECUTION

Existing roadside signs shall not be removed until replacement signs have been installed or until the existing signs are no longer required for the direction of public traffic, unless otherwise directed by the City Engineer.

Signs and mounting shall be installed at the locations shown on the plans, or where directed by the City Engineer and shall conform to the provisions in Section 56-4, "Roadside Signs," of the Standard Specifications and these Special Provisions. Existing and new signs to be mounted to existing or new posts shall be done in accordance with applicable Caltrans standards.

29.05 MEASUREMENT AND PAYMENT

The contract price paid per each identified in the bid schedule **Bid Item 45 “Install New Sign”** shall include full compensation for furnishing the sign, all labor, materials, tools, equipment, incidentals for doing all the work involved in installing sign posts and foundation as shown in the plans.

The contract price paid per each identified in the bid schedule **Bid Item 46 “Install New 2” Post and Foundation”** shall include full compensation for furnishing the sign and sign post, all labor, materials, tools, equipment, incidentals for doing all the work involved in installing sign posts and foundation as shown in the plans.

The contract price paid per each identified in the bid schedule **Bid Item 47 “Install New 4” Post and Foundation”** shall include full compensation for furnishing the sign and sign post, all labor, materials, tools, equipment, incidentals for doing all the work involved in installing sign posts and foundation as shown in the plans.

END OF SECTION

SECTION NO. 30 – PARKING METERS, POST AND FOUNDATION (BID ITEM 48)**30.01 GENERAL**

Parking meter post and foundation shall be furnished and installed on new foundations at the locations shown on the plans or where designated by the City Engineer and in conformance with the provisions in the Standard Plans and Specifications and these special provisions.

30.02 SUBMITTALS

Contractor shall submit manufacturer’s product data and installation recommendations by manufacturer for any manufactured products for favorable review by the Engineer.

30.03 EXECUTION

Parking meter post and foundation shall be installed at the locations shown on the plans and as directed by the Engineer. Contractor will install the parking meter post and foundation per the manufacturer’s specifications and instructions and per the direction of the Engineer and shall furnish all materials needed to reinstall and will dispose of all excess materials. Pay station to be reinstalled on flat, uncracked concrete. Units shall be installed stable, plumb, and square in true alignment. Verify specific furnishing orientations prior to installation.

30.04 MEASUREMENT AND PAYMENT

The contract price paid per each identified in the bid schedule **Bid Item 48 “Install New Meter Post and Foundation”** shall include full compensation for furnishing meter post and foundation, all labor, materials, tools, equipment, incidentals for doing all the work involved in installing meter post and foundation as shown in the plans.

END OF SECTION

SECTION NO. 31 – LANDSCAPE PLANTING (BID ITEM 49)**31.01 GENERAL**

Planting shall conform to the provisions in Section 20 of the Standard Specifications. Work consists of tree protection, soil analysis, recommendations and preparation, planting trees and shrubs, and installing mulch.

31.02 SUBMITTAL

Contractor shall provide submittal for each Respective manufacturer's product data for manufactured products.

31.03 MATERIALS

Plant Quality and Size: Plants shall be vigorous and of normal habit of growth and shall be free of girdling roots, disease, insects, insect eggs and larvae. Trees shall have straight trunks with the leader intact, unless otherwise specified. All abrasions and cuts shall be completely callused over. Plants shall be of standard size for container and species, unless specified otherwise in the container and species, unless specified otherwise in the Drawings. Any undersized material shall be rejected. The heights of plants and of branching shall be measured where the branches are in normal positions. Plants shall not be pruned prior to delivery, except upon special approval.

Nomenclature: Plant names used in the drawings and Specifications conform to Standardized Plant Names, by the Joint Committee on Horticultural Nomenclature. Names of varieties not included therein conform generally to names accepted in the Nursery trade.

Plant labels: Plant labels shall identify a typical sample of each species and variety.

Substitutions: Substitutions are not desired. When substitutions are allowed, all requirements of the specified plant shall be met, and in no case shall substitutions be made without the written approval of the City Engineer.

Annuals, cuttings, and balled or bare root stock plants shall have been grown in a nursery under climatic conditions similar to those in the locality of the project for at least one (1) year prior to delivery to the site. Boxed trees shall be well established in boxes before delivery to the site. Balled stock shall be freshly dug. The ball or balled stock shall have the original soil in which it was grown, without addition, the balls shall be whole and intact, and not broken on arrival at the site. Burlap used shall be of sufficient size to enclose the complete dirt ball and shall be tied securely with stout twine. Balled stock or bare root stock may be furnished where canned containers are specified, only with approval by the Landscape Architect.

Bark Mulch: All planting areas to receive 3" layer of bark mulch. Mulch to be 'Gold Nuggets by Sungrow Landscape Products'. Submit sample prior to placement for approval.

31.04 EXECUTION

Plant locations shown in the Plans are relative and the Contractor may adjust the location of plants in order to achieve the intended results. The Contractor shall locate the center point of shrubs no closer than 30 inches (2.5') to pavements or curbs. The plant locations shown on the plans are intended to create a 18" maintenance access zone between mature plants and the curb.

Plant holes shall be dimensioned as shown in the drawings, or at least twice the width of the rootball. Plant holes shall be roughly cylindrical. The walls and bottoms of plant holes shall be scarified.

Proper drainage of plant pits is necessary. The Contractor shall inform the City Engineer if any subsoil conditions cause the detention of water in plant holes for than twenty-four (24) hours, and shall submit proposals for correcting such drainage conditions before proceeding with planting. Planting under such conditions may not proceed without the approval of the City Engineer.

If plants do not have young feeder roots showing at the edge of the container, loosen their roots and cut in a few places to encourage new feeder root development along the perimeter of the rootball.

Soil excavated from plant holes, if suitable as topsoil and approved by the City Engineer or their authorized representative, may be re-used for planting operations. If unsuitable soil is encountered in excavation, such soil shall be removed from the site and a sufficient amount of approved topsoil as recommended by a soil analysis of suitable soil amendment or planting soil for installing plant material shall be provided.

Trees shall be set true and plumb with the top of the plant ball, as grown in the nursery can container. The top of the plant ball shall be set at the finish grade of the planting area. The Contractor shall be responsible for any settling and shall raise and replant any plants whose crown settles below the finish grade.

Place backfill in bottom of plant hole after making sure base of hole is loose enough for good drainage. After placing plant ball as detailed, firm backfill around ball of roots of plant and water thoroughly.

Except where a plant is in a lawn area or where a single plant space is otherwise edged, form a berm or ridge of soil in a neat circle at the drip-line of each existing tree and new shrub, to facilitate watering and hold top mulch.

After planting, fine grade all planting areas.

Immediately following plant installation, hand water thoroughly.

Install root barrier.

31.05 MEASUREMENT AND PAYMENT

The contract per square foot price paid for **Bid Item 49 “Top Soil and Mulch”** shall include full compensation for furnishing all labor, materials, tools, equipment, supervision, and incidentals and for doing all the work involved in soil preparation complete in place, as shown on the plans, as specified in the Standard Specifications and these Specifications, and as directed by the Engineer as may be required to complete the work and no additional compensation will be allowed.

END OF SECTION

SECTION NO. 32 – SOIL PREPARATION (BID ITEM 50)**32.01 GENERAL**

Refer to Section 20-1.03(C) “Roadside Clearing” and Section 20-3 “Planting” of the State Revised Standard Specifications for clearing planting areas, preparing planting areas, and planting plants.

Work consists of soil preparation for groundcover. Where a landscaped area is to be planted, contractor shall amend soil and add top soil to reach the finished grade. For all other dirt areas shown in the plans, the contractor shall import top soil to fill to finished grade in preparation for mulch groundcover.

32.02 SUBMITTAL

Submit to the Engineer at least fourteen (14) calendar days prior to installation samples of materials for approval. For standard products, also submit the manufacturer's certified analysis. For other materials, submit an analysis by a recognized laboratory made in accordance with the current methods established by the Association of Official Agricultural Chemists.

Submit to the City Engineer written certification stating quantity, type, composition, weight and origin of all amendments and chemicals delivered to the site for soil preparation work.

32.03 MATERIALS

Composted soil amendments: No amendment shall be delivered to the site without prior approval by the Engineer. Supply Engineer with a sample of amendment accompanied by analytical data from an approved laboratory illustrating degree of compliance.

Composted soil amendments shall meet the following requirements, available at American Soil Products, (WonderGrow Organic Compost), SMaRT Soil Products, San Leandro, 510-638-2303, (Garden Gold Compost): or equal

- Particle size Distribution: 13mm minus.
- Feedstock: Make from recycled yard trimmings and pre-consumer vegetable and fruit trimmings from a regional produce market.
- Organic Matter: 50%-57%
- Carbon to Nitrogen Ratio: 23:1-32:1
- pH: 7.2-8.2
- Nutrient Ranges per Cubic Yard:

- N= 2.9 - 4.8 kg
- P= 0.3 - 0.6 kg
- K= 1.75 - 2.35 kg
- Ca= 4.75 - 6.5 kg

Imported Planting Soil shall be *General Landscape Soil* blend –by American Soil & Stone Products, 2121 San Joaquin Street, Building A, Richmond California, phone 510-292-3000, or approved equal, containing the following characteristics (by volume), or approved equal:

- 60% Sandy Loam
- 20% WonderGrow Organic Compost (OMRI Listed)
- 10% Aged Wood Fines
- 10% Grape Compost
- pH – 7.3
- Lime – None
- Salinity (ECe) – 3.1 dS/m
- Percolation Rate – 4 inches per hour

Commercial Fertilizer: Commercial fertilizer shall be commercially processed fertilizer and shall conform to applicable requirements of agricultural laws and regulations of the State of California.

Post-Planting Fertilizer: Complete fertilizer, fifty percent of the nitrogen to be derived from natural organic sources or urea-form. Available phosphoric acid shall be from superphosphate, bone or tankage. Potash shall be derived from muriate of potash containing 60 percent potash:

- 16% Nitrogen
- 6% Phosphoric Acid
- 8% Potash

Quantities of Amendment and Fertilizer:

Roto-till thoroughly the following into the top 6” of all planting areas:

Amount per 1000sf

5.0 cubic yards Composted Soil Amendment

20 pounds 6-20-20 fertilizer (Best' Cropmaker)

Thoroughly mix the following and use as backfill for all trees, shrubs and vines:

Amount per cubic yard

3/4 cubic yard On site soil from hole

1/4 cubic yard Composted Soil Amendment

3 pounds 6-20-20 fertilizer (Best's Cropmaker)

32.04 EXECUTION

1. Soil Moisture Content: Do not work soil when moisture content is so great that excessive compaction will occur, or when the soil is so dry that clods will not break readily or dust will form in the air. Apply water as required to prevent the formation of an airborne dust nuisance and to provide ideal soil moisture content for tilling.
2. Subgrade Scarification: All landscape areas shown in the plans shall be scarified to a minimum depth of 8 inches (200 mm) and tilled to break down clods. Any rocks over 1 inch (25 mm) in any dimension, gravel, and miscellaneous debris shall be removed. Any areas which, subsequent to initial scarification become recompacted as a result of having been subjected to vehicular traffic shall be re-ripped.
3. Topsoil Layer: All landscape areas shall finish with site soil placed to eighty percent (80%) maximum relative compaction, as determined by Test Method No. California 216. Minimum depth of topsoil layer shall be 4 inches (150 mm) unless indicated otherwise in the Drawings.
4. Incorporate commercial fertilizer and soil amendments as specified, cultivate top 6 inches (150 mm) of soil in all areas, and remove all sticks, stones over 1 inch (25 mm) in any dimension, roots, weeds and other foreign material.

SOIL AMENDMENT

1. Provide soil analysis from an approved testing laboratory. Soil analysis using Saturate Media Analysis will not be allowed and rejected outright for soil analysis. Soil analysis must include pH, salinity, sodium hazard, boron hazard, lime content, organic matter, soil texture and available nutrient levels. Submit test results, analysis, and recommendations for:
2. Top Soil Analysis: After approval of rough grading and topsoil placement, obtain representative samples of topsoil taken from approved site locations and submit to approved testing agency for "agricultural suitability" analysis report, including evaluation of physical and chemical properties of soil and recommendations for adding amendment and fertilizers to the soil. Upon approval of the Laboratory's report by the Engineer, the report recommendations become a part of the Specifications. Provide the quantities of soil amendment, fertilizer and other additives in accordance with the report.
3. Imported Top Soil Analysis: Submit sample to approved testing laboratory for "agricultural suitability" analysis report, including evaluation of physical and chemical properties of soil and recommendations for adding amendment and fertilizers to the soil. Upon approval of the laboratory's report by the Engineer, the soil and report recommendations become a part of the Specifications. Provide the quantities of soil amendment, fertilizer and other additives in accordance with the report.
4. Imported Soil Fill shall fall within acceptable tolerances for plant fertility and suitability and shall have a pH value between 6 and 7.5. Imported soil fill that exceed acceptable

levels for Macro and Micro – Nutrients for plants as indicated in soil laboratory testing will be rejected and shall not be used for project.

5. The following organic amendments, soil amendments, and fertilizer rates and quantities are to be used for bid basis only.

Provide topsoil as required to complete landscape work. Topsoil to be furnished shall be fertile and friable, possessing characteristics of representative productive soils on the site. It shall not contain toxic substances which may be harmful to plant growth. If herbicide contamination is suspected then a radish/rye grass growth trial must be performed. Consult with Engineer prior to decision to test. It shall be uniformly textured and free of all objectionable foreign materials, oil, or chemicals which may be injurious to plant growth. Natural topsoil shall possess a pH factor between 5.5 and 7.5, a sodium adsorption ratio (SAR) of less than 8, a boron concentration of the saturation extract of less than 1 ppm, and salinity of the saturation extract at 25C degrees of less than 4.0 millimhos per centimeter. Obtain topsoil from naturally well- drained sites where topsoil occurs in a depth of not less than 4 inches; do not obtain from bogs or marshes. Topsoil from the project stockpile which meets the requirements is acceptable.

Planting Soil (Topsoil) is defined as on-site surface soil. Satisfactory planting soil shall be free of subsoil, heavy or stiff clay, lumps, stones, and other objects over 4 inches in diameter, and without weeds, roots, and other objectionable material.

Imported Topsoil shall be tested by an approved soils laboratory for compatibility with existing on-site soils and fertility. Submit soil laboratory's analysis and amendment recommendations. Imported topsoil shall be subject to inspection by the Engineer at the project site. Remove rejected topsoil immediately at your expense. The imported topsoil shall be blended on site with the following ratio:

- 1 part of compost blended with 2 parts of imported soil.
 - Imported planting soil pH value to be between 6.0 and 7.5 with boron concentration of the saturation extract of less than 1 ppm, salinity of the saturation extract at 25 degrees C. of less than 4.0 millimoles, and a sodium absorption rate (SAR) of less than 8.
 - Silt and clay content of imported planting soil is not to exceed that of the existing soil it is to be placed over.
 - Do not deliver topsoil to the site until the Engineer has reviewed soils report and has approved submittals.
 - Import soil fill as needed to complete the job with the following properties:
 - Imported planting soil pH value to be between 6.0 and 7.5 with boron concentration of the saturation extract of less than 1 ppm, salinity of the saturation extract at 25 degrees C. of less than 4.0 millimoles, and a sodium absorption rate (SAR) of less than 8.
 - Silt and clay content of imported planting soil is not to exceed that of the existing soil it is to be placed over.
- Do not deliver topsoil to the site until the Engineer has reviewed soils report and has approved submittals.

- For bidding purposes, assume Soil Amender Compost, available from Organic Solutions, 1460 Goodyear Road, Benecia, California 94510, ph. (707) 751-0466 or approved equal. Application rate per 1000 square feet:

6 cubic yards

ORGANIC COMPOST

- Organic Amendment: Feedstock shall be no longer recognizable. Compost amendment shall contain fairly uniform particle size, no weed sprouts. Submit a nutrient analysis and testing data from a third party or soil lab, such as the STA Seal of Testing Assurance by the US Composting Council; or OMRI, Organic Materials Review Institute. Organic Compost shall meet the following criteria:
- Particle size: 100% passing a 1" screen or smaller.
- Salt Concentration: Must be reported; may vary but < 4.0 mmhos/cm preferred. Soil should be test. <2.5 mmhos/cm preferred for soil/compost blend.
- Feedstock Materials shall be specified and include at one or more of the following: landscape/yard trimmings, grass clippings, food scraps, and agricultural crop residues.
- Nutrient Content: provide analysis detailing nutrient content including N-P-K; Ca; Mg; S; and Bo. Nitrogen content 1% or above preferred.
- Trace Contaminants Metals (Lead, Mercury, etc.). Product must meet US EPA, 40 CFR 503 regulations.
- pH: pH shall be between 5.5 and 8.
- Visible Contaminants: compost shall be relatively free of inert ingredients, including glass, plastic and paper, < 0.1 % by weight or volume.
- Moisture Content shall be between 35% - 55% of dry solids.
- Organic Matter Content: 50% - 60% by dry wt. preferred, 30-70% acceptable.
- Carbon and Nitrogen Ratio: C:N < 20:1.
- Stability/Maturity: shall have a dark brown color and a soil-like odor. Compost exhibiting a sour or putrid smell, containing recognizable grass or leaves, or is hot (120F) upon delivery or rewetting is not acceptable.
- Weed seed/pathogen destruction: provide proof of process to further reduce pathogens (PFRP). For example, turned windrows must reach min. 55C for 15 days with at least 5 turnings during that period.
- Modify existing or construct new tree wells as detailed on the plans and conforming to these specifications.

32.05 MEASUREMENT AND PAYMENT

The contract lump sum price paid for **Bid Item 50 "Soil Preparation"** shall include full compensation for furnishing all labor, materials, tools, equipment, supervision, and incidentals and for doing all the work involved in soil preparation complete in place, as shown on the plans, as specified in the Standard Specifications and these Specifications, and as directed by the Engineer as may be required to complete the work and no additional compensation will be allowed.

END OF SECTION

SECTION NO. 33 – GROUND COVER (BID ITEM 51)**33.01 GENERAL**

Attention is directed to the provisions in Section 20 of the Caltrans Revised Standard Specifications. Contractor shall spread mulch ground cover as indicated in the plans.

33.02 SUBMITTAL

Contractor shall submit for all proposed mulch materials.

33.03 EXECUTION

Mulching: Mulched areas shall be thoroughly watered. After watering, mulch shall be raked to provide a uniform finished surface.

33.04 MEASUREMENT AND PAYMENT

The lump sum price payment for **Bid Item 51 "Ground Cover"** shall include full compensation for furnishing all labor, materials, tools, equipment, storage, hauling, and incidentals for doing all the work involved as shown in the plans.

END OF SECTION

SECTION NO. 34 – ADJUST IRRIGATION (REVOCABLE ITEM) (BID ITEM 52)**34.01 GENERAL**

All labor, planting, irrigation system, materials, supplies, tools and transportation to perform all operations in connection with construction complete in-place as indicated in the plans.

34.02 SUBMITTAL

Contractor shall provide submittal for each respective manufacturer's product data for manufactured products. For Irrigation, include sealants, cements, lubricants and other proprietary items. A complete material list shall be submitted prior to performing any work.

34.03 MATERIALS**IRRIGATION**

Pipe and Fittings: Main lines (constant pressure) and lateral lines (non-pressure) shall be High Density Polyethylene (HDPE) pipe and shall comply with ASTM D3035-14a or ASTM F714-13. Pipe shall be IPS diameter, Standard Dimension Ratio (SDR) 11 and made from PE4710 compound meeting ASTM D3350 Code C with 2% to 3% carbon black. Butt fusion joints shall be made between parts of the same diameter and the same SDR. Metal Pipe shall be Schedule 40 galvanized steel conforming to ASTM 53B. Metal pipe shall be wrapped in 2-inch wide, 20 mil thick, black HDPE all weather corrosion-resistant tape with high tack adhesive. Use threaded galvanized steel fittings. Provide dielectric fittings where dissimilar metals come into contact. Connections between main lines and remote control valves shall be of HDPE (threaded both ends) nipples and fittings.

Fittings

- Molded butt fusion fittings shall comply with ASTM D3261-12ε. Fittings shall be IPS diameter, SDR 11. They shall be made from PE4710 compound meeting ASTM D3350 Code C with 2% to 3% carbon black.
 - Molded socket fusion fittings shall comply with ASTM D2683-10ε. Fittings shall be IPS diameter and SDR 11 or better, and made from PE4710 compound meeting ASTM D3350 Code C with 2% to 3% carbon black.
 - Threaded Transitions: PE x MNPT Stainless Steel transitions shall be SDR 11. The threaded end shall be 316 Stainless Steel. NPT threads shall comply with ANSI B1.20.1. The material shall be PE4710 compound meeting ASTM D3350 Code C with 2% to 3% carbon black.
-
- Gate Valves: 2½ inch and smaller shall be lead-free bronze construction conforming to ASTM B584 Alloy C87850 with screw-in bonnet, non-rising stem, operating wheel and threaded connections.

Ball Valves: Ball valves shall be Class 150 bronze full port design. Ball valves to be installed upstream of each remote control valve.

Remote Control Valves: Remote control valves shall be globe pattern constructed of heavy-duty glass-filled nylon and stainless steel with internal and external bleed. Operating pressure shall be 10 to 150 psi and flow range shall be .1-180 gpm. All internal parts shall be removable from the top. Each valve shall have a plastic tag denoting its controller and station number.

Controllers: Controllers shall be as listed on the Drawings and shall have the following features:

- Battery powered.
- Utilize soil moisture sensing.
- UL listed, solid state, capable of automatic or manual operation.
- Non-volatile memory.
- Scheduling with minimum 3 independent programs, and rain delay of 1-99 days

Control Wire: Copper with UL approval for direct burial in ground, size #12-1 for common wire and size #14 1 for control wire. Common ground wire shall have white insulating jacket; control wire shall have insulating jacket of color other than white. Provide a separate ground wire for each controller. Splices shall be made with 3M DBR/Y-6 connectors.

VALVE BOXES: High density polyethylene construction with UV inhibitors. Lid shall be green in color and have stainless steel bolt-down mechanism. Boxes, lids, and bolts shall be from the same manufacturer. Plastic valve boxes shall be by Carson, NDS Pro Series, or equal. Valve box sizes are noted on drawing details. The lid shall be marked as follows:

- Remote Control Valves – “Irrigation Control Valve” or “ICV” with the station number in one inch (1”) high white enamel or heat branded numbers and letters.
- All other valves - “Irrigation Control Valve” or “ICV”.

Drip System: Provide all components required for complete system:

- Wye Filter: Corrosion resistant plastic housing, 1inch FIPT/MIPT connections with removable stainless steel screen and integral flush valve with hose threads. Screen shall be 155 mesh.
- Pressure regulator: Constructed of thermoplastic with stainless steel compression spring and securing screws. Pre-set to maintain constant outlet pressure of 40 psi.
- Drip tubing shall be extruded from low-density polyethylene. Tubing shall be UV protected. Fittings shall be by the same manufacturer as the tubing.

Subsurface Irrigation: Dripline tubing and pressure compensating emitters shall be extruded from linear low-density polyethylene. Tubing shall have a minimum nominal diameter of 17mm with a minimum wall thickness of 0.045. Tubing shall be pre-fitted with fleece wrap in two wings extending 16" on opposite sides of tubing.

All accessories listed below shall be furnished by the same manufacturer as the dripline.

- Line Flushing Valves – the subsurface irrigation system shall utilize manual flush valves at the end of each independent zone area. Manual valve shall be a ball valve connected to polyethylene tubing.
- Air/Vacuum Relief Valve – each independent irrigation zone shall utilize an air/vacuum relief valve at its high point. The air and vacuum relief valve shall seal effectively from 2 to 10 psi.

Soil Moisture Sensor: Soil moisture sensor shall be compatible with specified controller. Sensor shall be ceramic probe type, with 18 AWG wire leads for connection to controller. Sensor may be installed up to 1000' from controller.

Miscellaneous Installation Materials: Solvent cement and primer for solvent weld joints shall be of make and type approved by manufacturer(s) of pipe and fittings. Cement shall be maintained at proper consistency throughout use. Pipe joint compound shall be non hardening, non toxic materials designed specifically for use on threaded connections in water carrying pipe. Performance shall be same as Christy Ultra Seal Thread Sealant T10,000.

Drain rock: ¾-inch washed pea gravel.

Miscellaneous Equipment: Provide all equipment called for by the Drawings. Provide to the Owner, at completion of the Maintenance Period, three (3) each of all operating and servicing keys and wrenches required for complete maintenance and operation of all heads and valves. Include all wrenches necessary for complete disassembly of all heads and valves. Provide three (3) sets of keys to both controller cabinets.

PLANTING

Bioretention soil mix: Commercially available 'loamy sand' bioretention soil meeting percolation requirements with clay content up to 10% of mix. 'Lyngso Biotreatment Soil' as available from Lyngso Garden Materials, 650.364.1730 or approved equivalent.

Planting soil mix: Sandy loam amended with compost. 'General Landscape Soil' as available from American Soil and Stone, 510.292.3000 or approved equivalent.

Compost: UCC certified locally sourced and processed organic compost. Z-Best Organic Compost as available from Zanker Road Recycling Facility, 408.846.1577, or approved equivalent.

34.04 REFERENCES

ASTM – American Society for Testing and Materials

A53 – Standard Specification for Pipe, Steel, Black and Hot-Dipped, Zinc-Coated, Welded and Seamless

ICC – International Code Council

NEC – National Electric Code

State of California, Division of Industrial Safety

Electrical Safety Orders

UPC – Uniform Plumbing Code

34.05 QUALITY ASSURANCE

IRRIGATION

OSHA Compliance: All articles and services covered by this Specification shall meet or exceed the safety standards established under the Federal Occupational Safety and Health Act of 1970, together with all amendments in effect as of the date of this Specification.

The subcontractor shall erect and maintain barricades, guards, warning signs, and lights as necessary or required by OSHA regulations for the protection of the public or workmen.

Regulatory requirements: In addition to complying with all pertinent codes and regulations, comply with the latest rules of NEC and the Electrical Safety Orders of the State of California, Division of Industrial Safety, for all electrical work and materials. The materials and methods to be used in constructing the irrigation system shall conform to the applicable provisions of the UPC.

When the Specifications call for materials or construction of a better quality or larger size than required by the above-mentioned rules and regulations, the provision of the Specifications shall take precedence over the requirements of the said rules and regulations.

The subcontractor shall furnish without any extra charge any additional material and labor when required by the compliance with these rules and regulations, though the work be not mentioned in these particular Specifications or shown on the Drawings.

Any existing buildings, equipment, piping, pipe covering sewers, sidewalks, landscaping, etc., damaged by the subcontractor during the course of their work shall be replaced or repaired by the subcontractor in a manner satisfactory to the Owner's Agent and at subcontractor's

own expense, and before the final payment is made. The subcontractor shall be responsible for damage caused by leaks in the piping systems being installed by him. They shall repair, at their own expense, all damage so caused, in a manner satisfactory to the Owner's Agent.

The subcontractor, personally or through an authorized and competent representative, shall supervise the work constantly, and shall as far as possible keep the same foreman and workmen on the job from commencement to completion. The workmanship of the entire job must in every way be first class, and only experienced and competent workmen will be allowed on the job.

PLANTING

Plants not meeting the specified sizes and quantities at time of inspection are subject to rejection and replacement.

Submit manufacturer's cut sheets for all other planting materials specified.

34.06 EXECUTION

IRRIGATION

PREPARATION

Schedule and coordinate placement of materials and equipment in a manner to effect the earliest completion of work in conformance with construction and progress schedule.

Contractor shall field verify the static water pressure at the project site prior to commencing work or ordering irrigation materials. If contractor fails to verify static water pressure prior to commencing work, contractor shall assume responsibility for all costs required to make system operational.

Examine areas and conditions under which work of this section is to be performed. Do not proceed with work until necessary conditions have been corrected.

HANDLING AND STORAGE

Protect work and materials from damage during construction and storage as directed by Architect.

Handle pipe carefully; especially protecting it from prolonged exposure to sunlight.

Store sub-surface dripline and polyethylene tubing in cool dry place out of sunlight during installation.

LAYOUT

Layout work as accurately as possible in accordance with diagrammatic drawings.

Where site conditions do not permit location of piping, valves and heads where shown, notify Architect immediately and determine relocation in a joint conference.

Run pipelines and automatic control wiring in common trenches whenever practical.

EXCAVATING AND TRENCHING

Excavation shall be in all cases ample in size to permit the pipes to be laid at the elevations intended and to permit ample space for joining.

Depth of trenches shall be enough to provide minimum cover from finish grade to top of pipe in trenches, as follows:

1. 18-inch minimum cover over main lines to the control valves and quick coupling valves.
2. 18-inch minimum cover over direct burial control wires from controller to valves.
3. 12-inch minimum cover over the valve controlled lines to sprinkler heads.
4. 24-inch minimum cover over sleeves.
5. 12-inch cover over subsurface drip tubing.

Restore surfaces, existing underground installations, etc., damaged or cut as a result of excavations, to original conditions in a manner approved by the Architect.

Where other utilities interfere with irrigation trenching and pipe work, adjust the trench depth as instructed by Architect.

ASSEMBLING PIPELINES

All pipes shall be assembled free from dirt and pipe scale. Field cut ends shall be reamed only to full pipe diameter with rough edges and burrs removed. Connections between main lines and remote control valves shall be of Schedule 80 PVC (threaded both ends) nipples and fittings.

Risers shall be as follows: Schedule 80 PVC threaded nipples and Schedule 80 PVC ells as shown on the construction details.

SOLVENT WELD JOINT:

1. Solvents: Use solvents and methods specified by pipe manufacturer.
2. Curing Period: Minimum of 1 hour before applying any external stress on the piping and at least 24 hours before placing the joint under water pressure.

THREADED JOINT:

1. Field threading of plastic pipe or fittings is not permitted. Factory formed threads only will be permitted.
 2. Factory made nipples shall be used wherever possible. Field cut threads in metallic pipe will be permitted only where absolutely necessary. When field threading, cut threads accurately on the axis with sharp dies.
 3. All threaded joints shall be made up with pipe joint compound. Apply compound to male threads only.
 4. Where assembling metallic pipe to metallic fitting or valve, no more than three (3) full threads shall show when joint is made up.
 5. Where assembling to threaded plastic fitting, take up joint no more than one full turn beyond hand tightening.
 6. Where assembling soft metal (brass or copper) or plastic pipe, use a strap type friction wrench only; do not use a metal jawed wrench.
- Cap or plug openings as pipeline is assembled to prevent entrance of dirt or obstruction. Remove caps or plugs only when necessary to continue assembly.

Where pipes or control wires pass through sleeves, provide a removable non-decaying plug at ends of sleeve to prevent entrance of earth.

REMOTE CONTROL VALVES

Install where shown on Drawings and group together where practical. Limit one remote control valve per box with no exceptions.

Locate valve boxes 12 inches from and perpendicular to walk edges, buildings and walls. Provide 12 inches between valve boxes where valves are grouped together.

Thoroughly flush main line before installing the valve.

Install in shrub or ground cover areas where possible, or as shown on plan.

Label control line wire at each valve with a 2 1/4" x 2 3/4" polyurethane I.D. tag, indicating identification number of the valve (controller and station number). Attach a label to control wire.

VALVE BOXES

Install one valve box for each type of valve unless otherwise noted.

Install boxes 12 inches from walk or header and 12 inches apart. Short side of rectangular boxes shall be parallel to walk or header. Install 2 inches above finish grade in groundcover areas and flush with grade in lawn areas.

Install common bricks as shown and as required to keep box stable. Install gravel sump after compaction of all trenches.

Gopher Wire: Install 1/2 inch wire mesh at base of all irrigation boxes. Wrap wire mesh tightly up all sides of box for sufficient seal.

SUB-SURFACE IRRIGATION

Install per manufacturer's instructions, including recommended overlap.

Install dripline in a grid pattern 12 inches below finish grade.

Install air/vacuum relief valve at the highest point of each circuit on a line that is perpendicular to the dripline rows (exhaust header or lateral connecting dripline.) Install in 6 inch round valve box.

Install manual flush valve at a point farthest away from source or along exhaust header. Install in 6 inch round valve box.

AUTOMATIC CONTROLLER

Provide and install automatic irrigation controller in valve box with remote control valve it controls.

Connect control lines to controller in sequential arrangement according to assigned identification number of the valve. Each control line wire shall be labeled at controller with a permanent non-fading label indicating station number of the valve controlled. Attach label to control wire.

Contractor is responsible for programming the controller. Provide optimum amounts of water for each plant type to maintain plants in vigorous healthy condition. Reprogram as required at end of maintenance period.

BACKFLOW PREVENTION ASSEMBLY

Arrange for testing of existing backflow prevention assembly by a Certified Backflow Preventer Tester. Submit written report of test results to Owner's Representative.

BACKFILLING

Backfill only after piping has been tested, inspected and approved.

Backfill material shall be the earth excavated from the trenches, free from rocks, concrete chunks, and other foreign or coarse materials.

A stable and uniform bedding of at least 2" shall be provided for the pipe and any protruding features of its joints and/or fittings. The middle of the bedding, equal to 1/3 of the pipe outside diameter, may be loosely packed with the remainder compacted to a minimum of 90

percent standard proctor density. Pipe bedding material shall be Class II, clean, coarse grained materials, such as gravel, coarse sands and gravel/sand mixtures (1 ½ inches maximum in size.)

All pipe under asphalt paving shall be backfilled with 4 inches of clean sand on all sides of pipe.

Place backfill materials in 6 inch layers and compact by jetting or tamping to a minimum compaction of 90 percent of original soil density.

Dress off areas to finish grades and remove excess soil, rocks or debris remaining after backfill is completed.

If settlement occurs along trenches, and adjustments in pipes, valves and sprinkler heads, soil, sod or paving are necessary to bring the system, soil, sod, or paving to the proper level or the permanent grade, subcontractor, as part of the work under this Contract, shall make all adjustments without extra cost to the Owner.

PIPE TESTS

Notify Architect at least three (3) days in advance of testing.

Perform testing at their own expense.

Center load piping with a small amount of backfill to prevent arching or slipping under pressure. No fitting or joint shall be covered.

Apply the following tests after weld plastic pipe joints have cured at least 24 hours.

1. Test live (constant pressure) and quick coupling valve lines hydrostatically at 125 PSI minimum. Lines shall be filled with water and pressure gauge connected to the pipe line. After lines have reached the 125 PSI, (use hydraulic pump or other safe method – do not use an air compressor) cut off the source of pressure. Lines will be approved if test pressure (with an allowable drop of 2 PSI) is maintained for two (2) hours. Should leaks develop during the test period, they shall be located and repaired and retested in the same method. The subcontractor shall make tests and repairs as necessary until test conditions are met.

2. Test remote control valve controlled lines with water at line pressure and visually inspect for leaks. Retest after correcting defects.

Remake faulty joints with new materials. Do not use cement or caulking to seal leaks.

SYSTEM ADJUSTMENT

Drip System Check

1. Immediately after installation, flush lateral line piping by opening the flush valve.

2. Clean filter screens. Open filter flush valve for at least 10 seconds. Clean or replace clogged elements.
3. Verify that emitters are producing specified water output. Review system for clogs and leaks. Correct deficiencies.

GUARANTEE

It shall be the responsibility of subcontractor to fill and repair all depressions and replace all necessary lawn and planting due to the settlement of irrigation trenches for one year following completion and acceptance of the job.

The subcontractor shall also guarantee all materials, equipment and workmanship furnished by them to be free of all defects of workmanship and materials, and shall agree to replace at their expense, at any time within one year after installation is accepted, any and all defective parts that may be found.

CLEANUP

When work of this section has been completed, and at such other times as may be directed, remove all trash, debris, surplus materials and equipment from the site.

RECORD DRAWINGS

1. The subcontractor shall maintain in good order, in the field office, one complete set of bond prints of all irrigation drawings which form a part of the Contract, showing all water lines, sprinklers, valves, controllers and stub outs. Any work not installed as indicated on the Drawings, shall be recorded and dimensioned accurately from the building walls on these prints. All as-built markups shall be indicated in red.
2. All underground stub outs for future connections and valves shall be located and dimensioned accurately from building walls on these record drawings.
3. Upon completion of the work, obtain reproducible prints from Architect and neatly correct the prints to show the as built conditions.

CONTROLLER CHARTS

1. Record Drawings shall be accepted by Architect before controller charts are prepared.
2. Provide one controller chart for each controller supplied.
3. Charts shall be the maximum size that the controller door will allow, showing areas covered by each controller. Chart shall be an electrostatic copy and a different color shall be used to indicate area of coverage for each station. Enlarge valve sequence to be readable when drawing is reduced.

4. After being completed and accepted, seal by plastic laminating. Laminating sheets shall be a minimum of 10 mil thick.

OPERATIONS AND MAINTENANCE MANUALS

1. Deliver to owner at least 10 days prior to completion of construction, 2 complete sets of the following data. Data shall be on 8 1/2 inch by 11 inch sheets, in a 3-ring binder.

- a. Index sheet stating Contractor's address and telephone number and list of equipment with name and addresses of local manufacturer's representatives.
- b. Catalog and parts sheets on all material and equipment installed under this Section.
- c. Complete operating and maintenance instructions for all equipment.
- d. Complete and dated manufacturer's warranties for all materials used.

2. Irrigation Maintenance Schedule to include, but not be limited to, routine inspection, adjustment, and repair of the irrigation system and its components.

LAYOUT OF WORK

The irrigation contractor shall stake out the irrigation system as shown on the Drawings. Stakes shall be approved by Landscape Architect before construction is started. Any changes, deletions or additions shall be determined at this check.

INSTRUCTION

After the system has been installed and approved, subcontractor shall instruct the Owner's representative in complete operation and maintenance of the irrigation system.

WARRANTY

Provide 1 year guarantee for Work of this Section in accordance with Section 1700.

Provide supplemental guarantee, on Contractor's letterhead:

- 1. Warrant that irrigation system has been installed according to Drawings and Specifications, and that system will be free of defects in products and installation for 1 year from Substantial Completion. Manufacturer's warranties shall only supplement special warranty.
- 2. Agree to repair or replace defective Work, or adjacent work which is damaged by such defects, with the exception of ordinary wear and tear, abuse or neglect. This includes damage to site improvements caused by settlement of improperly compacted trench backfill.
- 3. Owner reserves the right to make temporary repairs as required.

The subcontractor shall pay for all permits, licenses, and fees required.

34.07 MEASUREMENT AND PAYMENT

The lump sum price payment for **Bid Item 52 “Adjust Irrigation”** shall include full compensation for furnishing all labor, materials, tools, equipment, storage, hauling, and incidentals for doing all the work involved as shown in the plans.

This is a **“Revocable Bid Item”** may be revoked at any time, including before, during or after bid opening and awarded at sole discretion of the City.

END OF SECTION

SECTION NO. 35 – FINAL INSPECTION AND PUNCHLIST

35.01 SCOPE OF WORK

Before final inspection of the work, the Contractor shall clean the work and all ground occupied by him in connection with the work, of all rubbish, excess materials (including liquid asphalt), and equipment.

Prior to the final street sweeping, all sidewalks, curbs and gutters shall be thoroughly swept clean of all dirt, dust and foreign material.

All parts of the work shall be left in neat and presentable condition.

When the work has been completed, Engineer will make the final inspection and final project walk-through with Contractor. Engineer will create a punch list of deficient items that need to be corrected by Contractor. Engineer reserves the right to add items to the Project’s punch list as deemed necessary. All punch list items shall be completed within five (5) working days of notice to Contractor. Punch list items shall be accounted for in the Project construction schedule within the Project working days. Contractor shall not be granted additional working days for the completion of the punch list items.

35.02 MATERIALS

NOT APPLICABLE

35.03 EXECUTION

NOT APPLICABLE

35.04 MEASUREMENT AND PAYMENT

Full compensation for complying with the provisions of this section shall be considered as included in the contract price for the various bid items and no separate payment will be made therefor.

END OF SECTION

*****END OF SPECIAL PROVISIONS****

**EXHIBIT "A"
CHANGE ORDER FORM**

City of Sausalito

420 Litho St Sausalito, CA 94965

Contract Change Order #

Project:

Change Order No.:

Orig. Contract Amt.: \$ Days

Contract No.:

Contractor:

Prev. Appvd. Changes: \$ Days

Owner: City of Sausalito

This Change: \$ Days

Revised Contract Amt.: \$ Days

This Change Order covers changes to the subject contract as described herein. The Contractor shall construct, furnish equipment and materials, and perform all work as necessary or required to complete the Change Order items for a lump sum price agreed upon between the Contractor and City of Sausalito, otherwise referred to as Owner.

Item No.	Description of Changes	Increase/ (Decrease) in Contract Amount	Contract Time Extension, Days
1			
2			
	Totals	\$	

This Contract Change Order consists of 2 pages and any exhibits attached to this Contract Change Order shall not be part of the Contract Change Order unless specifically initiated by or on behalf of both the Contractor and the City of Sausalito.

Contract Change Order # _____ Page 1 of 2

The amount of the contract will be increased by the sum of \$_____ and the contract time shall be extended by working days. The undersigned Contractor approves the foregoing Change Order # as to the changes, if any, in the contract price specified for each item including any and all supervision costs and other miscellaneous costs relating to the change in work, and as to the extension of time allowed, if any, for completion of the entire work on account of said Change Order #. The Contractor agrees to furnish all labor and materials and perform all other necessary work, inclusive of the directly or indirectly related to the approved time extension, required to complete the Change order items. This document will become a supplement of the contract and all provisions will apply hereto. It is understood that the Change Order shall be effective when approved by the Owner.

Contractor accepts the terms and conditions stated above as full and final settlement of any and all claims arising out of or related to the subject of this Change Order and acknowledges that the compensation (time and cost) set forth herein comprises the total compensation due for the work or change defined in the Change Order, including all impact on any unchanged work. By signing this Change Order, the Contractor acknowledges and agrees that the stipulated compensation includes payment for all Work contained in the Change Order, plus all payment for any acceleration or interruption of schedules, extended overhead costs, delay, and all impact or cumulative impact on all Work under this Contract. The signing of this Change Order acknowledges full mutual accord and satisfaction for the change and that the stated time and/or cost constitute the total equitable adjustment owed the Contractor as a result of the change. The Contractor hereby releases and agrees to waive all rights, without exception or reservation of any kind whatsoever, to file any further claim or request for equitable adjustment of any type, for any reasonably foreseeable cause that shall arise out of, or as a result of, this Change Order and/or its impact on the remainder of the Work under the Contract.

Accepted:

(Signature) Contractor's Authorized Representative

Date

Recommended:

(Signature) Kevin McGowan, Public Works Director

Date

Approved:

(Signature) Chris Zapata, City Manager

Date

Item No.	Justification for Change(s)
1	
2	

This Contract Change Order consists of 2 pages and any exhibits attached to this Contract Change Order shall not be part of the

Contract Change Order unless specifically initialed by or on behalf of both the Contractor and the City of Sausalito.

Contract Change Order #

Page 2 of 2

- City of Belvedere
- City of Larkspur
- City of Mill Valley
- City of Novato
- City of San Rafael *
- City of Sausalito

- Town of Ross
- Town of Fairfax
- Town of Corte Madera
- Town of San Anselmo
- Town of Tiburon
- County of Marin

EP No: _____
A / B

UNIFIED APPLICATION FOR ENCROACHMENT PERMIT

APPLICATION DATE: _____ APN: _____ - _____ - _____

LOCATION OF WORK OR ENCROACHMENT: _____
No. Street City/Township

CROSS STREET: _____ ESTIMATED COST: \$ _____

STARTING DATE: _____ COMPLETION DATE: _____

PROPERTY OWNER'S NAME AND ADDRESS (If Different from Applicant): _____

THE UNDERSIGNED HEREBY APPLIES FOR PERMISSION TO PERFORM THE FOLLOWING DESCRIBED WORK AND/OR OTHERWISE ENCROACH ON A LOCAL AGENCY RIGHT-OF-WAY (ROW):

DESCRIPTION OF WORK OR ENCROACHMENT (Include plans or sketch):

Check all that apply to the project and provide a written description:

- | | | | |
|--|--|--|---|
| <input type="checkbox"/> Driveway Approach | <input type="checkbox"/> Sidewalk | <input type="checkbox"/> Accessible Ramp | <input type="checkbox"/> Debris Box |
| <input type="checkbox"/> Curb & Gutter | <input type="checkbox"/> Water Service | <input type="checkbox"/> New Utilities | <input type="checkbox"/> Special Event |
| <input type="checkbox"/> Sewer Improvement | <input type="checkbox"/> Excavation | <input type="checkbox"/> Landscaping | <input type="checkbox"/> Other (Describe) |

Describe:

Road Surface Type: Asphalt Concrete Other: _____

Trenching Work: Yes No Linear Feet: _____ Surface Thickness: _____

Traffic Control Plan: Yes No

Applicant agrees that all work will be performed in accordance with the rules, regulations and standards of the Local Agency Department of Public Works and any Local Municipal Code. All work shall be subject to inspection and approval by the Department of Public Works. Applicant shall indemnify, defend and hold the Local Agency, its officers, agents and employees harmless from any and all claims, suits or liability, including, but not limited to, litigation costs and attorney's fees which the Local Agency may incur as the result of any and all claims and suits for personal injury, property damage or inverse condemnation by reason of applicants placement of/or maintenance of encroachments authorized by this permit. No work shall commence until permit is issued.

APPLICANT'S NAME / COMPANY (PLEASE PRINT): _____

CONTRACTOR'S NAME: _____ Contractor License No: _____

APPLICANT'S MAILING ADDRESS: _____

AGENCY: _____

CONTACT NUMBERS: _____
Daytime Phone Fax Email

APPLICANT'S SIGNATURE: _____

For Agency Use Only		Fees:
Accepted By: _____	Application: _____	
Insurance on file? <input type="checkbox"/> Yes <input type="checkbox"/> No	Final Insp. Cleared: <input type="checkbox"/>	Plan Review & Inspection: _____
Road Moratorium? <input type="checkbox"/> Yes <input type="checkbox"/> No	Receipt #: _____	Total: _____

Encroachment Permit Conditions

- Construction Standard(s): _____
- Hard copy of the approved permit shall be on site at all times during work
- ~~Comprehensive General Liability insurance in amounts not less than \$1,000,000 combined single limit applying to bodily injury, personal injury and property damage are required.~~ Insurance requirements per Project Specifications
- Additional Insured Endorsement: The local agency must be named as an additionally insured on a separate endorsement sheet that modifies the general liability policy.
- Contact local Police Department, Fire Department, and Parking Services prior to start of work. 415-479-5302
- The Contractor shall maintain local access and provide emergency vehicle access at all times.
- Compaction test is required and shall be submitted to local Public Works Department.
- Provide a traffic control plan per the Manual on Uniform Traffic Control Devices (MUTCD).
- Provide safe pedestrian and wheelchair access, per ADA and State requirements, during construction.
- All work shall be performed between the hours of ____ 8am & 6pm ____.
- Please contact _____ prior to start of work and for final inspection.
- Planning review required: YES / NO
- Special Conditions: _____

Encroachment Permit Approval

Approved By: _____ Date: _____

Inspected By: _____ Date: _____

CITY OF SAUSALITO

STANDARD CONDITIONS FOR ENCROACHMENT PERMIT NO. _____

DESCRIPTION: _____

Condition Marked Apply to this ProjectTHIS ENCROACHMENT PERMIT IS GOOD FOR 6 MONTHS ___ ONE YEAR ___ 18 MONTHS ___ AS NOTED ON THE E.P. APPLICATION _____

1. This permit, or a complete copy, shall be kept at the work site at all times while work is being performed.
2. Notify Engineering Division staff at least 24 hours in advance of beginning work. _____ Engineer at (415) 289-4106 ext. 111 and/or _____ Sewer Systems Coordinator at 415-289-4109
6pm
3. Contractor is to comply with all requirement of Ordinance No. 1048 (Noise Ordinance) including limiting hours of work in residential areas between 8:00AM and 7:00PM, Monday through Friday, between 9:00AM and 5:00PM, Saturdays, ~~and between 9:00AM and 7:00PM, on City Holidays.~~ No work is permitted on Sunday, except by owner occupant between 9:00AM and 7:00PM.
No work on City Holidays
4. Permittee shall comply with all Federal State and local laws regulation and statutes applicable to the work being performed under this permit. This also includes compliance with the requirements and permit conditions of the State of California Division of Industrial Safety.
5. The Permittee shall repair or replace at the discretion of the City Engineer, any and all public facilities damaged as a result of Permittee's actions in connection with this permit, and shall guarantee repairs or replacements to all work done under this permit, as deemed necessary by the City Engineer for a period of one year after completion of said work.
6. All traffic control shall be performed in accordance with the requirements of the current edition of Caltrans publication, "California Manual on Uniform Traffic Devices, Part 6- Temporary Traffic Control" including all specified advance construction signs and channelization devices. Construction warning signs and channelization devices are to be sufficient to adequately inform and protect vehicles, bicycle and pedestrian traffic. Permittee shall have available a copy of the Manual for workers at the construction site at all times during the progress of the work.
7. Where excavations have been permitted in paved streets, Permittee shall place temporary informational signs at each end of the work in addition to those signs required by the "California Manual on Uniform Traffic Devices, Part 6- Temporary Traffic Control." Such informational signs shall be a minimum of 18 x 24 inches, clearly identify the owner of the facility for which the work is being done, and shall show a telephone number of the owner where the public may obtain information relative to the work being done.
8. Traffic shall be permitted to pass through the work area at all times unless otherwise permitted in writing by the City Engineer. Any street closures shall be approved in advance by the City Engineer.
9. If the City Engineer determines that public convenience or safety is being jeopardized by Permittee's actions or inactions, the City Engineer may order the condition remedied by either verbal or written communication to the Permittee. If Permittee fails to remedy the condition within eight hours of such notice, the City Engineer may, at his or her discretion, either remedy the condition or contract to remedy the condition, and the cost thereof, including administrative expenses shall be charged to the Permittee.
10. If any work is performed in the location of an existing pedestrian path of travel, the Contractor shall restore the path of travel compliant with all ADA accessibility standards.
11. Any pavement marking and/or legends which are damaged or removed shall be replaced in kind by the Contractor at his/her expense. The repainting of any street markings or legends shall be performed using City stencils:
12. Wherever new work crosses any existing ~~City~~ utilities, the Contractor shall pothole the existing ~~City~~ utilities and determine their actual depth so as to avoid hitting these facilities during excavation.
13. All AC or PCC to be removed is to be sawcut at the edges.
14. All new AC street trench resurfacing is to be placed in maximum lifts of 3 inches and the final surface is to be fog sealed (unless a sand or slurry seal is called for on the plans).

CITY OF SAUSALITO

STANDARD CONDITIONS FOR ENCROACHMENT PERMIT NO. _____

15. All sections of curb, gutter and sidewalk to be replaced, shall have 12 inch long dowels (#4 reinforcing bars) inserted 6" into the existing concrete. A minimum of 2 dowels shall be placed into the curb and gutter. A minimum of 2 dowels shall be placed into sidewalk. Sidewalk dowel spacing shall be 24 inches on center.
16. Portions of existing sidewalk or curb and gutter to be removed shall be removed to the nearest expansion joint or sawcut at an existing score mark. Sawcuts must be at least 1-1/2 inches deep.
- **** 17. Concrete curbs, gutters and sidewalk shall consist of five sacks of cement per cubic yard with 3/8" maximum aggregate. ~~Two pounds of lampblack shall be added per cubic yard.~~ Slump shall not exceed 4 inches.
- **** 18. Special care shall be taken to match the existing finish, color, texture and score joining during replacement of the sidewalk.
- **** 19. Curb, gutter and sidewalk surfaces shall be broom finished unless otherwise approved by the City Engineer.
20. New sidewalk thickness shall be 4 inches minimum and driveway thickness shall be 6" minimum.
21. All excavations shall be backfilled and paved either temporarily or permanently at the end of each work day or covered with steel traffic plates held securely in place.
22. All backfill placement shall be approved by the City Engineer prior to permanent pavement replacement.
23. Tree roots shall not be cut or in any way damaged by Permittee.
24. Trench backfill shall be ~~either concrete slurry containing one sack of cement per cubic yard with 1/2 inch maximum aggregate size,~~ or Class 2 Aggregate Base compacted to 95% relative compaction as determined by California Test Method No. 216. All other trench details shall conform with Uniform Standard Drawing No. 330, 340 and 350 except as modified herein.
- **** 25. Permittee shall bear the entire cost of restoring the street or other property of the City, to the satisfaction of the City Engineer.
- **** 26. Excavated materials, equipment, construction materials or other debris shall not be stored or stockpiled on public streets
27. The top six inches of subgrade shall be compacted to at least 95% relative Compaction in accordance with California Test Method No. 236 and shall be dampened before placing concrete.
28. Where unsuitable subgrade material is encountered, the City Engineer may require remedial work to be done, including, but not limited to, placing a layer of crushed rock under the concrete section.
29. Undercut subgrade for gutter or sidewalk shall be filled with Class 2 Aggregate Base.
30. Where trench excavation is longitudinal with the traffic lane and extends 100 feet or more, a 2" minimum thickness of asphalt concrete paving with pavement reinforcing fabric shall be placed across the entire width of the affected traffic lane upon completion of trench work. Existing surfacing shall be removed as necessary to maintain satisfactory cross slopes.
31. One-half inch thick expansion joints shall be placed on both sides of driveway approaches, curb and sidewalk return points and at 4 feet on center. Weakened plane joints in sidewalk shall be at least 1-1/2 inch deep and placed at 16 feet on center.
- **** 32. All work shall be performed in accordance with the codes and ordinances of the City of Sausalito and the Uniform Construction Standards, Specifications of the Cities of Marin and County of Marin.
- **** 33. The Contractor is to provide a Storm Water Pollution Prevention Plan to the City for review and approval. City Approval must be obtained prior to commencing any work.
34. Underground Service Alert (USA) shall be notified at tel. (800) 642-2444, no later than 48 hours prior to excavation near utilities.
35. No new utility boxes or poles will be permitted in the sidewalk area without the written approval of the City Engineer.

**** Per Project Plans &
Specifications**

Special Conditions 2025-0

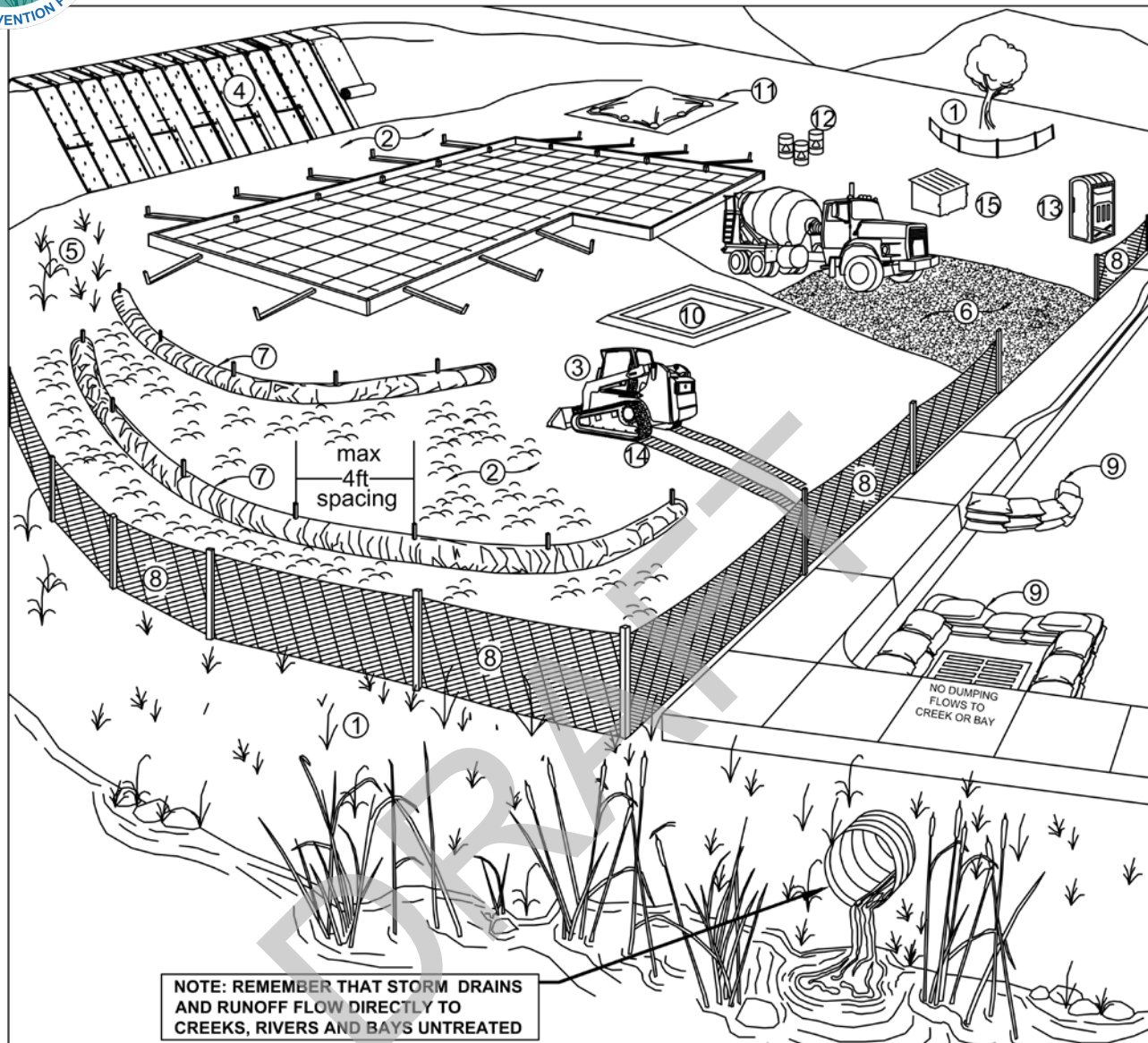
- 1 The Encroachment Permit is only applicable to the public right of way; shall be responsible for ensuring that they have obtained permission from property owners prior to the use of their land.
- 2 No non-stormwater discharge shall enter the public storm drainage system or the Waters of The State. All Porta-Potties in the public Right of Way shall be equipped with a functional Secondary Containment Systems. The porta-potties shall be cleaned and maintained regularly throughout the project. The secondary containment shall be kept clear of trash, debris, and sewage. the secondary containment shall be properly cleaned or covered prior to any wet weather.
- 3 The public right of way shall be kept clean at all times. Spilled debris shall be cleaned promptly. No visible accumulation of sediment is permitted. No washing of sediment into drainage inlets is permitted. No materials associated with the work shall enter the waters of the State.
- 4 Prevent construction equipment/materials from entering stormdrains, sanitary sewers, ditches, creeks, or the bay.
- 5 Sweep streets and other paved areas daily. Never wash down streets or work areas with water.
- 6 Store any stockpiles of dirt, sand, asphalt, concrete, grout, or mortar under cover and away from drainage areas. These materials must never reach a storm drain, or other watercourse.
- 7 Contractor shall provide constant dust control.
- 8 Open structure/excavation(s) shall not be left unattended.
- 9 Trench plates shall be non-skid and anchored with railroad spikes or better. All trench plates located within Bridgeway shall be installed in ground channel to eliminate vertical difference between existing pavement and top of plate when plate is installed. Trench plates within the sidewalk and bikelane shall have less than one half inch vertical difference between the existing sidewalk and top of trench plates. Any vertical difference greater than one quarter inch shall comply with the attached Figure 11B-303.2 & 11B-303.3 the 2016 California Building Code, Change in Level.
- 10 Contractor shall save and protect existing monuments. Any damaged monuments shall be reestablished along with the filing of all required documents including but not limited to Corner Record with Marin County Department of Public Works. Refer to Business & Professions code section 8771.
- 11 The surface course of trench restoration shall extend to the lip of gutter if the edge of trench is within 4' of the lip of gutter, and to the edge of pavement if the edge of trench is within 4' of an unpaved shoulder.
Existing pavements shall be removed to clean straight lines parallel and perpendicular to the flow of traffic. Do not construct final restoration patches with angled sides or irregular shapes.
The limits of the final pavement restoration shall terminate at one of the following locations: Center of the Lane, edge of the lane, edge of the bike lane, Island curb/gutter, edge of roadway curb/gutter. No paving joints shall be allowed in a vehicular wheel path.

- 12 If any part of the traffic loop conductor, including the portion leading to the adjacent pull box, is damaged by the Contractor's operations, the entire detector loop shall be replaced within 48 hours. If the detector loop is to be replaced, it may be temporarily spliced with the Engineer's approval prior to the new loop being installed. If any adjacent loop is damaged during such replacement, that loop shall also be replaced.
- 13 Hand dig only (other than asphalt/concrete removal) within 4 feet of USA markings for Sausalito Marin City Sanitary District facilities.
- 14 Contact the Sausalito Marin City Sausalito District minimum of 48 hours prior to excavating to verify locations on site. Contact Kevin Rahman, SMCS District Engineer at 415-331-4714.
- 15 The contractor Shall notify the California Native American Tribe that is Traditionally and Culturally Affiliated with the geographic area of the proposed project, if the tribe requests to the lead agency, in writing, to be informed by the lead agency of proposed projects in that geographic area.
Section 7050.5 of the California Health and Safety Code States that in the event of discovery or recognition of any human remains in any location other than a dedicated cemetery, there shall be no further excavation or disturbance of the site or any nearby area reasonably suspected to overlie adjacent remains until the Coroner has determined whether or not the remains are of Native American origin. The Coroner must notify the Native American Heritage Commission within 24 hours of this identification. The Native American Heritage Commission will identify the Native American Most Likely Descendant to inspect the site and provide recommendations for the proper treatment of the remains and associated grave goods.
- 16 No parking signs shall be obtained from City of Sausalito Department of Public Works one week in advance of posting, mlockett@sausalito.gov. Vehicles shall be parked legally in the parking spaces. No parking signs shall be posted and verified by the County Dispatch 72 hours prior to becoming effective for enforcement. To verify the no parking signs, call County Dispatch 415-479-5302.
- 17 Project shall not increase emergency response time and shall allow emergency vehicles to pass without delay.
- 18 The pedestrian barricade shall be 34 to 38 inches high. Pedestrian barricade rail supports shall not extend into the pedestrian walkway more than 4 inches. The top edge of the bottom portion of the barricade shall be a minimum of 8 inches above the walkway. The bottom edge of the barricade may only be a maximum of 2 inches above the surface of the walkway. Joints between barricades shall interlock or be closed flush, so that small wheels and canes cannot get caught on edges.
- 19 The Equipment shall not block the gutter.
- 20 Reflector/cones shall be placed at the traffic side corners of the Equipment.
- 21 The Equipment shall be placed in a legal parking space.
- 22 Bay Cities Refuse Service is the only company franchised to provide debris boxes in the City of Sausalito. Their phone number is 415-332-3646.
- 23 If a subcontractor is to be used to perform any part of the work, subcontractor shall name the City of Sausalito as an additionally insured on a separate endorsement sheet that modifies the general liability policy prior to start of work, a copy of which shall be provided to the City of Sausalito. The description in the certificate shall include the following language: "The City of Sausalito, its agents, officers, officials, employees and volunteers as required by the permit are included as additionally insured."



Marin Countywide Stormwater Pollution Prevention Program

Minimum Control Measures For Small Construction Projects



<u>Erosion Controls</u>	<u>Sediment Controls</u>	<u>Good Housekeeping</u>
NS Scheduling	6. Tracking Controls	10. Concrete Washout
1. Preserve Vegetation & Creek Set Backs	7. Fiber Rolls	11. Stockpile Management
2. Soil Cover	8. Silt Fence	12. Hazardous Material Management
3. Soil Preparation/ Roughening	9. Drain Inlet Protection	13. Sanitary Waste Management
4. Erosion Control Blankets	NS Trench Dewatering	14. Equipment and Vehicle Maintenance
5. Revegetation		15. Litter and Waste Management

NS=not shown on graphic

Note: Select an **effective combination of control measures from each category**, Erosion Control, Sediment Control, and Good Housekeeping. Control measures shall be **continually implemented and maintained throughout the project** until activities are complete, disturbed areas are stabilized with permanent erosion controls, and the local agency has signed off on permits that may have been required for the project. **Inspect and maintain the control measures** before and after rain events, and as required by the local agency or state permit.

More detailed information on the BMPs can be found in the related California Stormwater Quality Association (CASQA) and California Department of Transportation (Caltrans) BMP Factsheets. CASQA factsheets are available by subscription in the *California Best Management Practices Handbook Portal: Construction* at <http://www.casqa.org>. Caltrans factsheets are available in the *Construction Site BMP Manual March 2003* at <http://www.dot.ca.gov/hq/construc/stormwater/manuals.htm>.

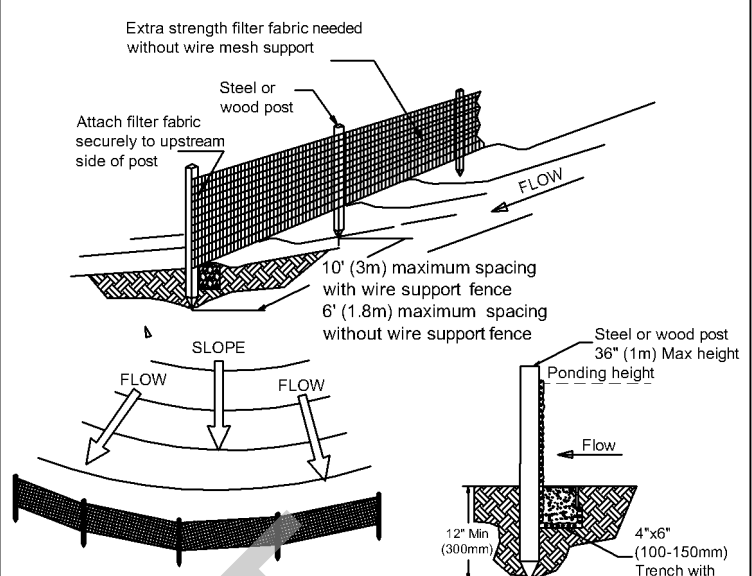
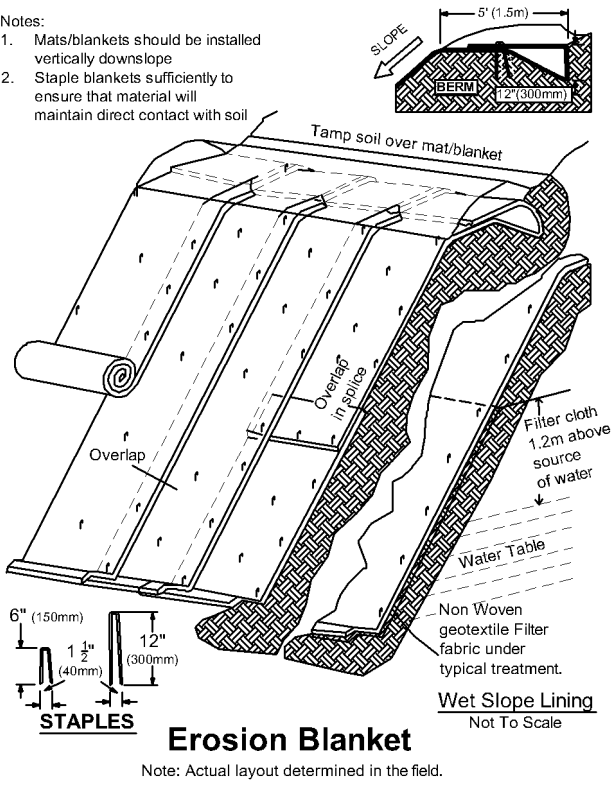
Visit www.mcstoppp.org for more information on construction site management and Erosion and Sediment Control Plans.

**If you require materials in alternative formats, please contact:
415-473-4381 voice/TTY or disabilityaccess@marincounty.gov**

Control Measure		General Description
Erosion Control Best Management Practices		
N/A	Scheduling	Plan the project and develop a schedule showing each phase of construction. Schedule construction activities to reduce erosion potential, such as scheduling ground disturbing activities during the summer and phasing projects to minimize the amount of area disturbed. <i>For more info see the following factsheets: CASQA: EC-1; or Caltrans: SS-1.</i>
1	Preserve Existing Vegetation and Creek Setbacks	Preserve existing vegetation to the extent possible, especially along creek buffers. Show creek buffers on maps and identify areas to be preserved in the field with temporary fencing. Check with the local Planning and Public Works Departments for specific creek set back requirements. <i>For more info see the following factsheets: CASQA: EC-2; or Caltrans: SS-2.</i>
2	Soil Cover	Cover exposed soil with straw mulch and tackifier (or equivalent). <i>For more info see the following factsheets: CASQA: EC-3, EC-5, EC-6, EC-7, EC-8, EC-14, EC-16; or Caltrans: SS-2, SS-4, SS-5, SS-6, SS-7, SS-8.</i>
3	Soil Preparation/Roughening	Soil preparation is essential to vegetation establishment and BMP installation. It includes soil testing and amendments to promote vegetation growth as well as roughening surface soils by mechanical methods (decompacting, scarifying, stair stepping, etc.). <i>For more info see the following factsheets: CASQA: EC-15.</i>
4	Erosion Control Blankets	Install erosion control blankets (or equivalent) on disturbed sites with 3:1 slopes or steeper. Use wildlife-friendly blankets made of biodegradable natural materials. Avoid using blankets made with plastic netting or fixed aperture netting. See: http://www.coastal.ca.gov/nps/Wildlife-Friendly_Products.pdf . <i>For more info see the following factsheets: CASQA: EC-7; or Caltrans: SS-7.</i>
5	Revegetation	Re-vegetate areas of disturbed soil or vegetation as soon as practical. <i>For more info see the following factsheets: CASQA: EC-4; or Caltrans: SS-4.</i>
Sediment Control Best Management Practices		
6	Tracking Controls	Stabilize site entrance to prevent tracking soil offsite. Inspect streets daily and sweep street as needed. Require vehicles and workers to use stabilized entrance. Place crushed rock 12-inches deep over a geotextile, using angular rock between 4 and 6-in. Make the entrance as long as can be accommodated on the site, ideally long enough for 2 revolutions of the maximum tire size (16-20 feet long for most light trucks). Make the entrance wide enough to accommodate the largest vehicle that will access the site, ideally 10 feet wide with sufficient radii for turning in and out of the site. Rumble pads or rumble racks can be used in lieu of or in conjunction with rock entrances. Wheel washes may be needed where space is limited or where the site entrance and sweeping is not effective. <i>For more info see the following factsheets: CASQA: TC-1; TC-3; or Caltrans: TC-1; TC-3.</i>
7	Fiber Rolls	Use fiber rolls as a perimeter control measure, along contours of slopes, and around soil stockpiles. On slopes space rolls 10 to 20 feet apart (using closer spacing on steeper slopes). Install parallel to contour. If more than one roll is used in a row overlap roll do not abut. J-hook end of roll upslope. Install rolls per either Type 1 (stake rolls into shallow trenches) or Type 2 (stake in front and behind roll and lash with rope). Use wildlife-friendly fiber rolls made of biodegradable natural materials. Avoid using fiber rolls made with plastic netting or fixed aperture netting. See: http://www.coastal.ca.gov/nps/Wildlife-Friendly_Products.pdf . Manufactured linear sediment control or compost socks can be used in lieu of fiber rolls. <i>For more info see the following factsheets: CASQA: SE-5 (Type 1); SE-12, SE-13; or Caltrans: SC-5 (Type 1 and Type 2).</i>
8	Silt Fence	Use silt fence as a perimeter control measure, and around soil stockpiles. Install silt fence along contours. Key silt fence into the soil and stake. Do not use silt fence for concentrated water flows. Install fence at least 3 feet back from the slope to allow for sediment storage. Wire backed fence can be used for extra strength. Avoid installing silt fence on slopes because they are hard to maintain. Manufactured linear sediment control can be used in lieu of silt fences. <i>For more info see the following factsheets: CASQA: SE-1; SE-12; or Caltrans: SC-1.</i>
9	Drain Inlet Protection	Use gravel bags, (or similar product) around drain inlets located both onsite and in gutter as a last line of defense. Bags should be made of a woven fabric resistant to photo-degradation filled with 0.5-1-in washed crushed rock. Do not use sand bags or silt fence fabric for drain inlet protection. <i>For more info see the following factsheets: CASQA: SE-10; or Caltrans: SC-10.</i>
N/A	Trench Dewatering	Follow MCSTOPPP BMPs for trench dewatering. http://www.marincounty.org/depts/pw/divisions/mcstoppp/development/-/media/Files/Departments/PW/mcstoppp/development/TrenchingSWReqMCSTOPPPFinal6_09.pdf . <i>For more info see the following factsheets: CASQA: NS-2; or Caltrans: NS-2.</i>
Good Housekeeping Best Management Practices		
10	Concrete Washout	Construct a lined concrete washout site away from storm drains, waterbodies, or other drainages. Ideally, place adjacent to stabilized entrance. Clean as needed and remove at end of project. <i>For more info see the following factsheets: CASQA: WM-8; or Caltrans: WM-8.</i>
11	Stockpile Management	Cover all stockpiles and landscape material and berm properly with fiber rolls or sand bags. Keep behind the site perimeter control and away from waterbodies. <i>For more info see the following factsheets: CASQA: WM-3 or Caltrans: WM-3.</i>
12	Hazardous Material Management	Hazardous materials must be kept in closed containers that are covered and within secondary containment; do not place containers directly on soil. <i>For more info see the following factsheets: CASQA: WM-6; or Caltrans: WM-6.</i>
13	Sanitary Waste Management	Place portable toilets near stabilized site entrance, behind the curb and away from gutters, storm drain inlets, and waterbodies. Tie or stake portable toilets to prevent tipping and equip units with overflow pan/tray (most vendors provide these). <i>For more info see the following factsheets: CASQA: WM-9; or Caltrans: WM-9.</i>
14	Equipment and Vehicle Maintenance	Prevent equipment fluid leaks onto ground by placing drip pans or plastic tarps under equipment. Immediately clean up any spills or drips. <i>For more info see the following factsheets: CASQA: NS-8, NS-9, and NS-10; or Caltrans: NS-8, NS-9, and NS-10.</i>
15	Litter and Waste Management	Designate waste collection areas on site. Use watertight dumpsters and trash cans; inspect for leaks. Cover at the end of each work day and when it is raining or windy. Arrange for regular waste collection. Pick up site litter daily. <i>For more info see the following factsheets: CASQA: WM-5; or Caltrans: WM-5.</i>

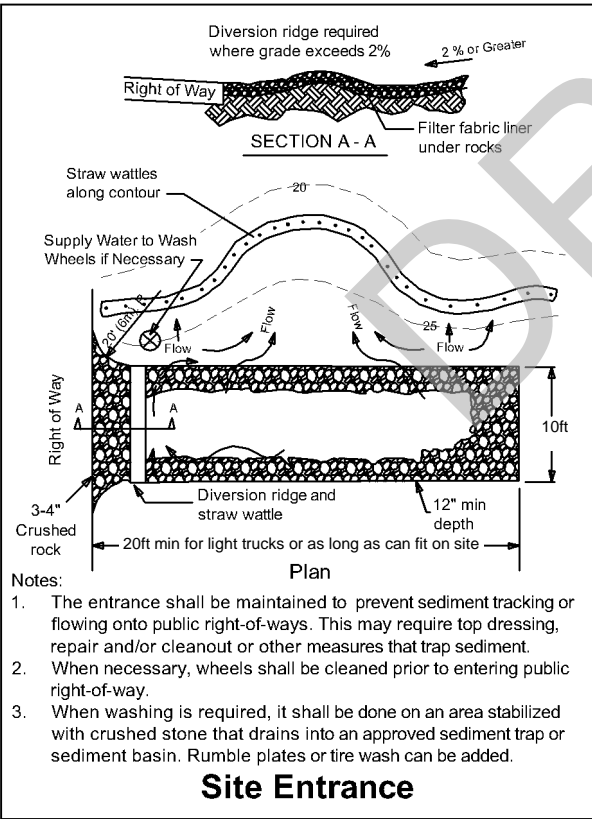
Notes:

- Mats/blankets should be installed vertically downslope
- Staple blankets sufficiently to ensure that material will maintain direct contact with soil



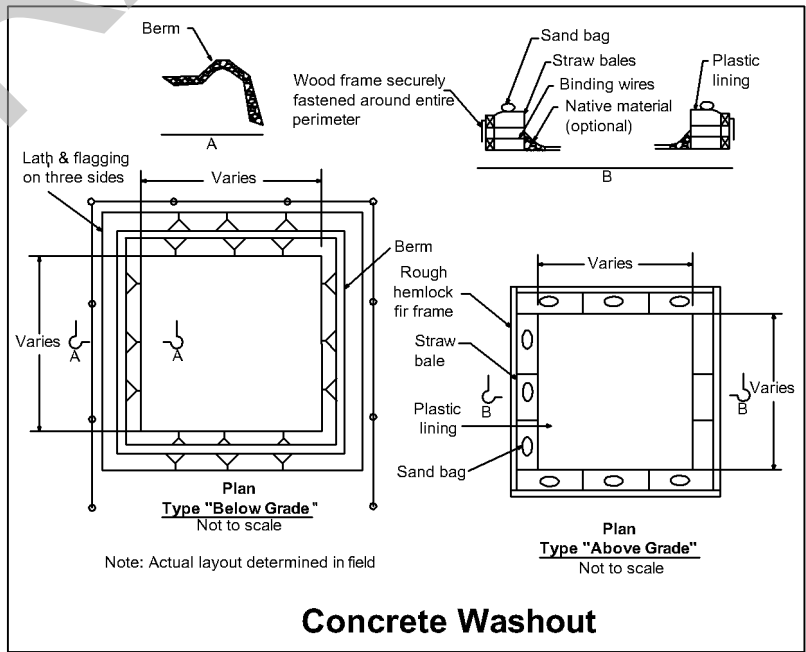
Notes:

- Silt fence shall be placed level along slope contours to maximize ponding efficiency with the ends curved uphill to improve ability to retain water.
- Inspect and repair fence after each storm event and remove sediment when accumulation reaches 1/3 of the barrier height.
- Removed sediment shall be deposited to an area that will not contribute sediment off-site and can be permanently stabilized



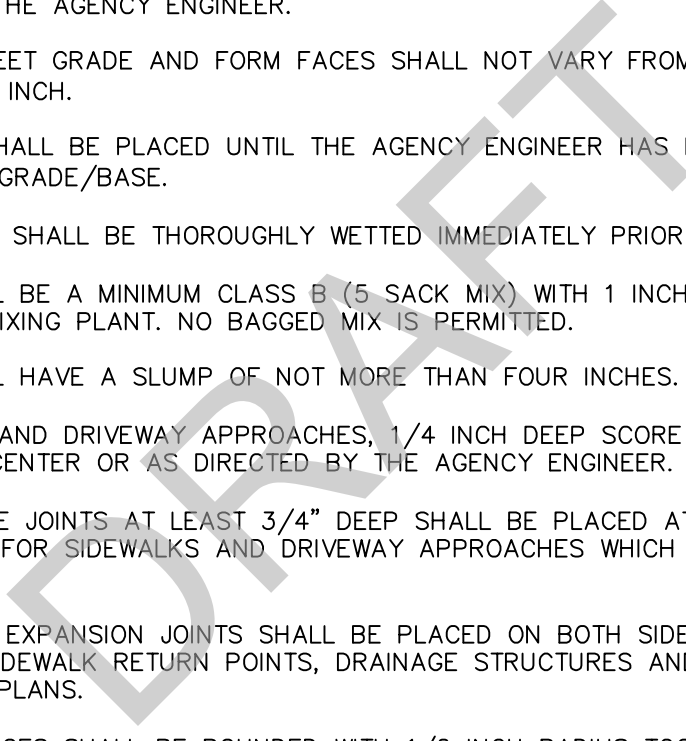
Notes:

- The entrance shall be maintained to prevent sediment tracking or flowing onto public right-of-ways. This may require top dressing, repair and/or cleanout or other measures that trap sediment.
- When necessary, wheels shall be cleaned prior to entering public right-of-way.
- When washing is required, it shall be done on an area stabilized with crushed stone that drains into an approved sediment trap or sediment basin. Rumble plates or tire wash can be added.

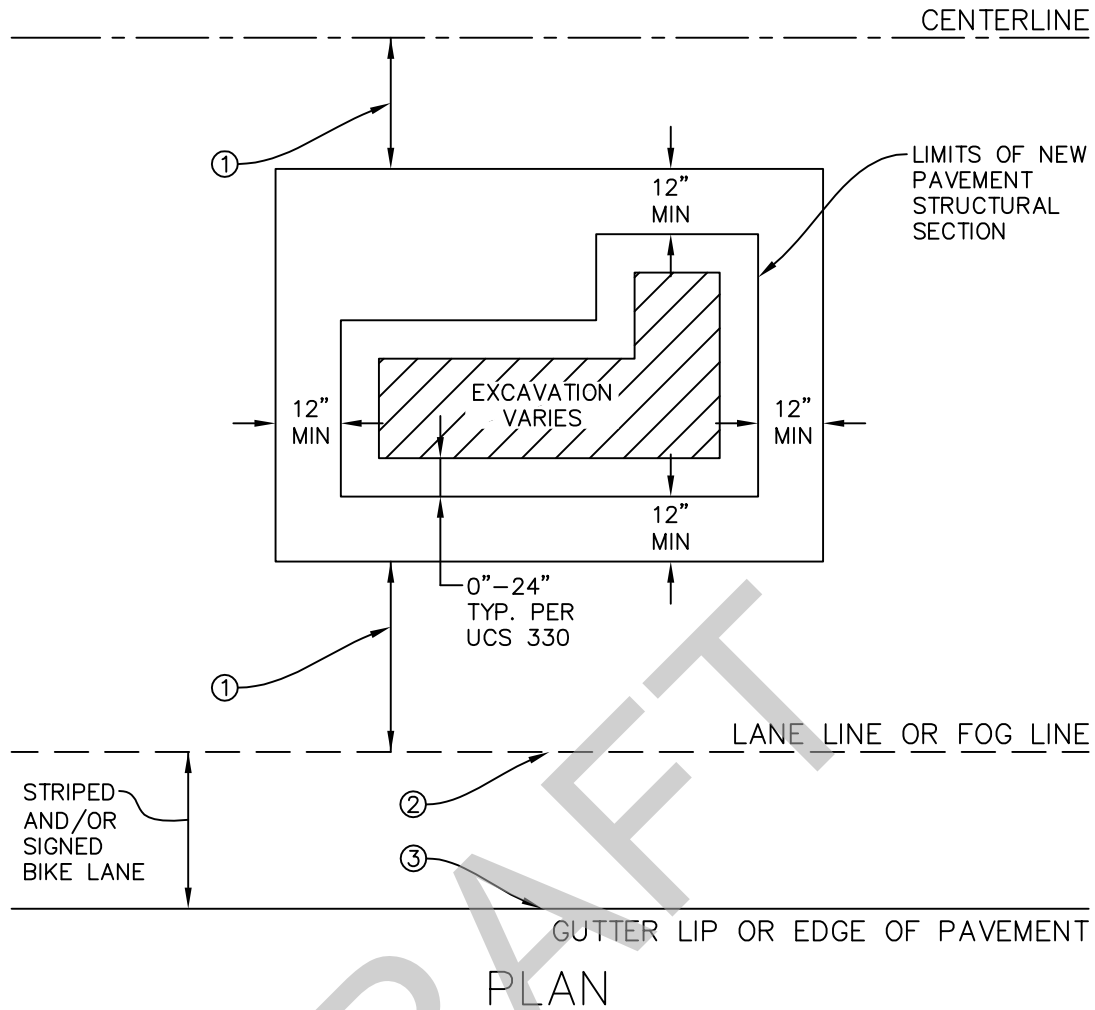


1. EXISTING CONCRETE SHALL BE REMOVED AT EXPANSION OR WEAKENED PLANE JOINTS OR AT SAWCUTS AS FIELD MARKED BY AGENCY ENGINEER. SAWCUTS MUST GO ENTIRELY THROUGH CONCRETE.
2. FOR NEW DEVELOPMENT, NO UTILITY BOXES OR POLES WILL BE PERMITTED IN THE SIDEWALK AREA WITHOUT THE PRIOR WRITTEN APPROVAL OF THE AGENCY ENGINEER.
3. WHERE UNDERCUT SUBGRADE OR UNSUITABLE SUBGRADE MATERIAL IS ENCOUNTERED, THE AGENCY ENGINEER MAY REQUIRE REMEDIAL WORK TO BE DONE, INCLUDING OVER EXCAVATION AND BACKFILLING WITH CRUSHED ROCK AND, WHEN DIRECTED BY THE ENGINEER, PLACING GEOTEXTILE FABRIC BENEATH THE NEW CONCRETE SECTION.
4. SUBGRADE SHALL BE COMPACTED TO AT LEAST 95% RELATIVE COMPACTION IN THE TOP SIX INCHES.
5. NEW WORK SHALL MATCH EXISTING AS CLOSELY AS POSSIBLE IN FINISH, SCORING AND COLOR. FOR NEW INSTALLATIONS PLACED ADJACENT TO EXISTING, 2LB. DAVIS BLACK #8084 (OR EQUIVALENT) PER CU. YD. CONCRETE SHALL BE ADDED TO MIX.
6. EXCEPT WHERE SPECIFIED OTHERWISE HEREIN, NO ADMIXTURES SHALL BE USED WITHOUT THE PERMISSION OF THE AGENCY ENGINEER.
7. FORMS SHALL MEET GRADE AND FORM FACES SHALL NOT VARY FROM THE DIMENSIONS SHOWN BY MORE THAN 1/2 INCH.
8. NO CONCRETE SHALL BE PLACED UNTIL THE AGENCY ENGINEER HAS INSPECTED AND APPROVED FORMS AND SUBGRADE/BASE.
9. SUBGRADE/BASE SHALL BE THOROUGHLY WETTED IMMEDIATELY PRIOR TO PLACING CONCRETE.
10. CONCRETE SHALL BE A MINIMUM CLASS B (5 SACK MIX) WITH 1 INCH MAXIMUM AGGREGATE FROM AN APPROVED MIXING PLANT. NO BAGGED MIX IS PERMITTED.
11. CONCRETE SHALL HAVE A SLUMP OF NOT MORE THAN FOUR INCHES.
12. FOR SIDEWALKS AND DRIVEWAY APPROACHES, 1/4 INCH DEEP SCORE LINES SHALL BE PLACED AT FOUR FEET ON CENTER OR AS DIRECTED BY THE AGENCY ENGINEER.
13. WEAKENED PLANE JOINTS AT LEAST 3/4" DEEP SHALL BE PLACED AT A MINIMUM 16 FEET ON CENTER EXCEPT FOR SIDEWALKS AND DRIVEWAY APPROACHES WHICH SHALL BE A MINIMUM 5 FEET ON CENTER.
14. 3/8 INCH THICK EXPANSION JOINTS SHALL BE PLACED ON BOTH SIDES OF DRIVEWAY APPROACHES, AT CURB AND SIDEWALK RETURN POINTS, DRAINAGE STRUCTURES AND OTHER LOCATIONS AS SHOWN ON THE PLANS.
15. ALL EXPOSED EDGES SHALL BE ROUNDED WITH 1/2 INCH RADIUS TOOL.
16. ALL FLAT SURFACES SHALL BE LIGHT BROOM FINISHED UNLESS OTHERWISE SPECIFIED BY AGENCY ENGINEER.
17. CURBS, SIDEWALKS AND DRIVEWAY APPROACHES SHALL HAVE FORMS REMOVED AND BE BACKFILLED WITHIN SEVEN DAYS AFTER POURING.
18. THE DESIGNATED DIMENSIONS AND SLOPES MAYBE MODIFIED TO ACCOMMODATE EXISTING ADJACENT FACILITIES SUBJECT TO THE APPROVAL OF THE AGENCY ENGINEER.

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UNIFORM STANDARDS ALL CITIES AND COUNTY OF MARIN	REQUIREMENTS FOR CONCRETE CURB, GUTTER, SIDEWALK, DRIVEWAY AND OTHER "FLATWORK"					MARCH 2018
				DWG. NO. 100		
	REV.	DATE	BY			



PLAN

NOTES:

- ① FOR TRENCH REPAIRS IN THE VEHICLE TRAVEL LANE(S), THE RESTORATION SHALL BE EXTENDED TO THE LANE LINE OR CENTER OF LANE WHICHEVER IS CLOSER, IN ACCORDANCE WITH MINIMUM T-CUT DIMENSIONS SHOWN ON DRAWING 330.
- ② IF THE LIMITS OF RESTORATION ENTER A STRIPED AND/OR SIGNED BIKE LANE, THE RESTORATION SHALL BE EXTENDED TO COVER THE ENTIRE BIKE LANE WIDTH.
- ③ IF THE LIMITS OF EXCAVATION ARE WITHIN 4 FT OF THE GUTTER LIP OR EDGE OF PAVEMENT, THE RESTORATION SHALL BE EXTENDED TO THE GUTTER LIP OR EDGE OF PAVEMENT.

LEGEND:

- CENTERLINE
- --- --- LINE LANE OR FOG LINE
- GUTTER LIP OR EDGE OF PAVEMENT
- ➔ DIRECTION OF TRAVEL

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UNIFORM STANDARDS
ALL CITIES AND
COUNTY OF MARIN

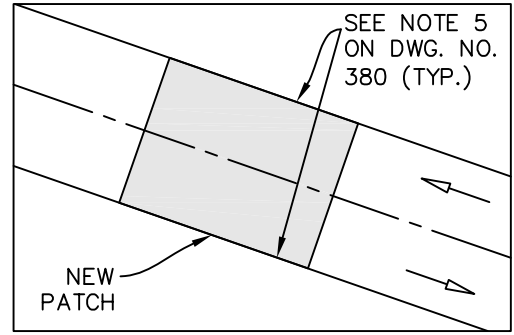
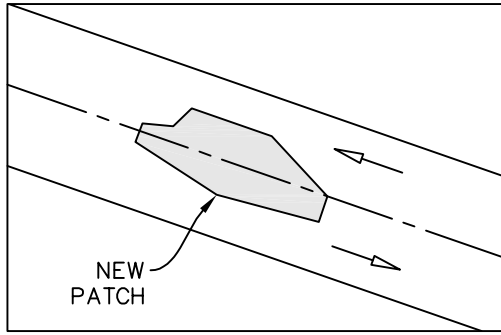
RESTORATION
OF ASPHALT
SHEET 1 OF 3

			MARCH 2018
			DWG. NO.
			360
REV.	DATE	BY	

NOT ACCEPTABLE

ACCEPTABLE

CASE A



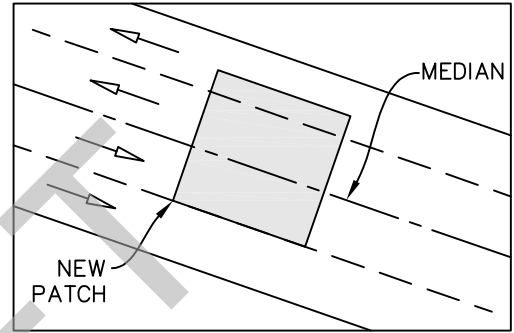
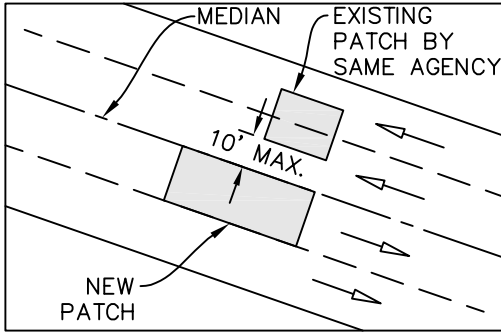
PLAN

NOTE: REFER TO DRAWING NO. 380

NOT ACCEPTABLE

ACCEPTABLE

CASE B



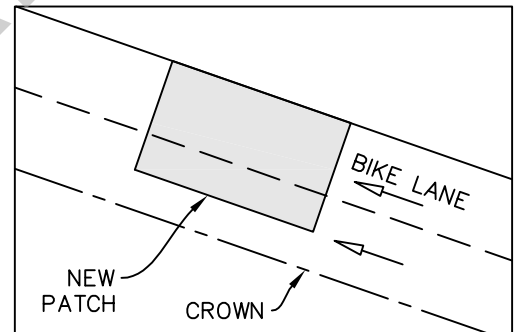
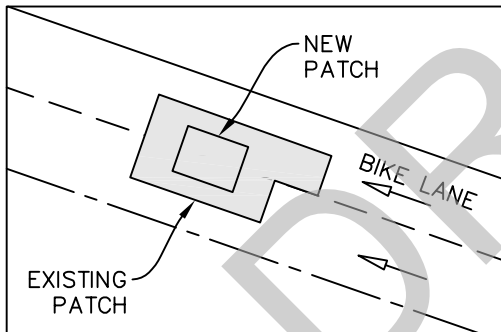
PLAN

NOTE: REFER TO DRAWING NO. 380 (NOTE 2)

NOT ACCEPTABLE

ACCEPTABLE

CASE C



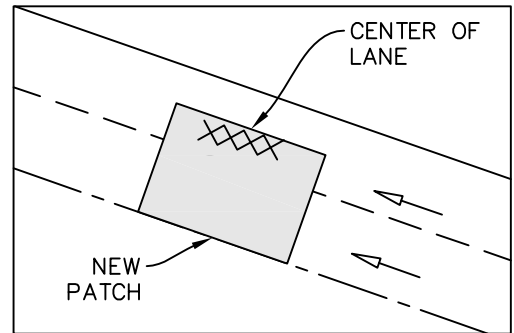
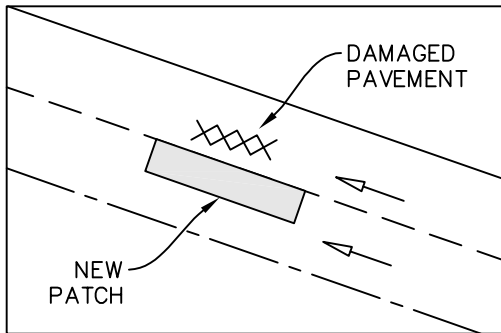
PLAN

NOTE: REFER TO DRAWING NO. 380 (NOTE 3)

NOT ACCEPTABLE

ACCEPTABLE

CASE D



PLAN

NOTE: REFER TO DRAWING NO. 380 (NOTE 4) & NOTE 5

*SEE DWG. NO. 360 FOR LINE TYPE LEGEND.

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UNIFORM STANDARDS
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RESTORATION
OF ASPHALT
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RESTORATION OF ASPHALT REQUIREMENTS

NOTES:

- ① EXISTING PAVEMENTS SHALL BE REMOVED TO CLEAN, STRAIGHT LINES PARALLEL AND PERPENDICULAR TO THE FLOW OF TRAFFIC. DO NOT CONSTRUCT FINAL RESTORATION PATCHES WITH ANGLED SIDES AND IRREGULAR SHAPES.
- ② IF A PROPOSED CUT IS WITHIN 10 FT OF AN EXISTING PATCH ORIGINALLY PERFORMED BY THE SAME AGENCY, EXTEND THE FINAL RESTORATION TO THE EXISTING PATCH (FOR BELL HOLE OR TRENCH NO GREATER THAN 10 FT LONGITUDINAL).
- ③ IF A NEW PATCH IS DONE WITHIN AN EXISTING PATCH, THE BOUNDARIES OF THE FINAL RESTORATION FOR THE PATCHES SHALL COINCIDE.
- ④ IF A SECTION OF PAVEMENT IS DAMAGED DURING CONSTRUCTION, THE FAILED AREA SHALL BE REMOVED TO SOUND PAVEMENT AND PATCHED. IF THE DAMAGED AREA IS WITHIN 10 FT OF THE NEW PATCH, THE FINAL RESTORATION OF THE PATCHES SHALL COINCIDE.
- ⑤ LIMITS OF FINAL PAVEMENT RESTORATION TO STOP AT ONE OF THE FOLLOWING LOCATIONS: CENTER OF LANE, TRAVEL LANE LINE, BIKE LANE LINE, ISLAND CURB/GUTTER, EDGE OF ROADWAY PAVEMENT CURB/GUTTER. NO PAVING JOINTS SHALL BE ALLOWED IN A VEHICULAR WHEEL PATH.
- ⑥ STEEL PLATES USED FOR BRIDGING SHALL EXTEND A MINIMUM OF 1 FT BEYOND THE EDGE OF TRENCH. PLATES SHALL HAVE NONSKID ABRASIVE SURFACE PER CALTRANS SPECIFICATIONS 75-1.03F, AND COUNTER-SINKING MAY BE REQUIRED WHEN DEEMED NECESSARY BY AGENCY ENGINEER.
- ⑦ CUTBACK SHALL NOT BE USED EXCEPT WHEN PRE-APPROVED BY THE AGENCY ENGINEER OR WHEN TRIMMING TRENCH PLATES.
- ⑧ ROADWAY RESTORATION WIDTH, BEYOND THE TRENCH EDGES, VARIES FROM 0"-24". DURING THE PERMIT PROCESS, THE AGENCY WILL REVIEW GEOTECHNICAL AND HISTORICAL INFORMATION OF THE TRENCHING LOCATION, AS PRESENTED BY THE UTILITY OWNER, AND CONSIDER EXISTING PAVEMENT CONDITION, SUITABLE SUBGRADE AND THE PROPOSED SCOPE OF WORK TO DETERMINE RESTORATION WIDTH. THE PERMITTING AGENCY RESERVES THE RIGHT TO ADJUST THE RESTORATION WIDTH DUE TO FIELD OBSERVATIONS DURING CONSTRUCTION SUCH AS, BUT NOT LIMITED TO, OBSERVING BREAKOUT, UNDERMINING OF ADJACENT PAVEMENT, UNSTABLE WALLS OF TRENCH, DAMAGE TO SURROUNDING UNDISTURBED PAVEMENT, AND/OR PAVEMENT OR SUBGRADE DAMAGE FROM CONTRACTOR OPERATIONS.

Table A

Road Type	Traffic Index**	Min. AC*** (TOTAL)	Final Surface AC, Min.	Pavement Repair Structural Section		
				Assumes R Value = 10*		
				AC Thickness	AB Thickness	Alternate Deep Lift A.C.
Local	5.0	4"	2.0"	4.0"	7.0"	7.0"
Collector	6.5	5"	2.0"	5.0"	11.0"	11.0"
Arterial**	8.0	6"	3.0"	6.0"	14.0"	14.0"
NOTES: *Unless applicant provides actual R-Value test results and pavement section design **Or as approved by City/County Engineer based on actual traffic loading ***Minimum AC thickness shall math existing or as shown in Table A, whichever is greater						

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RESTORATION
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