



**CITY OF
SAUSALITO
SAUSALITO, CALIFORNIA
CONTRACT DOCUMENTS AND SPECIFICATIONS FOR
2024 ROADWAY REHABILITATION PROJECT**

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

**Director of Public Works and City Engineer
Kevin McGowan, PE**

Bid Opening: September 4, 2025

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



PROJECT LOCATION

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 **September 4, 2025 at 2:00pm** at the Administration Office in City Hall, 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 2024 Roadway Rehabilitation Project (the “Project”). At said time, Bids will be publicly opened and read aloud at City Hall Conference Room. 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 Project includes roadway rehabilitation for various roadways, mill and fill of existing asphalt and concrete streets, microsurface, the installation of curb ramps, minor drainage improvements, pavement markings and striping.

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-notice>, 420 Litho Street Sausalito, California, 415-289-4176. To the extent required by section 20103.7 of the Public Contract Code, upon request from a contractor, the City shall provide an electronic copy of the Contract Documents at no charge to the contractor.

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-notice>. It is the responsibility of each prospective bidder to check <https://www.sausalito.gov/departments/public-works/bid-notice> 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-notice> 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-notice>.

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.

A non-mandatory pre-bid conference is scheduled for August 19, 2025 at 3pm to review the project’s existing conditions at Sausalito City Hall Conference Room, 420 Litho St., Sausalito CA 94965. Representatives of the City and consulting engineers, if any, will be present. Questions asked by bidders at the pre-bid conference not specifically addressed within the contract documents shall be answered in writing, and shall be sent to all bidders present at the pre-bid conference.

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 the BASE BID ALONE. 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 Tuesday, August 26, 2025.

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

A non-mandatory pre-bid conference is scheduled for August 19, 2025 at 3pm to review the project's existing conditions at Sausalito City Hall Conference Room, 420 Litho St., Sausalito CA 94965. Representatives of the City and consulting engineers, if any, will be present. Questions asked by bidders at the pre-bid conference not specifically addressed within the contract documents shall be answered in writing, and shall be sent to all bidders present at the pre-bid conference.

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 _____
for the 2024 Roadway Rehabilitation 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 on the date indicated in the Notice to Proceed. The Contractor must commence the Work on the date indicated in the Notice to Proceed and must fully complete the Work in strict compliance with all requirements of the Contract Documents and within the Contract Time. Contractor may not begin performing the Work before the date specified in the Notice to Proceed.

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 **September 4, 2025 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:

2024 Roadway Rehabilitation 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

1	Tech Spec 10.05 - Mobilization	1	LS	\$	\$
2	Tech Spec 10.03 Traffic Control Systems and Construction Signs	1	LS	\$	\$
3	Tech Spec 10.06 Water Pollution Control Program	1	LS	\$	\$
4	Tech Spec 10.07 Construction Layout	1	LS	\$	\$
DEMOLITION					
5	Tech Spec 10.04 Clearing & Grubbing	1	LS	\$	\$
6	Tech Spec 10.11 Remove Pavement (AC or Concrete)	11,330	SF	\$	\$
7	Tech Spec 10.11 Remove Curb and/or Gutter	439	LF	\$	\$
8	Tech Spec 10.12 Full Width & Conform Grind (3" - 6")	550	SY	\$	\$
9	Tech Spec 10.12 Full Width & Conform Grind (0" - 3")	7,952	SY	\$	\$
10	Tech Spec 10.11 Relocate Existing Wheel Stops	20	EA	\$	\$
11	Tech Spec 10.32 Replace Traffic Signal Loop Detector	2	EA	\$	\$
12	Tech Spec 10.11 Remove Parking Lot Timber Logs	1	LS	\$	\$
13	Tech Spec 10.11 Remove of Railroad Rails & Ties	1	LS	\$	\$
STREET IMPROVEMENTS					
14	Tech Spec 10.21 HMA Fill (Type "A") and HMA (Leveling Course)	2,365	TN	\$	\$
15	Tech Spec 10.27 HMA Dike (Caltrans Std A78B, Type "A")	172	LF	\$	\$
16	Tech Spec 10.22 HMA Plug (8" Below FG)	2,700	SF	\$	\$
17	Tech Spec 10.22 Asphalt Digout (6" Below FG)	4,790	SF	\$	\$
18	Tech Spec 10.20 Microsurface	28,000	SY	\$	\$
19	Tech Spec 10.25 Concrete Flatwork (Sidewalk and Curb Ramp)	3,210	SF	\$	\$
20	Tech Spec 10.25 Concrete Roadway (Reinforced)	1,130	SF	\$	\$
21	Tech Spec 10.25 Concrete Ditch (UCS #290 - Type "A")	20	SF	\$	\$
22	Tech Spec 10.25 Concrete Valley Gutter (UCS #110)	270	SF	\$	\$
23	Tech Spec 10.25 Concrete Curb and Gutter (UCS #105 - Type "A")	439	LF	\$	\$
24	Tech Spec 10.25 Modified Concrete Curb & Gutter-24" Wide (UCS #105-Type "A")	188	LF	\$	\$
25	Tech Spec 10.25 Concrete Curb (UCS #105 - Type "E")	33	LF	\$	\$
26	Tech Spec 10.25 Concrete Retaining Wall	29	LF	\$	\$

27	Tech Spec 10.36 Wood Retaining Wall (UCS #160, Type "C")	9	LF	\$	\$
28	Tech Spec 10.23 Pavement Fabric	2,620	SY	\$	\$
29	Tech Spec 10.33 New Wheel Stops	39	EA	\$	\$
30	Tech Spec 10.34 Landscape - Decomposed Granite	3	TN	\$	\$
31	Tech Spec 10.35 Landscape Mulch	5	CY	\$	\$
DRAINAGE IMPROVEMENTS					
32	Tech Spec 10.28 Storm Drain Pipe (4")	1	LS	\$	\$
33	Tech Spec 10.28 Storm Drain Pipe (12")	1	LS	\$	\$
34	Tech Spec 10.29 Sidewalk Underdrain (UCS #145)	1	EA	\$	\$
35	Tech Spec 10.29 Drainage Inlet (UCS #260)	2	EA	\$	\$
UTILITY ADJUSTMENT TO GRADE					
36	Tech Spec 10.15 Adjust Monument Box	5	EA	\$	\$
37	Tech Spec 10.26 Adjust Water Valve (Revocable Item)	36	EA	\$	\$
38	Tech Spec 10.26 Adjust Water Meter (Revocable Item)	5	EA	\$	\$
39	Tech Spec 10.26 Adjust Sanitary Sewer Cleanout	7	EA	\$	\$
40	Tech Spec 10.26 Adjust Sanitary Sewer Manhole	13	EA	\$	\$
41	Tech Spec 10.26 Adjust Gas Valve (Revocable Item)	4	EA	\$	\$
42	Tech Spec 10.26 Adjust CATV Pull Box (Revocable Item)	6	EA	\$	\$
43	Tech Spec 10.26 Adjust Telephone Vault (Revocable Item)	3	EA	\$	\$
44	Tech Spec 10.26 Adjust Lighting Box	2	EA	\$	\$
45	Tech Spec 10.26 Adjust Electrical Vault (Revocable Item)	1	EA	\$	\$
46	Tech Spec 10.26 Adjust Storm Drain Manhole	1	EA	\$	\$
STRIPING & SIGNAGE					
47	Tech Spec 10.31 Stop Bar / Limit Line (12-inch - White)	516	LF	\$	\$
48	Tech Spec 10.31 Continental Stripe (12-inch - Yellow)	14	LF	\$	\$
49	Tech Spec 10.31 Continental Stripe (24-inch - White)	465	LF	\$	\$
50	Tech Spec 10.31 Basic Crosswalk (12-inch - White)	942	LF	\$	\$
51	Tech Spec 10.31 Ladder Stripe (24-inch - White)	849	SF	\$	\$
52	Tech Spec 10.31 4" Stripe	1,800	LF	\$	\$
53	Tech Spec 10.31 Detail 9	3,740	LF	\$	\$
54	Tech Spec 10.31 Detail 21	564	LF	\$	\$
55	Tech Spec 10.31 Detail 22	898	LF	\$	\$
56	Tech Spec 10.31 Detail 27B	3	LF	\$	\$

57	Tech Spec 10.31 Detail 38A	431	LF	\$	\$
58	Tech Spec 10.31 Detail 39	4,002	LF	\$	\$
59	Tech Spec 10.31 Detail 39A	525	LF	\$	\$
60	Tech Spec 10.31 Detail 40	155	LF	\$	\$
61	Tech Spec 10.31 Red Curb Paint	100	LF	\$	\$
62	Tech Spec 10.31 Bike Lane Symbol w/Arrow and Green Thermo	6	EA	\$	\$
63	Tech Spec 10.30 Pavement Markings	822	SF	\$	\$
64	Tech Spec 10.31 Pavement Markers, Fire Hyd (Blue)	1	LS	\$	\$
65	Tech Spec 10.31 Delineator (K71)	9	EA	\$	\$
66	Tech Spec 10.30 New Roadside Sign	1	EA	\$	\$
67	Tech Spec 10.30 Relocate Roadside Side	17	EA	\$	\$
Total Base Bid (Items 1 - 67) =					

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 BASE BID PRICE BASED ON BID SCHEDULE TOTAL OF UNIT PRICES FOR 2024 ROADWAY REHABILITATION PROJECT	
\$	
	Total Base Bid Price in Numbers
\$	
	Total Base 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>North Street Improvements</u> Tech Spec 10.11 Remove Pavement (AC or Concrete) (ADD)	5,420	SF		+\$
	Tech Spec 10.21 HMA Fill (Type "A") (ADD)	210	TN		+\$
	Tech Spec 10.37 6" SS Main - HDPE (Pipe Burst) (ADD)	300	LF		+\$
					NET:
Alternative #2	<u>Josephine Street Improvements</u> Tech Spec 10.12 Full Width & Conform Grind (0" - 3") (ADD)				+\$
	Tech Spec 10.21 HMA Fill (Type "A") (ADD)				+\$
	Tech Spec 10.22 Asphalt Digout (6" Below FG) (ADD)	420	SY		+\$
	Tech Spec 10.37 6" SS Main - HDPE (Pipe Burst) (ADD)	50	TN		+\$
		50	SF		+\$
	300	LF		NET:	
Alternative #3	<u>North & Atwood Intersection Improvements</u> Tech Spec 10.21 HMA Fill (Type "A") (ADD)	70	TN		+\$
	Tech Spec 10.11 Remove Pavement (AC or Concrete) (ADD)	2,250	SF		+\$
	Tech Spec 10.25 Concrete Roadway (Reinforced) (ADD)	300	SF		+\$
	Tech Spec 10.28 French Drain (ADD)	80	LF		+\$
	Tech Spec 10.29 Storm Drain Pipe (4") (ADD)	80	LF		+\$
	Tech Spec 10.31 Detail 21 (ADD)	60	LF		NET:
Alternative #4	Tech Spec 10.25 Concrete Ditch (UCS #290 - Type "A") (ADD)	1,230	SF		+\$
					NET:

Alternative #5	<u>Turney Street Improvements</u>				
	Tech Spec 10.1 Remove Pavement (AC or Concrete) (ADD)	750	SF		+ \$
	Tech Spec 10.25 Concrete Roadway (Reinforced) (ADD)	750	SF		+ \$
					NET:

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		
ALTERNATE #4 <input type="checkbox"/> Add <input type="checkbox"/> Deduct		
ALTERNATE #5 <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

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 the 2024 Roadway Rehabilitation 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.

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: _____

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/Public-Works/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 _____

1.9 Contractor's Certificate Regarding Workers' Compensation.

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."

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:

202 ROADWAY REHABILITATION PROJECT

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.

b. **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.

c. **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.

d. **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.

e. **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.

f. **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.

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

h. **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

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

Title _____

(Attach Attorney-in-Fact Certificate)

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

- Individual
- Corporate Officer

_____ Title(s)

- Partner(s) Limited
- General

- Attorney-In-Fact
- Trustee(s)
- Guardian/Conservator
- Other:

Signer is representing:
 Name Of Person(s) Or Entity(ies)

DESCRIPTION OF ATTACHED DOCUMENT

_____ Title or Type of Document

_____ Number of Pages

_____ Date of Document

_____ 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

- Individual
- Corporate Officer

_____ Title(s)

- Partner(s) Limited
- General

- Attorney-In-Fact
- Trustee(s)
- Guardian/Conservator
- Other:

Signer is representing:
 Name Of Person(s) Or Entity(ies)

DESCRIPTION OF ATTACHED DOCUMENT

_____ Title or Type of Document

_____ Number of Pages

_____ Date of Document

_____ 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

- Individual
- Corporate Officer

_____ Title(s)

- Partner(s) Limited
- General

- Attorney-In-Fact
- Trustee(s)
- Guardian/Conservator
- Other:

Signer is representing:
 Name Of Person(s) Or Entity(ies)

DESCRIPTION OF ATTACHED DOCUMENT

_____ Title or Type of Document

_____ Number of Pages

_____ Date of Document

_____ 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 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 Luther 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 pay for the review of necessary encroachment permit. 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.

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. 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. Access to businesses and residences shall be maintained at all times. The Contractor shall make every effort to minimize the amount of public parking temporarily eliminated due to construction in areas fronting businesses and residences. 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 5:00 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 allege 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 of 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: Rich Souza (CSWST2).

1.2 Location of the Project.

- A. The Project is located throughout the City of Sausalito.

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.

Lane closures on Bridgeway and Second St. are only permitted between the hours of 8:30am and 4:30pm. Outside of this time all lanes shall be fully open to traffic.

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 Safety Programs.

[NOT USED.

1.15 Coordination with Other Contractors.

- A. In addition to the Contract requirements relating to other work at the Site, City anticipates that other contractors will be performing work within the Site. Specifically: Ghilotti Brothers, Inc. will be constructing the City of Sausalito Bridgeway Safety Project, Napa St. to Johnson St.
- B. City has considered these other contractors when determining the Contract Times and no additional time or compensation will be added to the Contract due to these other contractors.
- C. Contractor shall coordinate work with Ghilotti Brothers, Inc. to ensure there is no delay or schedule conflict. Work associated with the City of Sausalito Bridgeway Safety Project, Napa St. to Johnson St. shall have priority over the work of the 2024 Roadway Resurfacing Project.

END OF SPECIAL CONDITIONS

01 00 00 – GENERAL REQUIREMENTS

PART 1 -- EXECUTION

1.1 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. Control points and CAD files will be provided to the contractor for curb ramp locations.

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.

1.2 SCHEDULE

- A. Estimated Schedule. At the preconstruction meeting, Contractor shall submit a preliminary 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.

1.3 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.

1.4 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.

1.5 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 than 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 megapixels. 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.

1.6 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
 - l. 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.

1.7 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.

1.8 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.

1.9 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 – TECHNICAL SPECIFICATIONS

These Specifications were prepared under the direction of:

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ARTICLE I. SECTION 10. SPECIAL PROVISIONS

10.01 GENERAL

In addition to the contract requirements of Section 5-1.06 "Superintendence" of the Caltrans Standard Specifications, the Contractor shall also provide to the Resident Engineer, the names, address and telephone numbers of at least two emergency contacts for the duration of this contract.

Any vehicles used in the transport of materials for the performance of work on this contract shall be securely tarped. Tarps shall be held in place securely so as to minimize "flapping".

The Contractor shall take all reasonable precautions to restrict his operations to the least area of work possible and shall not disturb property beyond the areas of work. The Contractor shall perform his work so as to maintain access to adjacent properties and shall minimize inconvenience to adjacent private properties and the general public.

The Contractor shall obtain the approval of the Resident Engineer prior to the use of any area within the road right-of-way for staging or storage purposes.

Normal work days shall be Monday through Friday and normal working hours shall not be earlier than **8:00 a.m. or later than 5:00 p.m.** unless otherwise approved by the Inspector.

See Section 5-1.42 "Requests for Information" of the Standard Specifications; Submit an RFI upon recognition of any event or question of fact arising under the Contract. The Engineer responds to the RFI within 5 business days. Proceed with the work as directed. You may protest the Engineer's response by:

Submitting an Initial Potential Claim Record form within 5 business days after receiving the Engineer's response. Complying with Section 5-1.43 "Potential Claims and Dispute Resolution" of the Standard Specifications.

Contractor shall maintain a neatly and accurately marked set of record drawings showing the final locations and layout of all facilities as-built. Drawings shall be subject to the inspection by the Engineering at the weekly progress meeting and at all times, and work may be suspended at no cost to the City if drawings are not accurate and current. As-built plan set shall be submitted to the Engineer with ten (10) calendar days following the last working day of the project. Full compensation for providing the as-built plan set shall be considered as included in the contract prices paid for the various bid items and no separate payment will be made. If the Contractor, fails to comply with the requirements of this section, the City of Marin may deduct and retain the cost of preparing the record drawings from the Contract.

10.02 ORDER OF WORK AND PROGRESS SCHEDULE

Contractor's work plan and progress schedule must begin with the allotted ten (10) working days for review of submittals such as material mix designs, traffic control plans, phasing plans, and Water Pollution Control Plan.

No work may begin under the contract until the Water Pollution Control Plan is implemented and the progress schedule and description of proposed procedures and methods of operation material have been approved by the Engineer. Time required for review and approval of these items shall not constitute a basis for time extension.

The Contractor shall prepare and submit a work plan and critical path schedule showing all phases of construction in accordance with Section 5-1.23B and 8-1.02C, of Caltrans Standard Specifications and in a form provided by, or acceptable to, the Engineer and submit information describing the Contractor's proposed procedures and methods of operation and a proposed access plan detailing how access is to be maintained on the roadway. The schedule shall clearly show the demolition and reconstruction of curb ramp(s).

The period of time between demolition of a curb ramp and safely opening it back up to pedestrian use shall not exceed five (5) calendar days. A penalty of \$500 will be assessed per day beyond 5 calendar days, and work may be suspended until the contractor can demonstrate a schedule that meets these requirements for subsequent ramps.

Contractor must 1) schedule operations to ensure that the garbage is collected on the regularly scheduled day or 2) agree to an alternate garbage day 14 days in advance and deliver preapproved notification to each door 8 days in advance of the interrupted pick up. Verbiage shall be as required by the garbage company. Contractor must coordinate directly with local waste management company, Bay Cities Refuse Services (415)332-3646, and shall not permit local waste management trucks to travel on a street between the start of grinding until the final lift of HMA has been complete in place for at least 24 hours.

After the commencement of work, there shall be weekly Progress Meetings between the Contractor and Engineer via video conference or the jobsite to review the success of the past week's schedule and to review the upcoming week's work elements. Contractor shall present a three (3) week look ahead schedule at the weekly progress meeting. Schedule will be updated weekly. The schedule shall clearly show the phases of construction.

Phasing shall be detailed in the Traffic Control Plan described under Section 10.03 of these Special Provisions.

The above items shall clearly disclose the Contractor's proposed procedures and methods of operation, including identifying any special equipment intended for use on this project and the methods of handling traffic.

The limits of work will be marked in the field by the Engineer. The Contractor shall notify the Engineer in writing five (5) working days in advance of when to mark the limits of work at the jobsite.

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

10.03 TRAFFIC CONTROL SYSTEMS AND CONSTRUCTION SIGNS (BID ITEM 2)

The Contractor shall be solely responsible for complying with industry standards, the contract documents, referenced documents, codes, laws and the specifications throughout the complete duration of project.

Comply with section 12 Temporary Traffic Control of the Standard Specifications.

Nothing in these Special Provisions shall be construed as relieving the Contractor from his responsibility as provided in Section 7.1.04. All sections of the California Vehicle Code shall be in full effect except as provided hereinafter. Section 591 and any other section excluding roads under construction from certain requirements of the Vehicle Code shall be in effect only as permitted by the Engineer. The Engineer's permission shall not be construed to relieve any person from the duty of exercising due care.

A. TRAFFIC CONTROL PLAN

The Contractor shall prepare a Traffic Control Plan for each phase and stage of construction and when requested by the Engineer for any specific construction activity. The Traffic Plan shall be prepared by a person who is certified by the Institute of Transportation (ITS), the American Traffic Safety Services Association (ATSSA), the International Municipal Signal Association (IMSA) or the State of California Department of Transportation (Caltrans) as having successfully completed training in the design and operation of work zone traffic control. Along with the Traffic Control Plan, submit the designer's Certification. Work shall not proceed without the Engineer's advance approval of the Traffic Control Plan for the work attempted.

Submit the Traffic Control Plan (TCP) to the Engineer for review at least seven (7) working days prior to mobilization. The Engineer will NOT issue the Notice to Proceed until the TCP is approved. The TCP must conform to the following requirements:

1. Provide for access of emergency vehicles requiring at least 14 feet of unobstructed lane with necessary traffic control measures.
2. Comply with the current "Manual of Uniform Traffic Control Devices," and the "Uniform Signs Chart," issued by the California Department of Transportation, incorporate all necessary signs and devices required for this contract.
3. Show how you provide safe paths of travel for vehicles, pedestrians and bicycle traffic through or around the work zone for the various phases of work.
4. Identify existing road signs which conflict with the proposed traffic control plan and advise the Engineer of proposed solution prior to bagging or otherwise mitigating the conflict.

Review is solely for the purpose of determining the scope of the traffic control operations and general conformance with the requirements of this section. By reason of such review contractor shall in no way be relieved of its responsibilities and duties to perform and complete the work, including operation and maintenance of the facilities, in accordance with (1) generally accepted industry standards, (2) in accordance with all codes, laws, regulations, or other requirements, legal or otherwise, including but not limited to any standards contained or implied in this agreement and (3) safely.

B. TRAFFIC CONTROL

Signs and traffic control shall conform to Sections 7-1.03 "Public Convenience," 7-1.04 "Public Safety" and Section 12 "Temporary Traffic Control" of the current State of California Department of Transportation Standard Specifications (Standard Specifications), and the "California Manual on Uniform Traffic Control Devices, Temporary Traffic Control," current edition, insofar as they may apply, and the following Special Provisions.

The Contractor shall be solely responsible for complying with industry standards, the listed reference documents and the specifications throughout the complete duration of project.

Furnish, place, install, monitor, update, maintain, and remove construction signs for traffic control and to direct traffic through, around, and within the project limits.

The provisions of the Standard Specifications Sections 7-1.03, 7-1.04 and Section 12 regarding signs and other traffic control devices are hereby revised to provide that all signs and other warning devices (including construction and warning signs placed beyond the limits of work) shall be provided by the Contractor, and shall remain his property after the completion of the contract. The applicable sections of Section 7-1.03 "Public Convenience" and Section 12-1.03 "Construction" are further revised to provide that all flaggers and pilot cars shall be provided by the Contractor at his expense. Flaggers shall be properly equipped and trained in accordance with "Instructions to Flaggers," published by the Department of Transportation.

All open excavations shall be adequately barricaded and delineated against entry by pedestrians, bicyclists, animals or motorized vehicles at all times. Open excavations and structures shall not be left unattended.

Stopped public traffic shall not exceed a period of ten (10) minutes when traffic is being handled by one-lane/alternating two-way control.

Contractor shall maintain signs, lights, barricades and all other temporary traffic control at all times including overnight and on weekends for the complete duration of the project. It shall be the responsibility of the Contractor to make sure that traffic control components remain posted and operable until no longer required and are protected from vandalism or removal.

The Contractor shall provide a safe path of travel for pedestrian and bicycle traffic during all phases of construction. It is clearly understood that it is the Contractor's responsibility to provide a safe path of travel at all times. Full compensation for providing safe path of travel shall be considered as included in the lump sum price paid for "Traffic Control System and Construction Signs" and no separate payment will be made.

FLAGGER TRAINING REQUIREMENTS

Section 1599, "Flaggers," of the Construction Safety Orders (California Code of Regulations [CCR] Title 8, Subchapter 4) requires that flaggers be trained in the fundamentals of flagging moving traffic before being assigned as flaggers. The training requirements for flaggers are included in the California Manual on Uniform Traffic Control Devices, Chapter 6.

Training must be provided by a person with the qualifications and the experience necessary to effectively instruct the employee and must be documented as required by Section 3203,

“Injury and Illness Prevention Program,” of the General Industry Safety Orders (8 CCR Subchapter 7).

ROAD CLOSURES

Each road segment that is being repaved may be closed just prior to grinding and again just prior to paving. The duration of closure must be as short as possible, and in no instance may any section of road be closed before 8:00 a.m. or after 5:00 p.m. Contractor shall order their work such that temperature of the pavement meets the road opening requirements of the standard specifications and to ensure the asphalt is not damaged by opening the road at 5:00 p.m.

Contractor shall submit a written schedule of planned closures for the next ten (10) day period. The Closure Schedule shall allow the locations and times when the proposed closures are to be in effect. No lane closures will be allowed unless the Contractor has obtained a confirmation of their written lane closure schedule from the Engineer.

Confirmed closures that are cancelled due to unsuitable weather may be rescheduled at the discretion of the Engineer. The Contractor shall notify residents of the cancellation, and provide one (1) week advance notification of the newly scheduled road work. Road work will not be permitted to begin until one (1) week after residents are re-notified.

No roads may be closed unless approved by the City Engineer and as directed in the approved Encroachment Permit. Project improvements shall be completed using lane closures.

Where flaggers are not visible to each other they shall be equipped with two-way radios for communication, or the Contractor shall furnish a properly equipped and signed pilot car and driver to pilot traffic through those project areas where two flaggers are not visible to each other and no additional compensation shall be provided therefore.

Non-working hour lane closures shall be controlled by flagger or temporary traffic system and no additional compensation shall be provided.

On the day of lane or street closure, the Contractor shall notify the Police Department 415-289-4170, Fire Department 415-388-8182 and County dispatch 415-479-5302.

City of Sausalito community Wide Email System shall be used, in a cooperative effort with the City Public Works Department, to inform the public of pending work scheduled. Traffic control shall be implemented only during the Working Hours as defined in these Specifications.

C. NOTIFICATIONS

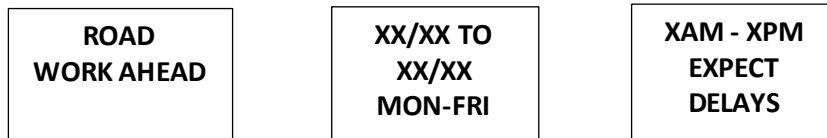
Seven (7) days prior to the commencement of work, and again 24 hours prior to the commencement of work, the Contractor shall submit public outreach notifications. The notifications are subject to approval by the Engineer and shall indicate at a minimum a description of the work to be done, the date the work is scheduled, the hours of operation and fully describe the impacts to the vehicular, bicycle and pedestrian traffic.

Contractor shall provide written notification of construction presence on the road to the police and other emergency service providers.

In addition, starting a minimum of seven (7) calendar days prior to commencement of work, CMS message boards shall be installed and operational as shown below:

<u>Road Name</u>	<u>Number of CMS Boards</u>
Bridgeway	2
Second St.	2
Monte Mar Dr.	2
All Remaining Streets	1

Exact locations to be determined by the Resident Engineer/ Inspector. Signs shall display the following:



No work shall commence until the Inspector has verified these boards are in place and operational.

The CMS message boards shall remain active at each site until activities at each location are completed. These signs shall comply with Part 5 of the State of California, Traffic Control Manual.

On an as-needed basis the Contractor shall post “NO PARKING” and “TOW AWAY” signs on 8-inch Type II barricades as necessary to accomplish his work. City of Sausalito shall issue “NO PARKING” and “TOW AWAY” SIGNS. Contractor shall request signs a minimum of three working days prior to their installation. Posting of “NO PARKING” and “TOW AWAY” signs with dates and time restrictions described in work areas shall be at least seventy-two (72) hours prior to commencement of work. Immediately after posting of signs, contractor shall call County Dispatch (415) 479-5302 for verification. However, if the intended work does not commence within 24 hours of the scheduled work, all “NO PARKING” signs shall be removed from the site or as directed by the Engineer. **The Contractor’s name and phone number and the City of Sausalito Police Department’s phone number shall be printed on all “NO PARKING” and “TOW AWAY” signs.**

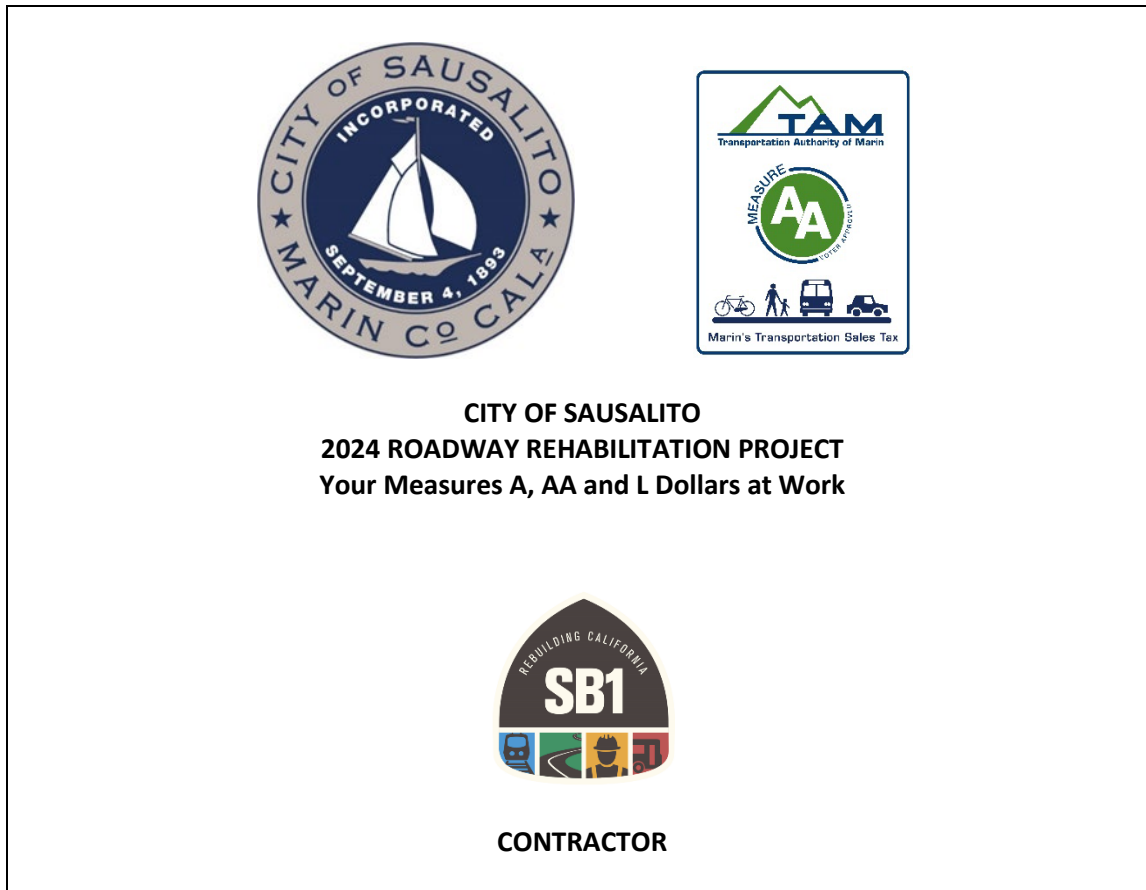
~~Written notice shall be forwarded to the City of Marin Sheriff prior to any posting. The posting must be witnessed by the City of Marin Sheriff 24 hours prior to towing. Contact the City of Marin Sheriff for a sign verification service. The City of Marin Sheriff will then, at their earliest convenience, dispatch an officer who will verify and log the location limits. No less than twenty-four (24) hours after said entry is made, autos may be towed from the location, under the immediate direction of a Police Officer, provided that the signs have been properly maintained. Phone numbers: City of Marin Sheriff’s dispatch at 415-479-2311, and Central Marin Police Authorities at 415-927-5150.~~

It shall be the responsibility of the Contractor to arrange for the towing and removal of any vehicles which have not been removed by the owner and which interfere with any operations.

Full compensation for the removal of the vehicles shall be considered as included in the price paid for the various items of work and no additional compensation will be allowed thereof.

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.

MEASUREMENT AND PAYMENT

The lump sum (LS) price paid for **Traffic Control Systems and Construction Signs (Bid Item 2)** shall include furnishing all labor, materials, tools, equipment and incidentals, including preparation and providing of the Traffic Control Plan, traffic control, flaggers, pedestrian and bicycle path of travel, vehicle towing, public notification, providing and posting of all construction and Project information signs, maintaining and removing construction and Project Information signs, lane closure signs, road closure signs, detour signs, arrow boards, flaggers, temporary signs, furnishing, maintaining, and removing changeable message signs and project information signs, barricades, temporary traffic delineation, and any other requirements of this section and the specification necessary to provide for the convenience and safety of the public and to facilitate the performance of the contract work as shown on the plans and specified herein, and no additional payment will be made therefore.

The Contractor shall be paid on pro rata basis for the work done per month, and said payment shall be for providing all labor, material, equipment, devices, supervision, and all incidentals as are needed to provide traffic control as specified herein, and as may be required to complete the work.

10.04 CLEARING AND GRUBBING (BID ITEM 5)

Clearing and Grubbing shall conform to the applicable provisions of Section 17-2, "Clearing and Grubbing" of Caltrans Standard Specifications and these Special Provisions.

Between January 1 and August 31, Contractor shall provide Engineer with two weeks' notice prior to starting activities that could disturb nesting birds or bats, such as trimming tree branches, so that nesting surveys can be completed by City staff. No clearing and grubbing shall begin until authorization to proceed obtained from the City Biologist.

Clearing and grubbing shall include, but not be limited to, the removal from the area of work and disposal of all vines, logs, upturned stumps, weeds, brush, tree roots, tree stumps and limbs, debris, planters, shrubs, erosion control netting and stakes and other unsuitable material which conflict with the work.

Trees, bushes, and shrubs to be removed must be removed or pruned in such a manner as to not injure standing trees, plants and improvements which are to be preserved.

Trees, shrubs and bushes designated for removal must be clearly identified by the contractor before removal operations begin. Only trees shown on the plans or so designated by the Engineer shall be removed. Trees, shrubs and bushes will be removed in a manner consistent with the health and safety of the tree climbing crew, the general public and private property.

The Contractor shall take all reasonable precautions to restrict his operations to the least area of work possible and shall not disturb public or private property beyond the limits of work. Relevant property boundaries, area of disturbance and easement lines are shown on the Plans. The Contractor shall protect existing trees, shrubs and other private or protected improvements within the limits of stripping and scarifying work below the natural ground surface and other areas as directed by the Engineer to remove all objectionable material.

All Clear and Grubbed material including, chips, debris and the like shall become the property of the contractor and must be completely removed and disposed of outside the highway right of way in accordance with the specifications. Wood and vegetation debris and residue must be removed as it is generated. Under no circumstances may chips or other combustible materials be disposed of onsite.

MEASUREMENT AND PAYMENT

The contract lump sum (LS) price paid for **Clearing and Grubbing** (Bid Item 5) shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals for doing all the work involved in clearing and grubbing as shown on the plans and described in the specifications, including coordinating with the City on nesting bird and bat surveys, removal and disposal of vegetation, existing erosion mat, stakes, tree limbs, shrubs, trees and bushes, as shown on the plans, as specified herein, and as directed by the Engineer.

10.05 MOBILIZATION (BID ITEM 1)

This item consists of preparatory work and operations as noted in Section 9-1.16D, "Mobilization" of the Caltrans Standard Specifications.

Sanitary restroom facilities shall be provided and maintained, by the Contractor, on the project site. The Contractor proposed locations for restroom facilities shall be reviewed with the Engineer prior to delivery and placement of the restroom facility.

At least ten (10) days prior to beginning work, the Contractor shall photograph and video tape the project site in sufficient detail to show the existing site conditions, including but not limited to the proposed alignment, staging areas, routes of ingress and egress for hauling and delivering, and all other areas that the Contractor believes will, or could, be impacted by the work. The Contractor shall provide copy of imagery to the Engineer.

The City will pay no greater than five percent (5%) of the total contract price as a separate pay item for mobilization payable incrementally per Section 9-1.16D "Mobilization" of the Caltrans Standard Specifications. In the event the Contractor submits a mobilization pay item greater than five percent (5%) of the Total Contract Price, the City will pay any excess mobilization amount with the final Progress Payment.

MEASUREMENT AND PAYMENT

If Lump Sum price for mobilization (Bid Item 1) is less than or equal to 5% of the total contract price, then the City shall pay the unit price incrementally per Section 9-1.16D "Mobilization" of the Caltrans Standard Specifications.

If Lump Sum price for mobilization (Bid Item 1) is greater than 5% of the total contract price, then the City shall pay the first 5% of the total contract price incrementally per Section 9-1.16D “**Mobilization**” of the Caltrans Standard Specifications, and the remaining balance of the mobilization unit cost in the Final Monthly Progress Payment.

10.06 WATER POLLUTION CONTROL PROGRAM (BID ITEM 3)

The Contractor shall be responsible for implementing and managing these systems during the life of the project. The **Water Pollution Control Program (WPCP)** shall conform to all applicable requirements in Section 13-2, “Water Pollution Control,” of the State Standard Specifications these Specifications.

The Contractor shall submit a WPCP to address the storm drain and various improvements to the Engineer for approval. The WPCP shall conform to the Section 13 Water Pollution Control of the Standard Specifications and these Specifications.

The WPCP shall be prepared using the latest template posted on the State’s Construction stormwater website.

Dewatering work shall comply with Section 13-4 Job Site Management of the Standard Specifications and shall include the following:

1. Keep all excavations reasonably free from water during construction.
2. Disposal of water shall not damage property or create a public nuisance.
3. Have on hand pump equipment and machinery in good working condition for emergencies and workmen available for its operation.
4. Dewatering systems shall operate continuously until foundations are poured or trenches are backfilled.
5. Groundwater shall be controlled to prevent softening of the bottom of excavations, or formation of “quick” conditions.
6. Dewatering systems shall not remove natural soils.
7. Control surface runoff to prevent entry or collection of water excavations.
8. Release of groundwater shall be controlled to prevent disturbance of the natural foundation soils or compact fill.
9. There shall be no discharge of turbid water on site.
10. Discharge or disposal of water shall be controlled to prevent erosion

The Contractor shall not perform work that may cause water pollution until the WPCP has been approved by the Engineer. The Engineer's review and approval shall not waive any contract requirements and shall not relieve the Contractor from complying with Federal, State and local laws, regulations, and requirements.

MEASUREMENT AND PAYMENT

The contract lump sum price paid for “Water Pollution Control Program” (Bid Item 3) includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in implementation and maintenance of the water pollution prevention system, complete in place, as shown on the Plans, as specified in the Standard Specifications, these Specifications, and as directed by the Engineer.

10.07 CONSTRUCTION LAYOUT (BID ITEM 4)

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.

Contractor shall furnish all land surveys, establish all base lines and bench marks and make sufficient detailed surveys needed for working points, lines and elevations. The Contractor shall develop all batter boards. Contractor shall also develop all additional working points, lines and elevations as they may desire to facilitate his or her methods and sequence of construction.

All work shall be staked in order to meet the lines and grades shown on the Plans. Copies of all survey cut sheets shall be provided to the City Engineer two (2) working days before the planned work begins.

Prior to concrete pouring, formwork and survey staking shall be reviewed and approved by the City Engineer.

MEASUREMENT AND PAYMENT

The contract lump sum price paid for "Construction Layout" (Bid Item 4) includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in providing and maintaining staking and layout, complete in place, as shown on the Plans, as specified in the Standard Specifications, these Specifications, and as directed by the Engineer.

10.08 EXISTING FACILITIES/COOPERATION

See Section 5-1.36 "Property and Facility Preservation" and Section 15 "EXISTING FACILITIES" of Caltrans Standard Specifications and the following Special Provisions.

Existing Utilities

The location of all existing underground utilities may not be shown on the Plans. It is not the intent of the plans to show the exact location of existing or relocated utilities. Do not assume that all utilities have been identified on the plans. The Engineer assumes no responsibility therefor. You are responsible for verifying the actual location and depth in the field of all utilities.

Be cognizant of the existing overhead and underground utility lines in the proximity of the work area and take all precautions, as necessary, to not disturb these facilities.

Notify Underground Service Alert prior to any excavation. Call 811 and follow the USA North's California Excavation Manual and the specifications. Prior to starting an excavation, examine the excavation site for physical evidence (manholes, valve covers, water meters, fire hydrants, sewer cleanouts, storm drains, vaults, paved trenches, utility maintenance boxes, pole risers, trench cuts etc.) that would indicate the existence of underground facilities. You must excavate, as cautiously and prudently as possible.

Be cognizant of existing and outdated USA marking of abandoned facilities. You are responsible for verifying that utilities are located and marked and for verifying the actual location and depth in the field of all utilities.

Where excavations are performed in the vicinity of underground utility mains and/or services, perform initial hand dug exploratory excavations to determine their exact depth and location. Exercise extreme care to avoid damage to all utility facilities. It is your responsibility to make repairs to any facilities damaged by your operation, at your cost. The City will not reimburse you for this work. If you cannot locate an underground facility whose presence is indicated on the plan or as marked by USA, or as otherwise indicated, you must notify the Engineer in writing.

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

Full compensation for **Existing Facilities/Cooperation** shall be considered as included in the various items of work and no separate payment will be made.

10.09 PRESERVATION OF PROPERTY

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

Existing trees, shrubs, culverts and other plants, that are not to be removed and are injured or damaged by reason of the Contractor's operations, shall be replaced by the Contractor in accordance with the requirements in Section 20-3.01C(4) Replacement Plants, of Caltrans Standard Specifications and the following:

The minimum size of replacement shall be as determined by the Engineer.

Replacement planting of injured or damaged trees, shrubs and other plants shall be completed prior to the start of the plant establishment period and shall conform to the provisions in Section 20-3.02, "PLANTING WORK" of the Caltrans Standard Specifications. Damaged or injured plants shall be removed and disposed of outside the highway right of way in accordance with the provisions in Section 5-1.20B(4) of the Caltrans Standard Specifications.

Full compensation for **Preservation of Property** shall be considered as included in the various items of work and no separate payment will be made therefore.

10.10 DUST CONTROL

Dust control shall conform to the provisions in Section 18 "Dust Palliatives", Section 13-4.03C(3) "Stockpile Management" and Section 14-9 "Air Quality" of Caltrans Standard Specifications and these Special Provisions.

No separate payment will be made for work performed or material used to control dust resulting from the Contractor's performance of the work, either inside or outside the right-of-

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

10.11 DEMOLITION AND REMOVAL (BID ITEMS 6, 7, 10, 12, 13)

Demolition and Removal shall conform to the applicable provisions of Section 15 of Caltrans Standard Specifications and these Special Provisions. Demolition and Removal shall include, but not be limited to, the removal from the area of work drainage pipes and structures abandoned/conflicting, utilities, curbs, gutter, pavement, concrete flatwork, asphalt concrete pavement; removal, reinstallation and/or relocation of signs, and posts; saw cutting; removal, relocation and/or disposal of all other items conflicting with the work as shown on the Plans, as necessary to accommodate construction operations, or as directed by the Engineer.

The Contractor may remove portions of abandoned utilities that are in conflict with project construction. Prior to such removal, Contractor shall verify with the applicable utility entity that the subject facility is abandoned. All removed materials, unless otherwise indicated on the Plans or specified herein, shall become the property of the Contractor and he shall make arrangements for disposal outside the road right-of-way in accordance with the Standard Specifications.

Concrete Removal: Existing concrete sidewalk, bus pad, driveways, curb and gutter to be removed shall be completely removed and disposed of in conformance with the provisions in Section 15-3, "Concrete Removal" of the Standard Specifications and these Specifications, as shown on the Plans, and as directed by the Engineer. This bid item also includes removal of base rock as required for the improvements. Bid item 6

Asphalt Removal: Asphalt pavement removal shall be as indicated in the plans. Where indicated in the plans, roadway base and surfacing shall be removed in accordance with Section 39-3.05, "Remove Base and Surfacing," of the Standard Specifications and as directed by the Engineer. This bid item also includes removal of base rock as required for the improvements. Bid item 6

Remove Curb/Curb and Gutter: Existing concrete curb / curb and gutter shall be completely removed and disposed of in conformance with the provisions in Section 15-3, "Concrete Removal" and Section 14-10, "Solid Waste Disposal and Recycling", of the Standard Specifications and these Specifications, as shown on the Plans, and as directed by the Engineer. The Contractor shall restore all sewer, gas and waterline system markings on the top of curbs. All markings shall be referenced prior to curb removal. This bid item also includes removal of base rock as required for the improvements. Bid item 7

Relocate Existing Wheel Stops: Existing wheel stops shall be removed, salvaged and reset as indicated in plans. Damaged wheel stops shall be inspected by the Engineer prior to reuse. Wheel stops not approved by the Engineer shall be removed and of in conformance with the provisions in Section 15-3, "Concrete Removal" and Section 14-10, "Solid Waste Disposal and Recycling", of the Standard Specifications and these Specifications. Bid item 10

Wheel stops shall be set as indicated in plan or approved by the Engineer. Use pre-drilled the pre-drilled holes in the wheel stop as a guide, mark the locations for drilling into the

pavement. Use a hammer drill with a ½" or ¾" masonry bit (depending on dowel size) to drill anchor holes approximately 6" to 8" deep. Blow out or vacuum the drilled holes to remove dust and debris for better dowel or adhesive bonding. Insert galvanized steel rebar dowels (typically ½" diameter x 12–14" long) through the holes in the wheel stop into the drilled pavement holes. Use epoxy or anchoring adhesive, inject it into the holes before inserting the dowels. Tap the wheel stop and dowels down with a mallet to ensure tight contact with the pavement. Let any adhesive cure per the manufacturer's recommendations before use (usually 12–24 hours).

Remove Railroad Rails & Ties : Contractor shall remove and dispose railroad rails and ties (treated with creosote) on Locust Street in conformance with the provisions in Section 14-10, "Solid Waste Disposal and Recycling", of the Standard Specifications and these Specifications. The Contractor shall comply with all government laws, rules and regulations concerning the use of hazardous materials and the disposal of hazardous waste at the jobsite. The Contractor will be solely responsible for all the cost associated with the removal, storage, and disposal of hazardous materials. Bid item 13

Remove Parking Lot Timber Logs: Contractor shall remove and properly dispose of all timber logs currently used as parking lot dividers, which are anchored with rebar. Each log shall be fully extracted, including any embedded rebar or anchoring hardware. All logs must be evaluated for chemical treatment (e.g., creosote, CCA, or other preservatives), and disposal must comply with all local, state, and federal environmental regulations governing treated wood waste. The contractor's price shall include all labor, equipment, transportation, and disposal fees associated with treated or untreated logs, as well as site cleanup and restoration to a safe condition. Bid item 12

MEASUREMENT AND PAYMENT

The contract price paid per linear foot for "Remove Curb and/or Gutter" (Bid item 7) shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in removing concrete, complete in place, including sawcutting, demolition and removal, hauling, recycling, disposal, as shown on the Plans, as specified in the Standard Specifications and these Specifications, and as directed by the Engineer.

The contract price paid per square foot for "Remove Pavement (AC or Concrete)" (Bid Item 6) of the various types shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work complete in place, including sawcutting, demolition and removal of pavement and aggregate base (where necessary), hauling, recycling, disposal, cleanup and other incidental work, as shown on the Plans, as specified in the Standard Specifications and these Specifications, and as directed by the Engineer.

The contract price paid per each "Relocate Existing Wheel Stops" (Bid Item 10) include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work complete in place, including removing and disposal of unsuitable wheel stops and anchors, replacing anchors in kind, and other incidental work, as shown on the Plans, as specified in the Standard Specifications and these Specifications, and as directed by the Engineer.

The contract lump sum price paid for “Remove Railroad Rails and Ties” (Bid Item 13) and “Remove Parking Lot Timber Logs” (Bid Item 12) shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work complete in place, including removing, hauling, and disposal, and other incidental work, as shown on the Plans, as specified in the Standard Specifications and these Specifications, and as directed by the Engineer.

Full compensation for capping and abandoning pipe and removal of sidewalk underdrains as necessary for construction improvements shall be considered as included in the contract price for the various bid items and no separate payment will be made.

10.12 FULL WIDTH & CONFORM GRIND (BID ITEMS 8 & 9)

Grinding shall include the removal of all asphalt, aggregate base, and native soil necessary to achieve subgrade.

Pavement Grinding shall be in accordance with the applicable provisions of Section 42-3 “Grinding” of Caltrans Standard Specifications.

The contractor shall protect the subgrade including, but not limited to, avoiding rain on the subgrade, avoiding unnecessary heavy loads on the subgrade, identifying signs of subgrade cracking or ‘pumping’, keeping trucks off those areas and immediately notifying the engineer.

Pavement grinding operations shall not commence until all existing traffic striping and all street surface facilities/features including utility castings and boxes, survey monuments and benchmark within the areas to be ground have been “tied out”, with reference points, by the Contractor and noted to the Engineer.

Pavement Grinding of asphalt concrete pavement shall be performed by the cold planning method. The cold planning machine shall be capable of planning the pavement without requiring the use of a heating device to soften the pavement during or prior to the planning operation.

Pavement Grinding must be in accordance with the applicable provisions of the specifications and shall involve: Grinding an adequate depth so the finished grinding surface is the depth below finished grade as shown on the plans, across the roadway between the lip of gutter and lip of gutter, or edge of pavement, with cross slopes that match existing or as directed by the plans.

The final cut must result in a uniform surface conforming to the plans. The outside lines of the planed area must be neat and uniform. Planning asphalt concrete pavement operations must be performed without damage to the surfacing to remain in place.

The completed surface of the planed asphalt concrete pavement must not vary more than 0.02 foot when measured with a 12-foot straightedge parallel with the centerline. The transverse slope of the planed surface must not vary more than 0.03 foot from the straightedge when placed at right angles to the centerline.

Errors caused by overgrinding must be corrected by the Contractor at their expense to the satisfaction of the Engineer; **this may include an asphalt leveling course.**

After grinding and before paving, the contractor must walk the site with the Engineer to confirm the limits of dig out areas and identify and mark any base failure areas.

The Contractor is responsible for removal of any existing striping, markers or paving fabric encountered within the grinding depth indicated by the project plans. The Contractor shall remove any loose or de-laminated material (such as paving fabric) that has been exposed as result of grinding. No additional compensation will be given therefore.

The Contractor should pay particular attention to Paragraph 5-1.36, "Property and Facility Preservation," of the Standard Specifications. The required grinding is to be performed without disturbing the existing improvements. Any concrete chipped or otherwise damaged by the pavement grinding operations shall be repaired by the Contractor at no additional cost.

Contractor shall coordinate with the Engineer about existing survey monuments prior to grinding operation. The Contractor shall note all benchmarks and monuments to the Engineer prior to grinding.

The cold plane machine must be:

1. Equipped with a cutter head width that matches the planning width. If the cutter head width is wider than the cold plane area shown, submit to the Engineer a request for using a wider cutter head. Do not cold plane unless the Engineer approves your request.
2. Equipped with automatic controls for the longitudinal grade and transverse slope of the cutter head and:
 - 2.1. If a ski device is used, it must be at least 30 feet long, rigid, and a 1-piece unit. The entire length must be used in activating the sensor.
 - 2.2. If referencing from existing pavement, the cold planning machine must be controlled by a self-contained grade reference system. The system must be used at or near the centerline of the roadway. On the adjacent pass with the cold planning machine, a joint-matching shoe may be used.
3. Equipped to effectively control dust generated by the planning operation.
4. Operated so that no fumes or smoke is produced.
5. Equipment must be equipped with a conveyor system and the Contractor must concurrently load the pavement grindings into an adjacent truck.
6. Equipment must meet all requirements of legally powered regulatory agencies including noise control standards.
7. Equipment must not produce excessive dust and must conform to the Standards of the Bay Area Air Quality Control Board. Pre-heating of the asphalt concrete must not be performed. The machine must be equipped with a water device for dust control. The grinding machine must have a side shield to prevent ground material from being thrown on the sidewalk.
8. Teeth shall not be broken or worn, worn or missing.

No additional compensation shall be made for Pavement Grinding beyond of the lines and grades shown on the Plans unless so directed by the Engineer.

TEMPORARY HMA TAPERS

Where transverse joints are planned in the pavement at conform lines no drop-off shall remain between the existing pavement and the planed area when the pavement is opened to public traffic. If Hot Mix Asphalt (HMA) has not been placed to the level of existing pavement before the pavement is to be opened to public traffic a temporary HMA taper must be constructed. HMA for temporary tapers must be placed to the level of the existing pavement, provide a

smooth ride and tapered on a slope of 30:1 (Horizontal: Vertical) or flatter to the level of the planed area.

HMA for temporary tapers must be the same quality as the HMA used elsewhere on the project or must conform to the material requirements for minor HMA. HMA for tapers must be compacted by any method that will produce a smooth riding surface. Temporary HMA tapers must be completely removed, including the removal of loose material from the underlying surface, before placing the permanent surfacing. The removed material must be disposed of outside the highway right of way in conformance with specifications.

No vertical drop along the longitudinal joints or at driveways shall be left untreated prior to traffic use or at the end of each work shift. The Contractor shall place temporary cutback asphalt over construction paper at paving conforms immediately after performing the grinding operation. The cutback asphalt shall be placed to provide a smooth ramp for vehicular and pedestrian traffic. The Contractor shall maintain the cutback until overlay work has begun at which time all cutback asphalt and construction paper shall be removed and disposed of.

TEMPORARY PAVEMENT DELINEATION

Temporary pavement delineation must be furnished, placed, maintained, and removed in conformance with the provisions in Section 12 of the specifications. Nothing in these special provisions shall be construed as reducing the minimum standards specified in the California MUTCD or as relieving the Contractor from the responsibilities specified in Section 7-1.04, "Public Safety," of the specifications.

When the work causes obliteration of pavement delineation, temporary or permanent pavement delineation must be in place before opening the traveled way to public traffic. Work necessary, including required lines or markers, to establish the alignment of temporary pavement delineation must be performed by the Contractor. Surfaces to receive application of paint or removable traffic tape temporary pavement delineation must be dry and free of dirt and loose material. Temporary pavement delineation must be maintained until superseded or replaced with a new pattern of temporary pavement delineation or permanent pavement delineation, or as determined by the Engineer.

Painted pavement markings used for temporary delineation must conform to Section 84-3, "Painted Traffic Stripes and Pavement Markings," of the Standard Specifications, except for payment.

REMOVAL AND DISPOSAL

The material planed from the roadway surface, including material deposited in existing gutters or on the adjacent traveled way, residue and fabric become the property of the Contractor and must be cleaned up and disposed of outside the highway right of way in conformance with specifications. Removal operations of cold planed material must be concurrent with planning operations and follow within 50 feet of the planer, unless otherwise directed by the Engineer.

MEASUREMENT

Full Width Grind (0-3") (Bid Item 9) and Full Width Grind (3"-6") (Bid Item 8) shall be measured by the square yard (SY). The quantity to be paid for will be the actual area of surface cold planed irrespective of the number of passes required to obtain the depth shown on the plans, or the volume of asphalt pavement between existing grade and proposed finish grade.

Damage caused to the road surface beyond the contract limits shall be repaired by grinding and paving as directed by the Engineer at the cost of the contractor and no additional compensation will be allowed therefor.

PAYMENT

The contract price paid per square yard (SY) for “Full Width Grind (3”-6”)” (Bid Item 8) and “Full Width Grind (0-3”)” (Bid Item 9) shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in cold planning asphalt concrete surfacing, including base material, fabric striping and markers within the prescribed depth, disposing of planed material, protecting improvements, notification, furnishing the HMA for constructing temporary HMA tapers, maintaining, removing, and disposing of temporary HMA tapers, placing, maintaining, removing and disposing of temporary pavement delineation, as specified in the Standard Specifications and these special provisions and as directed by the Engineer, and no additional compensation will be allowed therefor.

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

10.13 SURVEY MONUMENT

Protect all monuments whether noted on the plans or not. Monuments that will be disturbed must be identified by the Contractor to the Engineer, for the Contractor to set reference points to reestablish the monument.

Contractor must provide at least ten (10) working days’ notice to the Engineer of any monuments that will be disturbed.

No monuments shall be disturbed or removed without the prior written agreement of the Engineer nor before the surveyor has set reference points to reestablish the monument.

10.14 ADJUST MONUMENT BOX (BID ITEM 37)

Monuments that remain undisturbed during construction shall be protected in place. After the pavement is reconstructed, a new monument utility box and cover shall be installed per the current Marin Uniform Construction Standard. There shall not be any perceptible difference in elevation between the finished pavement surface and the cover. If the existing box is missing or broken, a new survey monument box and lid will be furnished by the Contractor.

MEASUREMENT AND PAYMENT

The unit price paid for each **Adjust Monument Box** (Bid Item 37) includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in lowering and raising utility boxes and covers to grade, complete in place, including referencing, as shown on the plans, as specified in specifications, and as directed by the Engineer, and no additional compensation will be made therefor.

10.15 REPLACE SURVEY MONUMENT

When destruction of a monument **is not preapproved in writing by the City Surveyor**, the Contractor shall protect the monument in place. Work that risks disturbance of the monument must stop until written preapproval is obtained from the Engineer.

Proceed only after obtaining written approval to destroy the monument. Monuments that are at risk of damage, or ones that have already been damage shall be replaced as a new survey monument after resurfacing. The contractor shall provide the Engineer notice when they are ready for hub straddlers at each new monument location. The straddlers will be set within 5 working days. **Disks, boxes and lids will be provided by the Contractor.** The monument disk shall be installed, per the current Marin Uniform Construction Standard, such that the center of the disk is at the geometrical center of the straddler an the monument utility box and cover shall be installed per the current Marin Uniform Construction Standard and a corner record shall be filed with the County of Marin. There shall not be any perceptible difference in elevation between the finished pavement surface and the cover.

Any monuments that are disturbed or sustain damage during construction, the Contractor shall bear the expense for rebuilding it. In any instance where the City deems a damaged monument to be irreplaceable, the Contractor shall be fined \$20,000 per monument.

MEASUREMENT AND PAYMENT

Full compensation for complying with the above provisions shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in lowering and raising utility boxes and covers to grade, and installing the survey disk per the current Marin Uniform Construction Standard complete in place, including referencing, coordination, excavation, demolition, new concrete, setting the disk, filing a corner record and paving as shown on the plans, as specified in specifications, and as directed by the Engineer and shall be considered as included in the contract price for the various bid items and no separate payment will be made.

10.16 EARTHWORK

Earthwork shall conform to the applicable provisions of Section 19, "Earthwork", of the Standard Specifications and these Special Provisions.

Excavated material shall become the property of the Contractor and shall be disposed of outside the right of way. Contractor shall assume all soil is lead contaminated (greater than 50 ppm) and shall properly dispose of contaminated soil.

Subject to the approval of the Engineer, suitable excavated material may be used as backfill where necessary. In the event of a shortfall only approved backfill material will be used. Fill material shall be natural soil and rock which is free of organic material, rubble and debris, and shall conform to the standard specification requirements.

Fill shall be compacted to a minimum of 95 percent relative compaction (ASTM D-1557). Relative compaction, maximum dry density and optimum moisture content of fill materials should be determined in accordance with ASTM Test Method D-1557. The maximum lift thickness before compaction shall not exceed 8 inches, regardless of the vertical spacing

between layers of soil reinforcements. The Contractor may decrease this lift thickness, if necessary, to obtain the specified density. Fill material which does not meet the requirements of this specification shall be corrected or removed and replaced at no additional expense to the City.

Imported material to be used as Fill may be Class II aggregate base in accordance with Section 26-1.02 or imported borrow that meets the specifications in accordance with Section 19-7.02 of the standard specifications. Recycled aggregate base will not be allowed.

The Contractor shall notify the engineer immediately after identifying a grade conflict. The Contractor shall not be eligible for additional compensation for minor design changes other than those that cause a change in quantities.

In the event of a grade conflict, the Contractor shall pursue other work which is not affected by the conflict. If such alternative work is available, the Contractor shall not be eligible for additional compensation due to the grade conflict.

No open trenches or other excavated areas shall be within or adjacent to the traveled way when work is not actively in progress or when adequate protection is not in place. Edges of excavation in existing roadway pavement shall be cut neat.

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 other elements of work and no additional compensation will be allowed therefor.

10.17 SCARIFICATION

This work shall consist of the scarification and compaction of native soil underneath the new asphalt and concrete pavement sections as shown on the plans. Contractor shall provide 48-hour notice to the Engineer for inspection of subgrade prior to planned scarification.

Upon excavation to subgrade depth in locations to receive new asphalt or concrete pavement, the soil shall be scarified to a minimum depth of 6 inches, moisture conditioned to within 2 to 5 percentage points above optimum moisture content, and compacted to a minimum relative compaction of 90 percent relative compaction to the maximum dry density as determined in the laboratory according to ASTM D1557.

The Contractor shall protect from damage all existing improvements, drainage facilities, sanitary sewage facilities, water facilities, traffic signal facilities, landscaped areas, trees and shrubbery that are not required to be removed during construction. Any existing improvements, drainage facilities, sanitary sewage facilities, water facilities, traffic signal facilities, landscaped areas, etc., damaged as a result of the Contractor's construction activities shall be replaced by the Contractor at no cost to the City.

Shallow utilities may be located within the scarification area. The contractor shall identify these utilities and protect during scarification.

It is the Contractor's responsibility to plan the preparation of the subgrade with respect to weather conditions. If poor weather creates excessive moisture in the subgrade or the inability to meet minimum compaction standards, the Contractor shall implement alternative

methods as approved by the Engineer to continue subgrade preparation in accordance with these Plans and Specifications.

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 other elements of work and no additional compensation will be allowed therefor.

10.18 CLASS II AGGREGATE BASE

Class II Aggregate Base shall conform to Section 26-1.02B of Caltrans Standard Specifications for 3/4-inch maximum gradation and compaction shall conform to Section 26-1.03D of the Standard Specifications and these Special Provisions.

Spread and compact in (6) inches maximum lifts. Compaction shall be moisture conditioned to at or above optimum moisture content and compacted to at least 95 percent relative compaction. The subgrade should not be allowed to dry out prior to pavement construction.

The imported shoulder material shall be graded and compacted to 95 percent relative density. The finish shall have a smooth, neat appearance, shall conform flush to the finished edge of pavement and shall conform to the existing grade at the top of slope as directed by the Inspector.

MEASUREMENT AND PAYMENT

Class II Aggregate Base associated with other bid items, such as minor concrete and drainage, improvements, will be included in those unit prices and will not be measured or paid for as Class II Aggregate Base.

Full compensation Class II Aggregate Base, not included with other bid items, shall comply with the above provisions and shall be considered as included in the contract price for the various bid items and no separate payment will be made.

10.19 PAVEMENT TREATMENT (BID ITEM 18)

The Contractor shall remove all pavement stripes and markings, clean and weed abate all cracks, perform crack sealing, and then perform micro-surfacing of roadways in the City right-of-way consistent with the Plans and provisions of this section.

Crack Cleaning and Weed Abatement

Prior to crack sealing, slurry sealing, or milling and filling, the Contractor shall remove vegetation and debris from cracks. Cracks having an average clear opening of 1/4 inch or greater shall be cleaned with high velocity compressed air to a depth of 3/4- to 1-inch unless otherwise directed by the Engineer. The air compressor shall be capable of providing sufficient uncontaminated air pressure and shall be equipped with traps that prevent oil and moisture from entering the stream of compressed air. The Contractor shall remove all debris from the road surface.

The Contractor shall neutralize future vegetation growth by heating the cracks. When using heat, the Contractor shall use extreme care to prevent fire. The City of El Cerrito prohibits the use of herbicide within the public right of way.

Crack Sealing

Work shall conform to Sec. 37-6, "Crack Treatment" in the Standard Specifications and these Special Provisions. The Contractor shall seal cracks on all streets designed for crack sealing and those receiving fog seals.

Crack and joint sealant material shall be hot-poured sealant "Crafco, Roadsaver Low Tack" (#34543) or approved equal.

Crack sealant shall meet the following requirements for Type I, Joint and Crack Sealants, Hot-applied, for Concrete and Asphalt Pavements.

Crack Treatment Material

Quality characteristic ^a	Test method ^b	Requirement				
		Type 1	Type 2	Type 3	Type 4	Type 5
Softening point (min, °C)	ASTM D36	102	96	90	84	84
Cone penetration at 77 °F (max)	ASTM D5329	35	40	50	70	90
Resilience at 77 °F, unaged (%)	ASTM D5329	20–60	25–65	30–70	35–75	40–80
Flexibility (°C) ^c	ASTM D3111	0	0	0	-11	-28
Tensile adhesion (min, %)	ASTM D5329	300	400	400	500	500
Specific gravity (max)	ASTM D70	1.25	1.25	1.25	1.25	1.25
Asphalt compatibility	ASTM D5329	Pass	Pass	Pass	Pass	Pass
Sieve test (% passing)	See note d	100	100	100	100	100

^aCold-applied crack treatment material residue collected under ASTM D6943, Method B and sampled under ASTM D140 must comply with the grade specifications.

^bExcept for viscosity, cure each specimen at a temperature of 23 ± 2 °C and a relative humidity of 50 ± 10 percent for 24 ± 2 hours before testing.

Sealant packaged in containers shall be labeled in accordance with AASHTO M 301-85, Section 5. Bulk shipments of sealant shall be accompanied by documents providing the name of the manufacturer, trade name of the sealant, batch or lot number, pouring temperature, and safe heating temperature. Mixing of more than one lot or batch within a bulk shipment of sealant will not be permitted.

Contractor shall thoroughly inspect the project site prior to submitting a bid for the project. All cracks and joints exceeding 1/4" in diameter shall be sealed.

Crack sealant shall not be placed during wet or inclement weather, or on wet surfaces. The atmospheric temperature shall be at least 4°C (40°F) and rising before the crack sealant is placed. The temperature of the existing pavement surface shall be above 0°C (32°F) when applying the crack sealant.

Crack Sealant shall be applied only when the wind conditions are such that a satisfactory seal is achieved.

Air compressors shall be capable of providing sufficient uncontaminated air pressure to clean the cracks and shall be equipped with traps that prevent oil and moisture from entering the stream of compressed air.

The equipment for heating and preparing the sealant mixture shall be capable of providing a continuous supply of the prepared mixture and of maintaining a continuous, uniform, homogeneous mixture throughout the sealing operation. Continuous mechanical agitation shall be provided as necessary to maintain homogeneity.

Application devices shall provide uniform application of the sealant materials without clogging, or other irregularities in distribution. Application devices and equipment shall meet all stated requirements of the sealant manufacturer.

Cracks having an average clear opening of ½-inch or greater shall be cleaned with high velocity compressed air to a depth of ¾- to 1-inch unless otherwise directed by the Engineer.

Immediately before placing the sealant, the sealant reservoirs shall be cleaned of loose particles, dust and other deleterious materials by means of high velocity compressed air.

Application of sealant shall be controlled to confine the crack sealant within the reservoirs. Crack sealant shall be applied to the clean, surface-dry reservoirs to a depth of between 3/8- to ¼-inch below the existing surface of the roadway. If, in the opinion of the Engineer, the Contractor's method of filling the crack results in an excessive amount of sealant on the pavement surface, filling shall be stopped and the method changed. Overflow shall be cleaned from the pavement surface. The Engineer will determine when the cracks are properly sealed.

Should clogging of the application devices or irregularities in the application occur, operations shall cease until corrective action is taken.

Special requirements indicated by the manufacturer for preparation or placement of a given sealant material will be followed.

Vehicular traffic will not be permitted on the pavement surface until sufficient curing time has elapsed to eliminate pickup or tracking of the sealant.

Microsurfacing shall conform to Section 37-3 of the Standard Specifications and these special provisions. Micro-surfacing shall be type II aggregate grading.

A test strip shall be placed in conditions similar to those expected to be encountered during the project. Test strip shall be approved by the Engineer prior to further roadway application.

Aggregate shall be 100% crushed with no rounded particles, volcanic in origin and black in color. The use of gray or light-colored aggregate will not be allowed.

Preparatory work which does not require closing the parking area to public traffic may begin not earlier than 8:00 AM.

Roadways shall be reopened to traffic as soon as the seal has cured, and no later than 5:00 PM. Therefore, all work must cease and be completed including the curing for traffic to open no later than 5:00 PM.

Immediately before commencing the micro-surfacing operations, all surface metal utility covers (including survey monuments) shall be protected by thoroughly covering the surface with an appropriate adhesive and oiled or plastic paper. No adhesive material shall be permitted to cover, seal, or fill the joint between the frame and cover of the structure. Covers are to be uncovered and cleaned of slurry material by the end of the same workday.

All existing raised traffic and reflective pavement markers shall be removed from the pavement prior to the placement of micro-surfacing.

No application of micro-surface mixture shall be permitted when the temperature of the pavement to be surfaced is below 50°F or when the air temperature is below 55°F in the shade or when in the opinion of the Engineer, road conditions, road temperatures, imminence of rain, wetness or dampness are not conducive to successful results.

Prior to placing the micro-surface, the streets shall be cleaned by sweeping with self-loading, self-propelled sweepers with water spray bars to reduce dust. Sidewinder sweepers or brooms that wind row material and do not remove it shall not be used. Completion of sweeping shall be evidenced by the absence of all loose particles of paving, dirt, vegetation, and all other extraneous material. If needed, all areas shall be swept a second time or more if necessary in the same manner as the first sweeping or as directed by the Engineer.

The micro-surface shall be applied to the full width of the roadway (excluding any existing Portland cement concrete gutters).

The minimum thickness of the micro-surfacing shall be 3/16 above the nominal surface of the existing underlying pavement.

The micro-surface machine shall move forward at such a speed that the fluid mixture will penetrate and substantially fill all available voids. The slurry box squeegees, rubber belting or similar material, shall be flexible enough to wipe the micro-surface uniformly over the surface without gouging, scouring, or abrading the surface.

The Contractors shall furnish and maintain in good operating condition all tools and equipment necessary to do the work with a minimum of inconvenience to the public and shall employ sufficient personnel to operate all equipment efficiently and skillfully. The contractor shall immediately remove any excess micro-surface from the gutters.

The Contractor shall return to each area receiving a micro-surface a minimum of 2 times, but up to three (3) times for post sweeping at the following intervals: 3 days after micro-surface is placed, 2 weeks after micro-surface is placed, and the day of striping and marking operations, just prior to striping and pavement marking placement. Brooms shall be self propelled and capable of removing loose material from the surface during sweeping.

The Contractor shall refrain from using fuel or solvents of any kind for cleaning tools and equipment in such a manner as to permit spillage of diesel fuel or solvent on the pavement, curbs, gutters, parkways, or other adjoining areas.

At least 7 days before the work commences, the contractor shall submit an approved mix design covering the specific materials to be used on the project. This design will be performed by a laboratory, which has experience in designing microsurfacing. The International Slurry Surfacing Association can provide a list of laboratories experienced in

microsurfacing design. After the mix design has been approved, no substitution will be permitted, unless approved by the Engineer.

Cleanup - All areas, such as man-ways, gutters, and intersections, shall have the microsurfacing mix removed as specified by the City Engineer. The contractor shall, on a daily basis, remove any debris associated with the performance of the work. The loose aggregate remaining after the microsurfacing has been set shall be swept up and disposed of the day after it was placed. All streets shall be reswept two weeks and again six weeks after the completion of the microsurfacing to remove any loose aggregate.

MEASUREMENT AND PAYMENT

The contract price paid per square yard for “**Microsurface**” (Bid Item 18) shall include full compensation for furnishing all labor, materials, tools and equipment necessary to perform the work involved in placing the micro-surface seal including all incidental work or materials necessary including striping removal, crack cleaning, and crack sealing to complete the work as specified in these Special Provisions and indicated in the contract documents.

10.20 HOT MIX ASPHALT FILL (TYPE A) AND HOT MIX ASPHALT (LEVELING COURSE) (BID ITEM 14)

HMA (Type A) and HMA (Leveling Course) shall conform to the provisions of Section 39, “Hot Mix Asphalt” of the Standard Specifications, these Special Provisions and the Plans.

Petroleum based lubricants are prohibited for use in truck beds, aprons, tools, paver hopper, screed and rakes.

Prior to placing the Hot Mix Asphalt (HMA) all leaves, debris and low branches must be removed from the area to be paved.

Asphalt Concrete shall be Type A, HMA, conforming to the requirements of Section 39-2.01 “Type A HMA” of the Standard Specifications. RAP shall not exceed 15% and is subject to the requirements of Section 39-2.02B(5) “Reclaimed Asphalt Pavement”.

Leveling Course shall be 3/8” max mix.

Wearing Course shall be 1/2” max mix.

Gradation for all **other** asphalt lifts may be any size, provided it meets the requirements in the following table:

Aggregate Gradation Requirement	
Pavement thickness (compacted)	Gradation
Greater than 0.10 foot and less than 0.20 feet	1/2”
Greater than 0.20 foot	3/4”

Aggregate Gradation (Percent Passing)

3/4 inch

Sieve size	Target value limit	Allowable tolerance
1"	100	--
3/4"	90–98	TV ± 5
1/2"	70–90	TV ± 6
No. 4	42–58	TV ± 5
No. 8	29–43	TV ± 5
No. 30	10–23	TV ± 4
No. 200	2.0–7.0	TV ± 2.0

1/2 inch

Sieve size	Target value limit	Allowable tolerance
3/4"	100	--
1/2"	95–98	TV ± 5
3/8"	72–95	TV ± 5
No. 4	52–69	TV ± 5
No. 8	35–55	TV ± 5
No. 30	15–30	TV ± 4
No. 200	2.0–8.0	TV ± 2.0

3/8 inch

Sieve size	Target value limit	Allowable tolerance
1/2"	100	--
3/8"	95–98	TV ± 5
No. 4	55–75	TV ± 5
No. 8	30–50	TV ± 5
No. 30	15–35	TV ± 5
No. 200	2.0–9.0	TV ± 2.0

The asphalt concrete mix design shall contain a **minimum binder content of 5.5%**.

The asphalt concrete mix designs shall contain an **air voids content ratio of 4%**.

Asphalt Concrete shall be **PG 64-16** performance graded asphalt.

The coarse aggregate shall contain 100% crushed rock. The percentage of crushed particles will be determined by Test Method of No. Calif. 205, except that no particle shall be considered

a crushed particle unless it has three or more fractured faces, regardless of size.

Asphalt Concrete shall not be supplied from more than one mixing plant unless otherwise approved by the Engineer.

The Contractor shall furnish to the Engineer, at least ten (10) working days prior to the start of work, a list of the sources of materials together with a Certificate of Compliance, indicating that materials to be incorporated in the work fulfill the requirements of these specifications, and a mix design for the Asphalt Concrete. The Certification of Compliance shall be signed by the material supplier or supplier's representative. It is the intent of these specifications that materials to be incorporated in the work must meet the requirements of these specifications after incorporation in the paved areas shown on the Plans. The Contractor shall be responsible for all costs associated with the required mix design.

Job Mix Formula Authorization

You may start HMA production if:

1. Engineer's review of the JMF shows compliance with the standard specifications
2. Caltrans has verified the JMF within 12 months before HMA production
3. Engineer authorizes the verified JMF

The mix design shall indicate the percentage passing each sieve size, Optimum Bitumen Content (OBC), percent voids, stability and maximum theoretical unit weight at each asphalt content used to arrive at the recommended OBC.

The Contractor shall submit the following items to the Engineer at least ten (10) working days prior to the placing of any Hot Mix Asphalt Leveling Course:

- A list of material sources
- Aggregate samples per Section 39-1.03C, "Job Mix Formula Submittal," of the State Standard Specifications
- Asphalt concrete mix design
- Certificate of Compliance per Section 6-3.05E, "Certificates of Compliance" of the State Standard Specifications

The Contractor shall submit to the Engineer samples of all materials to be used in the work for the purpose of determining specification compliance. The Engineer reserves the right to obtain said samples at the point of delivery and/or at the point of manufacture.

During paving operations, the City will take various field and plant tests for compliance with the approved mix. If it is found that the Asphalt Concrete mix being used does not comply with the approved mix, the paving operations shall cease until the plant supplying the Asphalt Concrete makes necessary corrections to bring the mix back into compliance. Any materials rejected by the City shall be removed from the job site, at the Contractor's expense, and no additional payment will be allowed.

The Contractor shall notify the Engineer at least seventy-two (72) hours in advance of commencement of paving operations on any road. Ambient air and surface temperatures prior to paving shall be as follows:

Minimum Ambient Air and Surface Temperatures

Lift Thickness (inches)	Ambient Air (°F)		Surface (°F)	
	Unmodified Asphalt Binder	Modified Asphalt Binder	Unmodified Asphalt Binder	Modified Asphalt Binder
<2	55	50	60	55
≥2	45	45	50	50

HMA Base Lift must cool to below 130 degrees before the HMA second lift can be placed. Tack coat must be applied prior to the HMA second lift.

The Contractor shall pave such that no cold joints are created within any vehicle traveled lane. Cold joints are permitted along the centerline of the road. If a road width does not allow for a single pass to reach the exact centerline, the contractor will be required to make (2) concurrent and adjacent passes to reach the centerline using two paving machines where possible. Contractor is responsible for providing paving equipment and a traffic control plan that can satisfy these constraints including but not limited to pavers capable of accepting extensions to the screed to allow for wider paver passes. If the temperature at the longitudinal joint drops below 225° F, the Contractor shall grind partial depth (min 1 ¼" x min 1 ¼") of the edge of the paved lane at the joint prior to making the adjacent pass. The ground longitudinal joint will be straight and parallel with the centerline of the road and approved by the engineer.

Alternatively, longitudinal cold joints will be allowed on lane lines and centerlines as detailed in detail P70 "Hot Mix Asphalt (Longitudinal Tapered Notched Wedge Joint)," of the Standard Plans. Longitudinal Tapered Notched Wedge Joints shall only be constructed by using an attachment to the paver screed. **Construction by raking or other hand construction methods will not be allowed.**

All driveway aprons, pathway/bikeway (shoulders) shown on the Plans shall be paved on the same day as the mainline resurfacing such that no cold joints are created.

SMOOTHNESS

The top layer of HMA pavement must not vary from the lower edge of a 12-foot straightedge:

1. More than 0.01 foot when the straightedge is laid parallel with the centerline.
2. More than 0.02 foot when the straightedge is laid perpendicular to the centerline and extends from edge to edge of a traffic lane.
3. More than 0.02 foot when the straightedge is laid within 24 feet of a pavement conform.
4. Segregation, coarse or fine aggregate pockets and hardened lumps will not be allowed.

The asphalt paving machine shall be equipped with an electronic sonic averaging "sonic ski" system with a minimum of three (3) sensors to be positioned a minimum of 10-foot in front, 10-foot behind and adjacent to the tow point of the paving machine. The system shall be designed to optimize a smooth and consistent road profile. All settings and inputs shall be programmed and adjusted to yield an average thickness equivalent to the paving thickness shown on the plans. The engineer can cancel the use of the "sonic ski" system at any point without incurring any penalties by the contractor.

Asphalt pavers shall be self-propelled with fully functional slope and grade sensing modules, mechanical spreading and finishing equipment, provided with a screed or strike-off assembly capable of distributing the material to not less than ten (10') feet. Screed action shall include any cutting, crowding or other practical action which is effective on the mixture without tearing, shoving or gouging, and which produces a surface texture of uniform appearance. The screed shall be adjustable to the required section and thickness. Pavers that leave ridges, indentations or other marks in the surface shall not be used unless the ridges, indentations or other marks are eliminated by rolling or prevented by adjustment in operation.

If the automatic screed controls fail to operate properly during the day's work, the Contractor may use manual control of the spreading equipment for the remainder of that day; however, the equipment shall be corrected or replaced with an alternative automatically controlled equipment conforming to the requirements in this section before starting the next day's work.

Spreading, shoveling or raking HMA shall not leave irregular or segregated areas. The Contractor shall supply an appropriate number of qualified, experienced rakers and shovelers.

The Contractor shall furnish equipment capable of producing the required compaction. Vibratory rollers shall be double steel drum, having adjustable frequency and amplitude settings directly available to the operator during the operation. The roller shall be equipped with self-reversing eccentrics. The vibratory mode shall automatically shut off when machine direction is changed.

HMA shall be compacted to a minimum **91 percent** of Maximum **Theoretical** Density as determined by American Society of Testing Materials (ASTM) D-2041.

The Contractor shall provide an independent testing firm to test compaction for the Resurfacing. Testing frequency shall be in accordance with Section 39 "Asphalt Concrete" of the Standard Specification and these special provisions. **Contractor shall submit a written report of the compaction results for each day. The City will not accept the installed material until after the written compaction reports have been reviewed and approved by the Engineer.**

The City may retain a testing firm to monitor in-place compaction. Density will be determined using a nuclear gage.

The quantity of **HMA FILL (Type A)** shall be determined from certified weight master tickets **handed to the engineer** upon truck arrival at the hopper relative to the amount of asphalt delivered, placed and compacted per the lines and grades shown on the plans. Payment replacement requirements for not meeting the compaction requirement will be made in accordance with the Caltrans Standard Specifications.

MEASUREMENT AND PAYMENT

The contract price paid per ton for "HMA Fill (Type – A) and HMA (Leveling Course)" (Bid Item 14) shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in furnishing and placing hot mix asphalt leveling and overlay courses, applying paint binder, and performing in-place density and compaction tests, complete in place as shown on the Plans, as specified in the Standard Specifications and these Specifications, and as directed by the Engineer.

Payment reductions for not meeting the compaction requirement will be made in accordance with the Caltrans Standard Specifications.

10.21 ASPHALT DIGOUT (6" BELOW FG) (BID ITEM 17) AND HMA PLUG (8" BELOW FG) (BID ITEM 16)

Asphalt digout and HMA plug depths will be 6" and 8", respectively, as measured from finish grade. Asphalt digouts and plugs shall conform to the applicable provisions in Section 39 and 42-3, "Asphalt Concrete" and "Grinding", respectively, of the Standard Specifications and these Special Provisions. Asphalt digout and plugs shall consist of grinding and/or excavation and placement of asphalt concrete within the limits (areas & depths) as marked in the field, or as shown on the Plans or as designated by the Engineer. All removed material shall become the property of the Contractor and shall be disposed of outside the right-of-way. The resulting base subgrade shall be recompacted prior to placing new materials as shown on the Plans or specified herein. Compaction shall be not less than 95 percent relative density. Soft areas shall be referred to the Engineer for direction. Edges of existing pavement, where not ground, shall be neatly trimmed vertical. All existing pavement surfaces and vertical edges shall be applied with a tack coat of SS-1 emulsion. Prime coat shall be applied to the base material prior to asphalt placement.

Prior to placing the HMA all leaves, debris and branches will be removed from the area to be paved.

Petroleum based lubricants are prohibited for use in truck beds, aprons, tools, paver hopper, screed and rakes.

Hot Mix Asphalt shall be ½" or ¾" Type A

The Contractor shall verify with the Engineer the location and configuration of all "Digout" areas prior to starting work. These areas will be the limits of work and no payment will be made for work outside these limits.

Digout Repairs within the full width grind section will not be marked until after the entire full width grind section has been removed. The Engineer shall be given a minimum of four (4) hours to mark dugouts within the full width grind sections. Contractor must provide a water truck or equivalent to assist the engineer with proof rolling.

All roads shall receive their final lift of asphalt within fifty six (56) hours of grinding

When subgrade is exposed during the digout repair operation, the Contractor shall, as directed by the Engineer, remove unsuitable materials or unstable subgrade using small equipment. The Contractor shall exercise care to avoid unnecessary deterioration of the existing subgrade.

Unsuitable material is defined as material the Engineer determines to be:

- of such unstable nature as to be incapable of being compacted to specified density using ordinary methods at optimum moisture content; or

- too wet to be properly compacted and circumstances prevent suitable in-place drying prior to incorporation into the work; or
- otherwise unsuitable for the planned use.

The Contractor shall ONLY grind/excavate such digout areas which can be AC plugged the same day. Where vehicular access is a particular concern, the Contractor shall not excavate in advance of the paving operations without proper traffic controls and the approval of the Engineer. No excavated digout area shall be left open overnight.

If Portland Cement Concrete is encountered within the marked asphalt digout depth, the Engineer shall immediately be notified for direction. If ordered, concrete removal will be paid for as Extra Work.

The Contractor shall make arrangements for the disposal of the excavated materials.

The quantity of Asphalt Digout (6" Below FG) and HMA Plug (8" Below FG) shall be field measured and shall include all digouts delineated and approved by the Engineer. Contractor and Engineer shall agree on quantities and confirm depth prior to excavating the digout area.

MEASUREMENT AND PAYMENT

The contract unit price paid per square foot (SF) for "Asphalt Digout (6" Below FG)" (Bid Item 17) and "HMA Plug (8" Below FG)" (Bid Item 16) shall include all labor, materials and equipment necessary to complete the work (including excavation, disposal of excavated material, and providing and placing asphalt) as shown on the Plans and agreed to as specified herein.

Work to correct unstable material shall be considered extra work if the contractor exercised reasonable care to protect the subgrade from unnecessary or avoidable trafficking, water, vibration and disturbance. Extra work shall be as directed by the engineer.

10.22 PAVEMENT FABRIC (BID ITEM 29)

Pavement fabric shall be GlasPave50 Paving Mat by Tensar or Engineer approved equivalent. Contractor shall install pavement fabric at locations indicated in plan or as approved by the Engineer. Pavement fabric shall be installed per manufacturer's recommendation.

MEASUREMENT AND PAYMENT

The contract price paid per square yard for **Pavement Fabric** (Bid Item 29) shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in placing pavement fabric, complete in place, as shown on the Plans, as specified in the Standard Specifications and these Specifications, and as directed by the Engineer.

10.23 TACK COAT

Tack Coat shall be SS-1h, unless the pavement is to receive a paving fabric or mat, and use and application rates shall be in accordance with the applicable provisions of Section 39-2.01C(3)(f) and shall comply with the physical properties found in Section 94-1.02, Anionic Asphaltic Emulsion Requirements Tables, of the Standard Specifications. **Dilution of the mixture with water will not be acceptable.**

Prior to applying tack coat, the street surface shall be swept clean by brooming or washed clean to the satisfaction of the Engineer. The length of the tack coat placed in advance of the paving operation shall be determined by the Engineer to minimized degradation of the tack coat by vehicular traffic. The street surface shall also be free of moisture and dry to the satisfaction of the Engineer.

Tack coat shall be uniformly spread from a distributor truck by means of a horizontal spray bar. **Hand-held spraying shall not be allowed except in small irregular areas as permitted by the Engineer.** The rate of coverage shall be as approved by the Engineer. **Tack coat shall not be applied to a width greater than can be covered by the paving operation, nor greater than 500 feet in advance of the paving operation, unless authorized by the Engineer.** Following the application of the tack coat, the surface of the roadway shall be closed to the use of public traffic. Care shall be taken to avoid tracking tack coat material on existing pavement surfaces beyond the limits of construction. Material so tracked shall be removed by the Contractor at Contractor's expense. The Contractor shall furnish and use tarpaulins to cover all loads.

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

10.24 MINOR CONCRETE (BID ITEMS 19, 20, 21, 22, 23, 24, 25, 26)

The Contractor shall place concrete flatwork and other elements to complete the project. All work in this section shall be done in accordance with and Section 73, "Concrete Curbs and Sidewalks" of the Standard Specifications, except as modified in these General and Supplemental Conditions. All concrete work shall be completed to the satisfaction of the Engineer prior to placement of pavement. Sidewalk, curb ramps, valley gutter, ditches, curb and gutter shall meet requirements indicated in Marin County Uniform Construction Standard (UCS) Plans, as modified in the plans, and approved by the Engineer. Concrete retaining wall shall be in accordance with the design plans.

Modified Curb and Gutter shall conform to UCS #105 – Type A and modified as indicated in the plans to match the existing gutter width conditions.

Mix Design

Prior to commencing work, the Contractor shall submit source and mix design for concrete conforming to the requirements of Section 73-1.02 of the Standard Specifications. Lampblack shall be added to the concrete mix in the amount not less than one pound or more than two pounds of best quality lampblack to each cubic yard of concrete.

For bid alternative #1 North St (400 3rd St to Josephine St), bid alternative #3 Turney St (at 501 Turney St), and bid alternative #5 Atwood Ave Intersection, the concrete roadway

pavement mix design shall be a high early strength design. The strength of concrete in place shall be 4,000 psi at 24 hours.

For concrete paving subjected to vehicular traffic (not including bid alternatives 1, 3, and 5 as indicated above), strength of concrete in place shall be 4,000 psi at 28 days. For concrete not subject to vehicular traffic,), strength of concrete in place shall be 3,000 psi at 28 days. No admixtures shall be used without approval of the Engineer.

Maximum slump of fresh concrete permitted in these items shall be 4 inches. Slump shall be determined by either ASTM C-143 or California Test Method No. 520 at the Engineer's discretion.

Dowels

Where noted or called for on the Plans or detail drawings, shall be smooth billet-steel bars conforming to the requirements of ASTM Designation A615 for Grade 40 bars.

Truncated Domes

Truncated Domes shall be approved by the Engineer and meet requirements listed in the Part 2 of Title 24 of the California Code of Regulations Chapter 11B-705. Truncated Domes shall be yellow or as approved by the Engineer.

Layout of Improvements

The Plans provide the general location and description of the work to be performed. The Contractor shall review field conditions and layout the improvements consistent with the applicable County standard drawings. The Contractor shall furnish sufficient measuring equipment to verify that grades are compliant with accessible standards. The Contractor shall discuss the proposed improvements with the Engineer and when approved, begin rough grading.

Subgrade and Base Preparation

After removal of the existing concrete, the Contractor shall excavate and prepare the subgrade as which shall include scarification to 90% and placement of aggregate base to 95% relative compaction. The Contractor shall use extreme caution when excavating near tree roots and shall notify the City arborist if roots greater than 1-inch are encountered.

The Contractor shall take extra caution in areas where there is existing utilities under the existing sidewalk at the new curb ramp locations. The Contractor shall repair any damaged utilities at no additional cost to the project.

Concrete Placement

All new concrete curb & gutter shall be doweled and epoxied into the existing concrete using #4 rebar at 20" O.C. (minimum of 2).

The Contractor shall install formwork and receive approval from the Engineer prior to ordering concrete. The Contractor shall have sufficient personnel on site to manage the placement of the concrete.

Immediately after the surface of the concrete is finished, application of curing compound shall be made in accordance with Section 90-7.01B, "Curing Compound Method," of the Standard Specifications. The quality and quantity to be used shall be approved by the Engineer. The liquid compound shall contain a coloring matter which does not permanently alter the natural

color of the concrete, but which will color sufficiently at the time of application to indicate readily the areas covered.

Time

The Contractor shall replace removed concrete with the final improvements within five (5) calendar days.

Surface Restoration

The Contractor shall grade the adjacent areas to conform to the existing conditions. This may include placing topsoil. Topsoil shall be procured and imported from a local supplier. The Contractor shall restore private property improvements. For conform grading within the public right of way, the Contractor shall place mulch once grading is complete.

Temporary Pavement

Contractor shall install temporary pavement at new curb ramp locations to transition to existing pavement. Contractor shall remove temporary ramps prior to roadway rehabilitations as indicated in plans.

Joints and Finish

Joints shall be in accordance with Marin County Uniform Construction Standard Drawing and as modified in the plans.

Testing

Slump tests shall be performed by the General Contractor in the presence of the Engineer at the beginning of each day's pour and at such additional times as required by the City. Slump tests shall be made in accordance with current ASTM Designation C-143 or California Test Method No. 520 at the Engineer's discretion.

The Contractor shall hire an accredited materials testing laboratory to perform Quality Control tasks, including slump tests and compressive strength (per ASTM C39/C39M) tests. The Contractor shall sample and test three (3) cylinders at each of the following locations, or as directed by the Engineer:

- North St and Fourth St Intersection
- North St and Atwood Ave Intersection Alternative #3

MEASUREMENT AND PAYMENT

The contract price paid per square foot for "Concrete Roadway (Reinforced)" (Bid Item 20), "Concrete Flatwork (Sidewalk and Curb Ramp)" (Bid Item 19), "Concrete Ditch (UCS #290)" (Bid Item 21), and "Concrete Valley Gutter (UCS #110)" (Bid Item 22) shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work complete in place, concrete removal, excavation, scarification, placement of aggregate base, truncated domes, forming, concrete placement, disposal, inspections, testing, and minor restoration as shown on the Plans, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer.

The contract price paid per linear foot for "Concrete Curb and Gutter (UCS #105 – Type "A")" (Bid Item 23), "Modified Concrete Curb and Gutter -24" Wide (UCS #105 – Type "A")" (Bid Item 24), "Concrete Curb (UCS #105 – Type "E")" (Bid Item 25), and "Concrete Retaining

Wall" (Bid Item 26) shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work complete in place, excavation, scarification, placement of aggregate base, forming, and concrete placement, as shown on the Plans, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer.

10.25 UTILITY WORK

Utility companies reserve the right to perform the work using their own forces after the contract is awarded. **Contractor must notify the utility agencies prior to start of construction for any coordination effort and to determine if the utility owners will perform the work using their own forces. Advise the City of the utility owner's response prior to the start of construction.** If the owners chose to use their own forces, then prior to placing of asphalt concrete, notify utility agencies a minimum of five (5) working days in advance of paving operations so that the affected agencies can be prepared to reference out, remove and reset covers to grade following paving.

All manhole and other utility covers encountered in the area of HMA must be carefully referenced out using spray chalk or similar non-permanent marking media prior to disturbance by the Contractor. Notify the Engineer that the referencing is complete at least 2 days prior to work that may disturb the utility covers. Using the reference markings, the locations of the covers must be painted on the pavement surface immediately after paving to assure they can be found in an emergency.

Covers must be adjusted so that there will not be any perceptible difference in elevation between the finished pavement surface and the cover. The Engineer shall be the sole judge of the acceptable degree of smoothness of passage of a motor vehicle over adjusted covers.

Portland cement concrete used for adjusting covers must be Class B, 5 sack minor concrete conforming to the provisions in State Standard Specification Section 51, "Concrete Structures," and must be 1-inch maximum grading specified in Section 90-1.02C(4)(d), "Combined Aggregate Grading" of the specifications.

Mortar used in resetting manhole covers must conform to the requirements of the specifications, including Section 51.

Precast concrete elements must conform to the requirements of the specifications, including Section 70-4. Salvaged materials which are undamaged may be reinstalled as directed by the Engineer. Structures built of cast-in-place or precast concrete and brick or vitrified clay pipe parts must be replaced in kind, unless otherwise permitted by the owners of the facilities.

Dirt, rocks or debris shall not be permitted to enter sewer or storm drain lines. When manhole adjustment involves excavation or concrete removal, a temporary cover must be placed to prevent entry of material into the manhole and sewer pipe.

During sealing or paving operations, all surface structures must be protected, and no adhesive material shall be permitted to fill the joint between the frame and cover.

Cooperate with utility companies working within and around the project area. In the event a utility company elects to have you perform the work by written confirmation, you will be

responsible for adjusting the covers. You must perform the work according to said utility company's standards.

If work by others causes a delay in your operation, you will be granted a time extension but shall not be entitled to a Delay per Section 8-1.07 of the State Standard Specifications due to the progress or operations of others.

ADJUST STORM DRAIN MANHOLES

Storm Drain Manholes must be adjusted to grade as shown on the plans, in the Marin Uniform Construction Standards and as directed by the Engineer.

ADJUST WATER VALVE & METER BOXES

Water valve covers and meter boxes shall be adjusted to grade per the MMWD standards, as shown on the plans, and as directed by the Engineer.

ADJUST SANITARY SEWER MANHOLES

Sanitary Sewer Manholes must be adjusted to grade per the area sanitary sewer district Standard Specifications and Drawings, as shown on the plans, and as directed by the Engineer.

ADJUST SANITARY SEWER CLEANOUT

Sanitary Sewer Cleanouts must be adjusted to grade per the area sanitary sewer district Standard Specifications and Drawings, as shown on the plans, and as directed by the Engineer.

ADJUST GAS VALVE

Gas valve covers must be adjusted to grade per Pacific Gas and Electric Standards, as shown on the plans, and as directed by the Engineer.

MEASUREMENT & PAYMENT (BID ITEMS 38, 39, 40, 41, 42, 43, 44, 45, 46, 47)

Water District cathodic protection testing station shall be measured by each (EA) and paid for as Adjust Water Valve (Bid Item 38). Water District valves shall be measured by each (EA) and paid for as Adjust Water Valve (Bid Item 38). Water District meter boxes shall be measured by each (EA) and paid for as Adjust Water Meter (Bid Item 39).

Sewer cleanouts shall be measured by each (EA) and paid for as Adjust Sanitary Sewer Cleanout (Bid Item 40). Sewer manholes shall be measured by each (EA) and paid for as Adjust Sanitary Sewer Manhole (Bid Item 41).

PG&E gas valve boxes shall be measured by each (EA) and paid as Adjust Gas Valve (Revocable Item) (Bid Item 42)

Comcast pull boxes shall be measured by each (EA) and paid as Adjust CATV Pull Box (Revocable Item) (Bid Item 43).

AT&T utility vaults shall be measured by each (EA) and paid as Adjust Telephone Vault (Revocable Item) (Bid Item 44).

City light boxes shall be measured by each (EA) and paid as Adjust Lighting Box (Bid Item 45).

PG&E electrical vaults shall be measured by each (EA) and paid as Adjust Electrical Vault (Revocable Item) (Bid Item 46).

Storm drain manholes shall be measured by each (EA) and paid for as Adjust Storm Drain Manhole (Bid Item 47).

Water (MMWD), gas (PG&E), electrical (PG&E), and telecommunication (AT&T and Comcast) measurement and payment items are revocable items. Bid items noted as "revocable items" may be deleted entirely or in part from the Work at the option of the City. The provisions of Section 9-1.06B, "Increases of More Than 25 Percent", and Section 9-1.06C, "Decreases of More Than 25 Percent", of the Standard Specifications shall not apply to such omission, and no compensation will be allowed the Contractor by reason of such omission.

The contract unit price paid per each (EA) for "Adjust Water Valve", "Adjust Water Meter", "Adjust Sanitary Sewer Cleanout", "Adjust Sanitary Sewer Manhole", "Adjust Gas Valve", "Adjust CATV Pull Box", "Adjust Telephone Vault", "Adjust Lighting Box", "Adjust Electrical Vault", and "Adjust Storm Drain Manhole" includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in lowering and raising frames and covers to grade, complete in place, including referencing, concrete and 3/8" HMA and appurtenances as shown on the plans, as specified in specifications, and as directed by the Engineer, as required by the utility owner, and no additional compensation will be made therefor.

10.26 HMA DIKE (Type "A") (BID ITEM 15)

Remove & Replace HMA Dike - Type "A" shall be as specified at the location shown on the plans or as marked in the field by the Engineer. All HMA Dike shall comply with A87B and be positioned to match the existing condition or as approved by the Engineer.

AC Dike - Type "A" shall be 1/4 inch maximum gradation asphalt concrete mix. The contractor shall reference out the location of the existing AC dike prior to removal.

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

HMA mix shall be Syar or equal. Content shall be 7% and air voids shall be 4%, by volume. Stability shall be 30 minimum. Aggregate gradations and various properties shall comply with the following table:

Material Identification			Bin 2	Bin 1	MF		Combined Grading	Operating Range	
Bin %			15%	83%	2%		100%	Lower	Upper
Sieve	Percent Passing by Weight								
1/2"			100	100	100		100	100	100
3/8"			100	100	100		100	94	100
No. 4			41	99	100		90	83	97
No. 8			5	81	100		70	64	76
No. 16			1	55	100		48		
No. 30			0	40	100		35	30	40
No. 50			0	28	100		25		
No. 100			0	10	86		10		
No. 200			0.2	6.1	72.5		6.5	4.5	8.5

Properties at the Recommended AC Content									
AC, %	Compacted Unit Wt.		Max. Density		Air Voids, %	VMA, %	VFA, %	Dust Proportion	Stability
	gm/cc ³	lb/ft ³	gm/cc ³	lb/ft ³					
7.0	2.368	147.9	2.466	154.0	4.0	16.7	76.3	1.2	31
Limits	--	--	--	--	2 - 6	15 Min.	73 - 76	0.9 - 2.0	30 Min.

MEASUREMENT

Install **AC Dike - Type "A"** shall be measured by linear feet (LF).

PAYMENT

Payment for **HMA Dike – (Caltrans Std A78B, Type "A")** (Bid Item 15) shall be paid by linear foot and shall include furnishing all labor, tack oil, materials and equipment necessary to complete the work as shown on the plans and specified herein.

10.27 STORM DRAIN PIPE (BID ITEMS 33 & 34 Alternate #3)

Storm drain pipe installation shall be in accordance with Section 64 of the Standard Specifications, Marin County Uniform Construction Standard Plans #330, #340, #350 and these Special Provisions.

Sub-drainage / French drain shall be as shown in the Plans, as noted in Section 68 of the Standard Specifications, and these Special Provisions. All perforated pipe shall be polyvinyl chloride (PVC) conforming to ASTM D D2241, SDR 21 with bell and spigot joints. Perforations shall be 2 rows of 1/2" holes on 5" centers, 120° apart. Backfill material shall conform to Class II permeable as defined in Section 68.

Storm drain pipe 12" in diameter shall conform to ASTM F2619/F2619M for High-Density Polyethylene (HDPE) gravity storm drain pipes and fittings.

Storm drain pipe 4" in diameter shall Polyvinyl chloride (PVC), ASTM D1785, Schedule 80,

Type 1, Grade 1.

Compaction of bedding, haunching, and initial backfill shall extend to the trench wall. Adequate and uniform support shall be provided under the pipe to avoid differential settlement and suitable excavation shall be made to receive the bell end of the pipe. All adjustment to line and grade shall be made by scraping away or filling in with sand, gravel, or granular material under the body of the pipe, and not by wedging or blocking.

The Contractor shall be responsible for all clearing and grubbing required to accommodate construction operations, but not be limited to, the removal from the area of work all weeds, debris, vegetation, and all other items conflicting with the work as shown on the Plans, as necessary, or as directed by the Engineer.

Pipe deflection shall be in accordance with the manufacturer's recommendations.

Relative compaction of not less than 95 percent shall be obtained in all trenches within the paved portion of the right-of-way for a minimum depth of 2.5 feet below finished grade.

Connection of piping into existing storm drainage structures shall be completed with minimal damage to the existing structures. The opening made in the unit shall be the minimum size necessary to insert the required drainage piping. The gap between the new pipe and the existing structures shall be filled with grout. The grout shall be formed inside the structure to create a smooth transition between the pipe and the structure.

MEASUREMENT AND PAYMENT

The contract lump sum paid for "Storm Drain Pipe" of the various sizes (Bid Items 33 & 34) shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work complete in place, including excavation, bedding, permeable backfill, dewatering, and minor restoration as shown on the Plans, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer.

The contract price paid for linear foot for "French Drain" (Alternative #3) shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work complete in place, including excavation, bedding, backfill, dewatering, and minor restoration as shown on the Plans, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer.

10.28 STORM DRAIN STRUCTURES (Bid Items 35 and 36)

Storm drain inlets shall be constructed in accordance with Marin County Uniform Construction Standard Drawing #160. Sidewalk Underdrain shall be constructed in accordance with Marin County Uniform Construction Standard (UCS) #145. All pipe materials, related appurtenances, pipe bedding, and trench backfill shall conform to the requirements of the American Society for Testing and Materials (ASTM) Standard Specifications, UCS #330, and these Special Provisions.

Sidewalk underdrain shall include 2 each, 3-inch diameter cast iron or ductile iron pipe.

Storm drain inlets shall meet the requirements of Caltrans Specifications Section 51, "Concrete Structures".

The assembly of all fittings and inlet connections shall be in accordance with the manufacturer's specifications and shall be approved by the Engineer.

MEASUREMENT AND PAYMENT

The contract unit price paid for each Sidewalk Underdrain (UCS #145) (Bid Item 35) and "Drainage Inlet (UCS #260)" (Bid Item 36) shall include full compensation for furnishing all labor, materials, tools, equipment, grate, and incidentals and for doing all the work complete in place, including excavation, bedding, backfill, dewatering, connections, and minor restoration as shown on the Plans, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer.

10.29 ROADSIDE SIGNS (Bid Items 67 and 68)

Roadside signs shall be placed in the locations shown on the Plans or where directed by the Engineer, and shall conform to these Special Provisions. This work includes the following:

- Relocate existing Roadside sign and post with new foundation per UCS #310
- Installing new Roadside sign per UCS #310

MEASUREMENT AND PAYMENT

The contract unit price paid for each "New Roadside Sign" (Bid Item 67) shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work complete in place, including installation of new foundation, as shown on the Plans, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer.

The contract unit price paid for each "Relocate Roadside Sign" (Bid Item 68) shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work complete in place, including removal and salvaging existing signs, installation of new foundation, as shown on the Plans, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer.

10.30 TRAFFIC STRIPING, PAVEMENT MARKINGS, RED CURB PAINT & REFLECTIVE MARKERS (BID ITEMS 48-66)

Thermoplastic traffic stripes (traffic lines) and pavement markings shall be applied in conformance with the provisions in Section 84, "Traffic Stripes and Pavement Markings," of the Standard Specifications and these General and Supplemental Conditions.

Specification for Decorative Crosswalk Art for locations on B Street as indicated in the plans, as directed by the Engineer, and specified herein.

Thermoplastic material shall be free of lead and chromium and shall conform to the requirements in State Specification PTH-02ALKYD.

Retroreflectivity of the thermoplastic traffic stripes and pavement markings shall conform to the requirements in ASTM Designation: D 6359-99. White thermoplastic traffic stripes and pavement markings shall have a minimum initial retroreflectivity of 250 mcd m⁻² lx⁻¹. Yellow

thermoplastic traffic stripes and pavement markings shall have a minimum initial retroreflectivity of $150 \text{ mcd m}^{-2} \text{ lx}^{-1}$.

Where striping joins existing striping, as shown on the plans, the Contractor shall begin and end the transition from the existing striping pattern into or from the new striping pattern a sufficient distance to ensure continuity of the striping pattern.

Thermoplastic material for traffic stripes shall be applied at a minimum rate of 0.20 lb/ft. The minimum application rate is based on a solid stripe of 4 inches in width.

Thermoplastic traffic stripes and pavement markings shall be free of runs, bubbles, craters, drag marks, stretch marks, and debris.

At the option of the Contractor, permanent traffic striping and pavement marking tape conforming to the provisions in "Prequalified and Tested Signing and Delineation Materials" of these General and Supplemental Conditions may be placed instead of the thermoplastic traffic stripes and pavement markings specified herein. Permanent tape, if used, shall be installed in conformance with the manufacturer's specifications.

If permanent tape is placed instead of thermoplastic traffic stripes and pavement markings, the tape will be measured and paid for by the linear foot as thermoplastic traffic stripe and by the square foot as thermoplastic pavement marking.

All limit lines, shoulder stripes, crosswalks, and legends shall be thermoplastic unless otherwise indicated on the plans or directed by the Engineer.

Thermoplastic traffic stripes and pavement markings shall conform to the provisions of Section 84-2, "Thermoplastic Traffic Stripes and Pavement Markings", of the Standard Specifications and these General and Supplemental Conditions.

The State Specifications No. for glass beads in Section 84-2.02, "Materials" of the Standard Specifications is amended to read "8010-21C-22 (Type I).

Thermoplastic material shall conform to the requirements of State Specifications No. 8010-21C-19. Thermoplastic material for traffic stripes shall be applied at a minimum thickness of 0.070 inch.

The crosswalk striping shall be continental as follows:

- Each line shall be no less than 24 inches in width and spaced at 36 inches.
- The crosswalk shall be no less than 10 feet wide.
- The crosswalk shall start 12 inches from the gutter.

Limit line striping shall be no less than 12 inches in width.

The center line markers are yellow ceramic reflectors.

Crosswalk Art paint shall be Acrylic Color Coating System (The ColorPave HD 500 System) by Sealmaster. City Engineer shall provide design and colors. Contractor shall submit manufacturer's product submittals, including color samples of color coating.

Delineator shall be k71 flexible traffic post (yellow).

SURFACE PREPARATION

- Protection of In-Place Conditions: Protect adjacent surfaces and landscaping from contact with Acrylic Color Coating System for Asphalt.
- Prepare surfaces in accordance with manufacturer's instructions.
- Cure new asphalt surfaces a minimum of 14 to 30 days before application of Acrylic Color Coating System for Asphalt.
- Remove dirt, dust, debris, oil, grease, vegetation, loose materials, and other surface contaminants which could adversely affect application of Acrylic Color Coating System. Pressure wash entire area and allow to dry, prior to application.
- Repair cracks and surface defects in accordance with manufacturer's instructions before application of filler course and color coating.
- Ensure surface repairs are flush and smooth to adjoining surfaces.

APPLICATION

- Apply Acrylic Color Coating System for Asphalt in accordance with manufacturer's instructions at locations indicated on the Drawings.
- Mix materials in accordance with manufacturer's instructions.
- Acrylic Color Coating: Apply a minimum of 2 coats of acrylic color coating to prepared surfaces in accordance with manufacturer's instructions (A spray unit, identical to the SealMaster Texture Spray Unit E1702, is recommended for application). A $\frac{3}{4}$ " nap roller can also be used for application.
- Allow material drying times in accordance with manufacturer's instructions before applying other materials or opening completed surface to foot or vehicle traffic.

LINE MARKINGS

- Lay out markings in accordance with architect drawings.
- Apply to a minimum thickness of 30 mils of line paint in accordance with manufacturer's instructions.

PROTECTION

- Allow a minimum of 24 hours curing time before opening newly coated surface to traffic.
- Protect applied Acrylic Color Coating System for Asphalt to ensure that, except for normal weathering, coating system will be without damage or deterioration at time of Substantial Completion.

REFLECTIVE PAVEMENT MARKERS

Reflective Pavement Markers shall conform to the provisions of Section 85, "Pavement Markers," of the Standard Specifications.

Markers shall be furnished and installed with painted traffic stripes in conformance with applicable Standard Plan Details.

Blue reflective pavement markers, marking fire hydrant locations, shall be furnished and installed in conformance with Fire Protection District requirements.

Pavement Markers placed with traffic striping, shall not be installed unless the temporary layout or line is established or approved by the Engineer. Work necessary to establish satisfactory lines for markers shall be performed by the Contractor, including corrections

thereof.

Traffic Striping Detail 9, 21, 22 27B, 38A, 39, 39A, 40, Limit Line / STOP BAR (12-inch - White), Continental Stripe (12-inch Yellow), Continental Stripe (24-inch White), Basic Crosswalk (12-inch White), 4" Stripe, and Red Curb Paint shall be measured by the linear foot (LF) from beginning station to end station (regardless of the number of stripes, pattern or markers included in the detail) of the line type detail complete in place as two coats.

Pavement Markings, including ladder crosswalks, lettering, arrows, and yield symbol, shall be measured by the square foot (SF) complete in place as two coats.

Bike Lane Symbol with Arrow (Figure 9E-1 MUTCD) and Green Thermoplastic shall be measured by each complete in place.

Pavement Markers, Fire Hydrant (Blue) shall be measured by lump sum (LS).

MEASUREMENT AND PAYMENT

The contract price paid per linear foot for "Pavement Striping" (Bid Items 48 thru 51 and 53 thru 61) of the various types and Red Curb Paint (Bid Item 62) and price paid per square foot for "Ladder Stripe (24-inch White) (Bid Item 52) "Pavement Markings" (Bid Item 64) of the various types and the contract price paid for each "Bike Lane Symbol w/Arrow and Green Thermo" (Bid Item 63) and the lump sum price paid for "Pavement Markers, Fire Hyd (Blue)" (Bid Item 65) shall be considered full compensation for furnishing all labor, materials and equipment necessary to complete the work as shown on the Plans and specified herein.

The contract unit price paid per each "Delineator (K71)" (Bid Item 66) 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 posts as shown in the Plans, as specified in the Standard Specifications and these Specifications, and as directed by the Engineer.

10.31 VEHICLE DETECTOR LOOPS (Bid Item 11)

The Contractor shall coordinate with City staff and City's traffic loop contractor for all work that will disrupt existing traffic controls / signal lighting. Prior to cutting or damaging the vehicle detector loops at signalized intersections, the Contractor shall install the video detection cameras to replace the loops. The Contractor shall be responsible for coordination with the City's traffic signal maintenance contractor and or City's Transportation Division. Provide seven (7) day advance notification prior to damaging detector loops, and another seven (7) day advance notice for the replacement of detector loops with video detection camera.

MEASUREMENT AND PAYMENT

The price paid per each "Replace Traffic Signal Loop Detector" (Bid Item 11) shall be considered full compensation for furnishing all labor, materials and equipment necessary to complete the work, including providing temporary video detection, as shown on the Plans and specified herein.

10.32 NEW WHEEL STOP (Bid Item 30)

New Wheel Stop shall be 4' long precast concrete Model 48755WS (Oldcastle) or approved equal.

Wheel stop locations shall be set as indicated in plan or approved by the Engineer. Use pre-drilled the pre-drilled holes in the wheel stop as a guide, mark the locations for drilling into the pavement. Use a hammer drill with a 1/2" or 3/4" masonry bit (depending on dowel size) to drill anchor holes approximately 6" to 8" deep. Blow out or vacuum the drilled holes to remove dust and debris for better dowel or adhesive bonding. Insert galvanized steel rebar dowels (typically 1/2" diameter x 12–14" long) through the holes in the wheel stop into the drilled pavement holes. Use epoxy or anchoring adhesive, inject it into the holes before inserting the dowels. Tap the wheel stop and dowels down with a mallet to ensure tight contact with the pavement. Let any adhesive cure per the manufacturer's recommendations before use (usually 12–24 hours).

MEASUREMENT AND PAYMENT

The contract price paid per each "New Wheel Stop" (Bid Item 30) shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in placing and anchoring wheel stops, complete in place, as shown on the Plans, as specified in the Standard Specifications and these Specifications, and as directed by the Engineer

10.33 LANDSCAPE – DECOMPOSED GRANITE (BID ITEM 31)

Decomposite granite shall be 3/8" diameter decomposed granite, no fines, color: Gold. Tuscany Gold Pathway Rock as available from American Soil and Stone, 510.292.3000 or approved equivalent.

Stabilizer binder shall be TechniSoil G3 or approved equal. Install per manufacturer's recommendations.

Upon excavation to subgrade depth in locations to receive new decomposed granite, the soil shall be scarified to a minimum depth of 6 inches, moisture conditioned to within 2 to 5 percentage points above optimum moisture content, and compacted to a minimum relative compaction of 90 percent relative compaction to the maximum dry density as determined in the laboratory according to ASTM D1557.

Install stabilizer binder per manufacturer's recommendation. Compact decomposed granite to a minimum relative compaction of 95 percent relative compaction to the maximum dry density as determined in the laboratory according to ASTM D1557.

MEASUREMENT AND PAYMENT

The contract price paid per ton of "Landscape – Decomposed Granite" (Bid Item 31) shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in placing decomposed granite, complete in place, as shown on the Plans, as specified in the Standard Specifications and these Specifications, and as directed by the Engineer.

10.34 LANDSCAPE MULCH (BID ITEM 32)

Organic Mulch: Mulch shall be well composted and free from deleterious materials, debris, and weed seed. Suitable as a top dressing of trees, shrubs and groundcovers, consisting of following:

Type: Shredded recycled wood products consisting of 100% recycled, hand sorted, chipped and screened urban lumber. Color stained to dark brown using UV resistant organic mineral. Mulch shall be graded to average dimensions of one-half inches (1/2") to two inches (2") in length, and flat in cross section.

Coverage depth shall be a minimum of four inches (4"), or as indicated on the Contract Drawings.

Acceptable Products & Manufacturers: Dark Brown Decorative Mulch, American Soils Products, Richmond, CA, or equal.

MEASUREMENT AND PAYMENTThe contract price paid per cubic yard for "Landscape Mulch" (Bid Item 32) shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in placing mulch, complete in place, as shown on the Plans, as specified in the Standard Specifications and these Specifications, and as directed by the Engineer.

10.35 WOOD RETAINING WALL (BID ITEM 27)

Specifications for providing Wood retaining wall in accordance with Marin County Uniform Construction Standard Plan #160 as indicated in the design plans.

Overhead utilities including wires, poles and guys are not necessarily shown on the Plans and shall be determined from the Contractor's visit to the site. It shall be the responsibility of the Contractor to determine the exact location of all utilities and service connections thereto ahead of any excavations. Vertical clearances of PG&E power lines are listed in Greenbook Electric & Gas Service Requirements.

Contractor shall provide submittal for each Respective manufacturer's product data for manufactured products.

MEASUREMENT AND PAYMENT

The contract price paid per linear foot for "Wood Retaining Wall (UCS #160, Type C)" (Bid Item 27) shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in installing wood retaining wall, including earthwork as necessary for wall installation, complete in place, as shown on the Plans, as specified in the Standard Specifications and these Specifications, and as directed by the Engineer.

10.36 SANITARY SEWER FACILITIES (ALTERNATIVES #1 AND #2)

Specifications for furnishing, installing, and testing sanitary sewer pipe as indicated.

Contractor shall provide submittal for the Respective manufacturer's product data for manufactured products.

- **POLYVINYL CHLORIDE PVC C-900 (RUBBER RING JOINTS) - OPEN TRENCH CONSTRUCTION.** This specification designates general requirements for unplasticized polyvinyl chloride (PVC) Plastic Pipe with integral wall bell-and-spigot joints. All PVC pipe shall be white or green. PVC Pipe and Fittings shall conform to all the requirements of AWWA C-900 for pipe with a DR = 18. All pipe, fittings, and accessories shall be of the same manufacture in order that bell-and-spigot configurations will be identical. Pipe shall be made up with rubber ring joints to provide for expansion and contraction. The bell shall consist of an integral wall section stiffened with two PVC retainer rings which securely lock the solid cross section rubber ring into position. Methods of installation shall be in strict conformance with the recommendations of the manufacturer. The rubber ring gaskets shall consist of synthetic rubber compounds meeting the requirements of ASTM F-477. All fittings for C-900 pipe shall be one piece and shall meet the requirements of ASTM D-1784. Fittings shall conform to requirements of DR 18. Bells shall be gasketed joint conforming to ASTM D-3139 with gaskets conforming to ASTM F-477.
- **POLYETHYLENE PIPE AND FITTINGS (HDPE PIPE) - PIPE BURSTING.** Polyethylene pipe and fittings shall be Type III Category 5, Grade P34, with a DR=17. Joint type shall be butt-fusion welded, de-beaded, and accepted by the Engineer prior to pipe installation. The polyethylene resin shall contain 2% carbon black antioxidant, well dispersed, and be stabilized against ultraviolet degradation to provide protection during processing and subsequent weather exposure. The interior of the pipe shall be gray. All pipe fittings and specials shall be furnished by the same pipe manufacturer. Pipe shall be homogeneous throughout and be free of visible cracks, holes, foreign material, blisters, or other deleterious faults. The supplier shall provide polyethylene pipe with a permanently imprinted manufacturer's brand name, pipe size, and other identification for tracing pipe quality to raw material source. The HDPE pipe shall also be identified with a green stripe.
- **PLASTIC METALLIC TAPE.** Directly above the pipeline as shown on the plans, the Contractor shall install a continuous twelve (12) inch wide green plastic/metallic tape. Plastic tape to assist in easy location of the pipeline shall be Detectable tape as manufactured by Allen Systems, Inc, 108 East Wesley, Wheaton, IL, 60187, or Terra Tape as manufactured by Griffolyer Company, Div of Reef Industries, Inc, P O Box 33248, Houston, TX 77033, or approved equal. Legend printed on the tape shall be "CAUTION: SEWER MAIN BELOW"
- **LOCATOR WIRE.** The locator wire shall be Copperhead No. 12 AWG-Solid HS-CCS tracer wire, 30 mil HDPE, 30 volt as manufactured by Copperhead Industries, LLC or equal. Locator wire shall be terminated in manholes or in a precast concrete traffic box with a cast iron traffic lid. The continuity of the locator wire shall be tested prior to final paving. All wire connections shall be made with copper crimps wrapped with electrical tape.
- **ADJUSTABLE REPAIR COUPLINGS.** For connections of dissimilar side sewer lateral pipe materials, utilize Fernco, 5000 Series RC coupling with Type 316 Stainless Steel hardware or approved equal.

OPEN TRENCH CONSTRUCTION

The Contractor is specifically cautioned as to the possibility of empty pipeline floating due to flooding of the excavation by groundwater, rainwater, or backfill consolidation. For this reason, "jetting" for backfill consolidation will not be allowed for plastic pipe materials. Should any pipe sections be floated by water in the excavation, that reach of pipeline shall

be removed, and damaged pipe repaired, the area re-excavated, de-watered, and the pipe reinstalled at the Contractor's expense.

Pipe shall be loaded, off-loaded, and otherwise handled in accordance with AWWA M23 and the manufacturer's recommendations.

The interior of pipes shall be kept free from dirt and debris as the pipe laying progresses. Open ends shall be plugged watertight when work is stopped, or for any other reason work is left unattended. All openings in the pipeline shall be kept covered or always plugged. Care shall be taken to prevent excavation water from entering the pipeline during all stages of construction.

All pipes shall be laid and maintained to lines and grades shown on the plans. The cover shall be measured from the established street grade or the surface of the permanent improvement of the top of the pipe barrel. No deviation shall be made from the required line or grade except with written consent of the Engineer.

The installation of PVC pipe shall conform to ASTM D2321 and these Special Provisions. Pipe bedding, trench backfill, and relative compaction shall be in accordance with the Contract Plans and these Technical Provisions

Contractor shall protect pipe from damage during handling and installation per the manufacturer's recommendations. Pipe damaged because of impact shocks, free fall, or other event must be inspected and approved by the Engineer prior to installation. The Engineer may reject the entire piece of pipe or require the damaged portion to be removed and discarded.

Pipe shall be laid up-grade with the socket or collar ends of the pipe up-grade unless otherwise authorized by the Engineer. Pipe shall be laid to Plan line and grade, with uniform bearing under the full length of the barrel of the pipe. Suitable excavation shall be made to receive the socket or collar, which shall not bear upon the subgrade or bedding. Any pipe which is not in true alignment or shows any undue settlement after laying shall be taken up and re-installed at the Contractor's expense.

Before joining bell and spigot PVC pipe, the plain end of the pipe shall be beveled to avoid damage to the rubber ring/gasket as the pipe is pushed home. The bell socket and the plain end of the entering pipe shall be clean and free of foreign material prior to the seating of the rubber ring. The ring groove shall be cleaned prior to inserting a clean rubber ring. The ring shall be seated evenly all around and be free from twists. The rubber rings should NOT be lubricated. The spigot end of the pipe shall be lubricated with lubricant recommended by the pipe manufacturer. No other lubricant shall be used.

Whenever the work ceases for any reason, the end of the pipe shall be securely closed with a tight-fitting plug or cover.

Whenever existing pipes are to be cut or abandoned, the open ends of said pipes shall be securely closed by a tight-fitting plug or wall of concrete not less than 0.5-foot thick, or by a tight brick wall 0.67-foot thick with cement mortar joints.

Stoppers for pipes and branches left unconnected shall be made of the same material as the pipe or of resilient joint material (Flexible compression joints in clay pipe and resilient joint materials to be used therein shall conform to the requirements of ASTM Designation: C-425). After placing the stopper, it shall be covered with a layer of sealant. The sealant shall be sufficiently fluid to insure free flow around the stopper.

Pipe will be inspected in the field before and after laying. If any cause for rejection is discovered in a pipe after it has been laid, it shall be rejected, at the sole discretion of the Engineer. Any corrective work shall be approved by the Engineer and shall be at no cost to the City.

When connections are to be made to any existing pipe, conduit, or other appurtenances, the actual elevation or position of which cannot be determined without excavation, the Contractor shall excavate for, and expose, the existing improvement before laying any pipe or conduit. The Engineer shall be given the opportunity to inspect the existing pipe or conduit before connection is made. Any adjustments in line or grade, which may be necessary to accomplish the intent of the Plans, will be made at no extra cost to the city.

All junctions connecting any pipe or fitting to a PVC sanitary sewer main shall be made with a "Wye" fitting. "Tee" connections or "Taps" will not be permitted on any new pipe.

Trench Tape Installation:

Install trench tape along the line of pipe approximately one (1) foot above and along the center line of the pipe. Where the tape is not continuous, the tape ends at the discontinuity shall be overlapped a minimum of twelve (12) inches.

PIPE BURSTING CONSTRUCTION

The trenchless pipe replacement process shall utilize High Density Polyethylene Pipe as the carrier pipe. When shown on the plans sewer mains shall be pipeburst using a method that will not cause undue vibration or impact in the ground around the pipe or damage adjacent utilities.

Insertion/Receiving Pits: Insertion/receiving pits shall be prepared and backfilled in accordance with Trench Section Detail indicated in the Contract plans or as approved by the Engineer. All pits shall be adequately shored and braced, to insure safe work areas.

The locations for the insertion/receiving pits are to be determined by the Contractor and approved by the Engineer. In considering locations for insertion/receiving pits, the Contractor shall consider the size of the existing sewer and new pipe, locations of obstructions and services, locations of manholes, pulling distances, traffic conditions, and locations of utilities. Insertion pits shall have a maximum slope of 2.5:1 entry slope and shall be shaped to permit as long a radius in the new pipe as feasible. This radius shall not be less than 35 times the outside diameter at pipe. If existing manholes are destroyed or damaged while constructing the insertion/receiving pits, they shall be reconstructed and/or repaired at no cost to the District.

The Contractor shall backfill all points where the new pipe has been exposed, such as insertion pits, outside of manholes, lateral connections, critical utility crossings, etc. The backfill material shall be Class 2 aggregate base rock compacted according to the surface restoration or as approved by the Engineer.

The Contractor shall excavate to provide air gaps at utility crossings for existing utilities with less than 2'-0" clearance to the outside diameter of the new sewer pipe. All loose soil shall be removed from the excavation prior to backfilling.

The Contractor shall physically disconnect all laterals from the existing main prior to pipe bursting, as shown in the Contract Plans.

The pipe will be installed in a manner so the pipe curve radius is never less than the pipe manufacturer's recommended minimum bending radius.

The Contractor shall install the pipe by utilizing static bursting or cone cracking methods. The use of hydraulic or pneumatic bursting devices shall be approved by the Engineer. The void created by the bursting device shall be sufficient in size to accommodate the pipe which shall be installed immediately after the void has been formed.

Where pipe is installed by pulling in tension, the recommended Safe Pulling Force, according to the pipe supplier, shall not be exceeded.

Pipe bursting through a manhole shall not be allowed unless approved by the Engineer. Manhole inverts and bottoms shall be removed to permit access for installation equipment and the larger proposed pipe. Manholes must be inspected prior to performing any surface repairs. Structural damage to manholes during pulling operations shall be repaired by the Contractor at no extra cost.

The Contractor shall anchor the pipe to concrete structures or manholes after the pipe has been installed along the length of sewer replaced. The Contractor shall use a water stop or flange adapter, as supplied by the pipe manufacturer that is firmly seated perpendicular to the pipe axis, around the pipe exterior and cast into the structure base or near the structure wall center. The structure or manhole connection shall be made after adequate time has been allowed for the pipe to relax from the applied tension forces, as specified herein.

Lateral Reconnection: The Contractor shall be responsible for disconnecting and reconnecting all live laterals to the main pipe. Capped/abandoned laterals shall not be reconnected to the new main.

The Contractor shall allow the pipe to return to its original length and shape in the unstressed state prior to trimming the excess pipe in the manholes. The pipe manufacturer's recommendations shall be followed regarding the relief and normalization of stress and strain due to temporary stretching or elongation after pulling operations are completed. Contractor shall consider temperature and pulling time required when calculating required time for stress and strain relief. Time allowed for stress and strain relief shall be not less than 24 hours without a specific recommendation otherwise from the pipe manufacturer.

The Contractor shall allow a minimum of six (6) hours to elapse after pipe bursting mainlines prior to connecting permanent lateral connections to the new main, in order to allow the pipe to relax from the applied tension forces. The Contractor shall provide temporary lateral connections and or bypassing as required to prevent overflows from side sewers.

After the polyethylene pipe has been inserted in the existing manhole, the Contractor shall trim the polyethylene pipe and anchor the pipe to the manhole base. Care must be exercised to prevent the new pipe from slipping out of position prior to final sealing of the manhole. The polyethylene replacement pipe shall protrude far enough into the manhole to allow the sealing and trimming operations to be performed.

A minimum of twelve hours after pipe insertion, a rubber seal shall be placed in the annular space between the polyethylene pipe outside diameter and the inside diameter of the existing hole in the manhole at each manhole location, together with caulking and non shrink grout.

All rehabilitated sewer mains shall be tested, cleaned and TV-inspected as specified herein.

RECONNECT EXISTING SEWER LATERALS

All existing laterals shall be reconnected to the sanitary sewer line with suitable adapters or couplings.

All sanitary sewer lateral runs shall have a minimum of 1/4 inch per foot slope for 4-inch pipe and smaller, and a minimum of 1/8 inch per foot for 6-inch pipe and larger.

Where excavation is required for reconnection of laterals from the outside of the pipe, the Contractor's price shall include provisions for excavations as required, and for complete restoration of existing surface improvements damaged by his operations. Surface restoration shall include, but not be limited to, landscaping, irrigation, sidewalk, and pavement restoration. This work shall be done by the Contractor at no additional expense to the contract.

Where excavation for reconnection of laterals threatens walls, structures, large or valuable trees, laterals may be rerouted with the approval of the Engineer and paid as extra work to the contract.

PIPE TESTING

The Contractor shall perform a video recorded inspection of the sewer mains after the installation/rehabilitation of a new sewer main in compliance with the NASSCO PACP reporting format and coding standards. Such inspection shall be performed by a firm who has been actively performing such services for a minimum of two (2) years and an operator who has completed NASSCO PACP certified training, or an equivalent training program subject to approval by the Engineer.

Prior to conducting closed circuit television inspection it shall be the responsibility of the Contractor to plug and monitor or bypass sewer flows around the work and to thoroughly clean the host pipe. The word 'clean' in this specification is defined as the removal of all accumulations including sludge, dirt, sand, rocks, asphalt, concrete, grease, roots, and any other solid or semisolid material in the pipe down to the parent material with 100 percent debris removal.

It will be the Contractor's responsibility to make as many cleaning passes as necessary to meet the above definition of "clean". Acceptance of the cleaning, as determined by the District or its appointed Representative, shall be based upon the subsequent video inspection of the sewer and the lining manufacturer's cleaning requirements.

Tree and plant roots shall be removed from within the sewers. Special attention should be used during the cleaning operation to assure removal of roots from the joints and laterals. Procedures may include the use of mechanical equipment such as rodding machines, root cutters, porcupines, and high-velocity jet cleaners.

Water Usage: The Contractor may use fire hydrants with temporary meters obtained from Marin Municipal Water District (MMWD) to supply water for this cleaning. The Contractor will be required to complete a hydrant meter application and obtain a fire hydrant flow meter and

will be responsible for paying all applicable deposits and fees for use of the meter and water. The Contractor shall contact Joseph Eischens at (415) 945-1531, to obtain a fire hydrant flow meter.

Cleaning Equipment: Sewer line cleaning shall be performed with high-velocity jet equipment. When using a high-velocity jet machine, it shall not remain stationary while cleaning the sewer line. Selection of equipment shall be based on field condition such as access to manholes, quantity of debris, size of sewer, pipe bursting activities, and pipe lining activities. The equipment shall be capable of removing dirt, grease, rocks, sand, and other materials and obstructions from the sewer lines and manholes. During sewer cleaning operations, precautions shall be taken by the Contractor in the use of cleaning equipment to avoid any damage to the pipe.

Removal and Disposal of Material:

- Sludge, dirt, sand, rocks, grease, and other solids or semi-solid material resulting from the cleaning operation shall be removed at the downstream manhole of the section being cleaned. Passing materials to downstream sewer reaches is not permitted.
- Trucks hauling solids or semi-solids from the site shall be watertight so that no leakage or spillage will occur. Under no circumstances shall sewage or solids be dumped onto the ground surface, streets, in the sewer system, catch basins, or within storm drains.
- Material removed from the sewers during the cleaning operation shall be deposited in a sealed water-tight container and disposed legally by the Contractor at:

Redwood Landfill and Recycling Center
8950 Redwood Highway
Novato, CA 94948
Tel. (415) 892-2851

All debris and containers shall be removed from the right-of-way at the end of each work day. The Contractor shall coordinate with the District prior to each delivery at the landfill. Acceptable material at the landfill includes grit and grease. Non-sewer material such as broken pipe, dirt, liner trimmings, etc. will not be accepted by the landfill. Contractor shall make his own arrangements to legally dispose of all items at their own expense.

It is the Contractor's responsibility to determine the quantity of debris and solids to be removed during cleaning. Video recordings of a previous sewer inspection will be made available for the Contractor to examine. The tapes are for information only and the District does not guarantee the accuracy of the information provided.

Not less than ten (10) working days prior to performing a video recorded inspection of the sewer main, the Contractor shall submit to the Engineer the name and qualifications of the firm and personnel who will be performing the video inspection, the specifications of the video inspection system to be used, and the date of the proposed video inspection for review and approval by the Engineer.

Video Equipment. The video equipment shall include a multi-angle color video camera capable of spanning 360-degrees circumference and 270-degrees on horizontal axis to televise sewer lines 6-inch diameter or larger and focal distance shall be adjustable through a range of one (1) inch to infinity (∞). The video camera shall have a minimum of 400 lines of resolution, be specifically designed and constructed for operation in connection with sewer inspection, and for operation in sewers under 100% humidity conditions. The camera shall be mounted on a self-propelled wheel or track-mounted transporter. Lighting and camera quality shall produce a clear, in-focus picture of the entire periphery of the pipe for a minimum distance of six (≥ 6) feet. The transporter and camera assembly shall be equipped with a slope

measuring device (inclinometer) capable of detecting pipe grade variations ± 5 degrees from true horizontal ($\pm 8.7\%$ grade) with a maximum error of ± 0.1 degree with readings taken at minimum intervals of two (2) feet. Inclinometer data shall be capable of being displayed in both numerical and graphical formats that can be printed or exported to an external database. The inclinometer data submitted shall be correlated with the proper footage and allow easy identification of any high and/or low sections.

Inspection Procedures and Requirements. The video recorded inspection shall be done with no flow in the sewer. The camera shall be moved through the pipeline in the downstream direction at a uniform rate, stopping when necessary to ensure proper documentation of the sewer's condition. In no case shall the television camera be pulled or propelled at a speed greater than thirty (30) feet per minute. The camera height shall be adjusted such that the camera lens is always centered in the pipe being inspected. The equipment shall have an accurate footage counter, which shall display on the monitor the exact distance of the camera from the centerline of the starting manhole. Unless otherwise required by the Engineer, footage measurements shall begin at the centerline of the upstream manhole.

The recorded video inspection shall be continuous and be of such quality to provide a clear, sharp, color image when played back. The image shall show sufficient detail and quality to determine the approximate size of cracks in the pipe, offset joints, leaking joints, sags, and other defects or flaws in the installed sewer main. The date, identification of sewer reach(es) by upstream and downstream manhole numbers, and manhole to manhole footage shall be always displayed on the video data view.

Video inspection logs submitted by the Contractor shall be typed or printed as a computerized report. The Engineer will provide the log format, or a sample copy may be submitted for approval. Data of significance includes the locations of service connections, types of upstream and downstream manhole structures, and any pipe defects.

The inspection video shall be submitted on either CD-ROM or DVD-R disks in either MPEG-2 (352x240 minimum) or MPEG-4 (640x480 minimum) format viewable on a standard PC running MS Windows with Windows Media Player. If a different video software is required to play the files on the submitted disk, a fully licensed version of that software shall be included with the submittal at no additional cost to the City. Each disk shall have a protective case and be permanently labeled with the Contractor's name, date recorded, project name, street name(s), identification of the sewer reach(es) inspected, and run number. Labeling shall consist of either hand or computer printed information in non-water-soluble ink on a circular disk label that equally covers the surface of the disk. All video recordings shall become the property of the City.

All video recorded inspection shall be done in the presence of the Engineer. Upon completion of the video recording, the video shall be replayed for the Engineer. Any video recordings not meeting the quality standards stated above and as determined by the Engineer will be rejected and the video recording process repeated at no cost to the city.

After inspection of the video recording by the Engineer, the Contractor, at his/her own expense, shall replace or repair any materials or workmanship, which, in the opinion of the Engineer, do not meet the specification requirements. Upon completion of the repairs or replacements, the repairs shall be video inspected a second time and the process repeated until all the specification requirements are met.

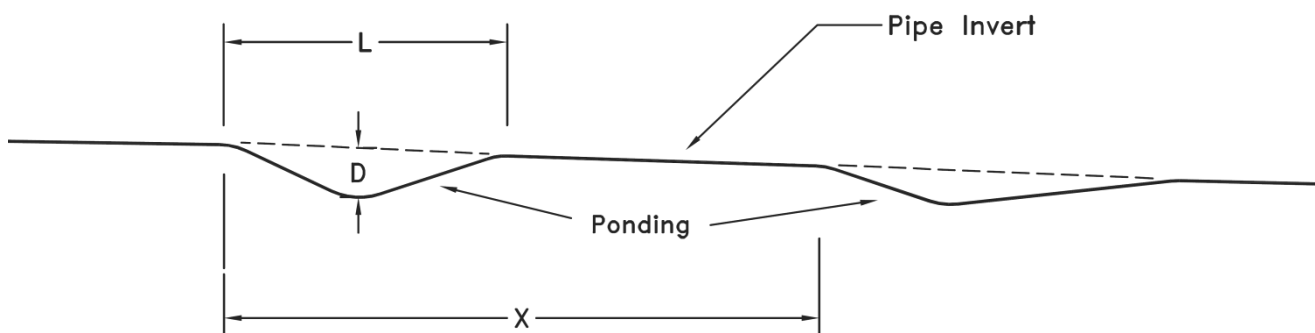
Construction Deficiencies. The following construction deficiencies shall be considered as in need of correction prior to acceptance of the work:

- Damaged pipes including cracks, gauges, and chipped ends of pipe sections.
- Slope less than the specified or absolute minimum slope.
- Changes in slope greater than $\pm 0.05\%$ of the design slope.
- Low spots, sags or bellies that hold water (see limits below).
- Dropped, offset, or separated joints including failed welds.
- Excessive gap between pipe ends within a coupling or fitting (greater than 0.5" to 0.75", depending upon materials, size, and conditions).
- Oversized, raised or protruding internal weld beads including melted pipe material ($\leq 0.25"$ for pipe $\leq 8"$, $\leq 0.50"$ for 10" to 18" pipe).
- Infiltration/leaking joints; or
- Other noted deficiencies.

Sags: The table below lists the allowable limits of sags (low spots, bellies, etc.) in sanitary sewer pipes. Newly constructed pipes that exceed these limits must be excavated and reinstalled or replaced if the pipe has been damaged. The allowable sag in pipes installed by trenchless methods is zero (0). For cured in place pipe lining and/or pipe bursting projects, all sags in existing pipes shall be removed by the Contractor prior to or during pipe bursting/lining operations, unless specifically allowed to remain by the Engineer.

SAG LIMITS

Nominal Pipe Size inch	Allowable Depth of Sag (D) inch	Allowable Length of Sag (L) feet	Allowable Distance between Sags (X) feet
Any Size by Trenchless	None	None	None
4" by Open Ex.	None	None	None
6" by Open Ex.	None	None	None
8" by Open Ex.	$\leq 0.25"$	$\leq 4'$	$\geq 40'$



AIR TEST

All gravity lines shall be tested with air as the test medium, unless otherwise approved by the District.

Each section of new sewer and its appurtenant connected laterals shall be tested between successive manholes or structures by plugging and bracing all openings in the sewer lines. If any leaks are found, the air pressure shall be released, the leaks eliminated, and the test procedure re-started.

The pipeline shall be thoroughly cleaned prior to testing.

The Contractor shall test the air tightness of all new or rehabilitated gravity sanitary sewer pipelines. Testing shall be performed in the presence and under the direction of the District or its appointed Representative.

- PVC piping shall be tested in accordance with Uni-Bell PVC Pipe Association, B-6 Recommended Practice for Low Pressure Air Testing of Installed Sewer Pipe, latest edition and as specified herein.
- HDPE piping shall be tested in accordance with ASTM F 1417, Standard Practice for Installation Acceptance of Plastic Non-pressure Sewer Lines Using Low-Pressure Air.

Air testing sewer mains, particularly larger diameter mains, can be very dangerous due to the very large forces developed. The Contractor shall be fully responsible and take all precautions necessary to ensure the safety of their workers. All plugs shall be adequately braced and restrained to support the full load developed. No workers shall be allowed in the excavation or manhole while the line is under pressure. The Contractor shall make provisions for reading the pressure at the ground surface and for safely releasing the air pressure without entering the manhole or excavation.

The following procedure shall be used for air testing:

- Plug all pipe outlets with suitable test plugs. Brace each plug securely.
- If the pipe to be tested is submerged in groundwater, insert a pipe probe by boring or jetting into the backfill material adjacent to the center of the pipe, and determine the pressure in the probe when air passes slowly through it. This is the backpressure due to groundwater submergence over the end of the probe. All gauge pressures in the test shall be increased by this amount.
- Add air slowly to the portion of the pipe being tested until the internal pressure is raised to 4.0 psig.
- Check exposed pipe and plugs for abnormal leakage by coating with a soap solution. If any leakage is observed, bleed off air and make necessary repairs.
- After an internal pressure of 4.0 psig is obtained, allow at least two (2) minutes for air temperature to stabilize, adding only the amount of air required to maintain pressure. After two (2) minute period, disconnect the air supply.
- Begin the test period. In no case shall the air pressure within the line be less than four (4) pounds per square inch at the beginning of the test period.
- Main Sewers:
 - If the pressure drop during the required test period equal to or less than 1 psi (6.9 kPa), the line has passed. If the pressure drop is greater than 1 psi (6.9 kPa) during the test time, the line has failed the test. Side Sewers: If the pressure remains constant during the test period, the line has passed. If the pressure drops during the test time, the line has failed the test.
 - The required test time shall be based on the diameter and length of pipe to be tested and in accordance with the following, or 10 minutes, whichever is greater:

Minimum Test Time for Various Sewer Main Pipe Sizes

Nominal Pipe Size (inches)	Test Time (min/100 ft)
----------------------------	------------------------

- | | |
|---|-----|
| 6 | 0.7 |
| 8 | 1.2 |
- At the District's option, one half of the test time specified above may be used with a maximum pressure drop of 0.5 psi (3.45kPa), but in no case will a test time of less than 10 minutes be allowed.
 - Side Sewers: Side sewers shall be tested for a minimum period of ten (10) minutes. If the pressure remains constant during the test period, the line has passed. If the pressure drops during the test time, the line has failed the test.

Hydrostatic testing of gravity pipelines may be performed in lieu of air testing if approved by the District, testing shall be in accordance with the following procedures:

- After installation of new sewer pipeline it shall be thoroughly cleaned prior to pressure testing. A section of sewer shall be prepared for testing between two structures by plugging the inlet side of the discharge manhole and all openings in the upstream manhole except the discharge opening. All plugs shall be properly braced against the manhole wall to withstand the forces of the test in order to prevent loss in the event of a failure.
- The section of the piping shall be tested by filling it with water to an elevation ten (10) feet above the top of pipe at the upstream end of the test section, or ten (10) feet above the existing groundwater elevation, whichever is greater. If the water level is maintained for a minimum of fifteen (15) minutes, the line has passed.

When leakage exceeds the amount allowed by the specifications, the Contractor shall locate the leaks, submit a repair procedure for the District review, make the necessary repairs, and re-test the segment at no additional cost to the District.

MEASUREMENT AND PAYMENT

The contract price paid per linear foot for "6" SS Main - HDPE (Pipe Burst)" (Alternatives #1 and #2) shall include full compensation for furnishing all labor, materials, tools, equipment testing and incidentals, and for doing all the work involved in saw-cutting, trench excavation, dewatering, removal of existing pipe and materials, construction of new sewer main pipe and connecting to existing manhole and sewer laterals, furnishing and placing trench backfill materials, pavement restoration, verifying existing utilities, cleaning and testing including video, in place, as shown on the plans and as herein specified; and no additional compensation will be allowed therefor.

10.37 UTILITY POTHOLING

The Contractor shall make their own investigations, including exploratory excavations, referenced herein as potholing, to determine the locations and type of existing utilities, including service connections, prior to commencing work which may result in damage to existing utilities or other underground facilities. .

It is not the intent of the Plans to show the exact location of all existing or relocated utilities and the Engineer assumes no responsibility therefor. The position of the utilities shown on the Plans is derived from records of utility owners and limited utility locating services. The service connections to these utilities may be, but are not necessarily, shown on the drawings. Overhead utilities including wires, poles and guys are not necessarily shown on the Plans and shall be determined from the Contractor's visit to the site. It shall be the responsibility of the

Contractor to determine the exact location of all utilities and service connections thereto ahead of any excavations through "potholing." The Contractor shall immediately notify the Engineer as to any utility discovered by him/her in a different position than shown on the drawings or which is not shown on the drawings.

Prior to setting grades or commencing any excavation work, the Contractor shall contact all affected utility owners and request them to locate and mark the location of their respective utilities on the ground. The Contractor shall then undertake "potholing" procedures as described herein below.

Methodology for potholing shall be determined by location and shall be approved by the Engineer prior to starting work. Potholing methodology shall not disturb surrounding facilities, pavements, structures, vegetation, or other existing elements beyond what is necessary for the potholing location.

If a utility owner is not equipped to provide the locating service, the Contractor shall provide for it. The location of said underground pipes and conduits shall be clearly marked on the pavement or with suitable markers if not on pavement. In addition to the location of metallic pipes and conduits, non-metallic pipe, ducts and conduits shall also be similarly located using surface indicators and shall then be similarly marked.

As soon as the utility survey is completed, and prior to setting grades or commencing fabrication of engineered pipe, the Contractor shall commence "potholing" to determine the actual location of the pipe, duct or conduit. The Contractor shall uncover all underground utilities, including sewers and storm drains, exercising extreme care so as to avoid drainage. It will be the Contractor's responsibility to have repairs made to existing facilities at their expense in the event of damage. Underground utilities shall be uncovered to a point one (1) foot below the pipe or as directed by the Engineer, where crossing, interferences or connections are shown on the drawings, prior to the preparation of shop drawings, trenching or excavating for any pipe or structure, in order to determine actual elevations. Once uncovered, the Contractor shall record the depth of the utility at the pothole and clearly mark the depth on the pavement. Any variation in the actual elevations and the indicated elevations shall be brought to the Engineer's attention.

Excavations around underground electrical ducts and conduits shall be performed using extreme caution to prevent injury or damage to workers and the electrical ducts or conduits. Similar precautions shall be exercised around gas line, telephone, and television cables.

Where an underground utility is at variance with the Plans the contractor shall proceed as follows:

- A. Marked utility not shown on the Plans: If a utility is not shown on the Plans but marked in the field by the utility owner, the Contractor shall pothole the utility and proceed with the work providing the utility is not in conflict with the line or grade of the pipeline to be laid and report the discrepancy to the Engineer.
- B. Utility shown on the Plans but not marked: If a utility is shown on the Plans, but not marked by the utility company or marked in a different location, then the Contractor shall consult with the utility company, pothole the utility, and then proceed with the work providing the utility is not in conflict with the foundation or grade of the pipeline to be laid.
- C. Unmarked utility: If a utility is not marked by the utility company and the contractor encounters it, then the contractor shall immediately notify the Engineer and the utility company. The Contractor shall proceed with the work if the utility is not in conflict with the line or grade of the pipeline to be installed.

After the need for potholing is complete, the Contractor shall backfill the potholing location.

MEASUREMENT AND PAYMENT

The compensation for providing "Utility Potholing" shall include furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work as shown on the Plans, as specified in the Standard Specifications and these Specifications, and as directed by the Engineer and shall be considered as included in the contract prices for the various items of work and no additional compensation will be made therefor.

10.38 SEWER FLOW CONTROL AND BYPASS PUMPING

DESCRIPTION OF REQUIREMENTS

The existing sewers are currently and continuously receiving and conveying wastewater (sewage), and those functions shall not be interrupted except as specified herein. The Contractor shall coordinate the work to avoid any interference with normal operation. Contractor shall immediately correct any undesirable conditions, which result from bypassing or other operations.

Contractor shall provide labor, equipment, materials, and supervision to temporarily control flow around the Contractor's work during construction. Contractor shall not interrupt the functions of the existing sewers or cause sewer backups and is responsible for penalties and expenses in the event, that their operations cause any violation of the City's discharge **permit or in the event their operations result in any sewage spills.**

It shall be the Contractor's responsibility to always maintain, the sewer flows through the project site. A bypass shall be made by plugging existing maintenance holes upstream of the Contractor's work and pumping the sewage to maintenance holes downstream of the Contractor's work. Pumps and bypass piping shall be adequately sized to handle the flows to be bypassed without surcharging the system. Pumping system shall be sized for normal to peak conditions. Contractor shall monitor the level in the upstream maintenance hole at all times to prevent system surcharging. The bypassing system shall be subject to approval by the Engineer.

Bypass pumping shall be done in a manner that will not damage private or public property or create a nuisance. At no times shall a private lateral be used for bypass purposes. The pumped

sewage shall be in an enclosed pipe or hose that is adequately protected from traffic and/or pedestrians and shall be redirected into the sanitary sewer system. A temporary tank of adequate capacity may also be proposed for bypass pump discharge. Discharging of sewage on private property, gutters, streets, sidewalks, or into storm sewers is prohibited. The Contractor shall be liable for all damages or fines (including fines imposed on the City as a result, of the Contractor's operations) associated with this work. After the work is completed, flow shall be restored to original conditions and temporary facilities shall be removed.

The Contractor shall provide 48-hour advance notice to the Engineer of the location and schedule of flow control. Contractor shall setup and test the bypass operation and demonstrate proper operation a minimum of 48-hours prior to disrupting flows in section to be bypassed.

The Contractor shall clean and repair without cost to the City any damage that may result from his negligence, inadequate or improper installation, maintenance and operation of bypassing and flow control system including mechanical or electrical failure.

The Contractor shall coordinate sewer bypass and flow interruptions with the City at least 14 days in advance and with the property owners and businesses at least 72 hours and again at 24 hours prior to disruption.

BYPASS PUMPING SUBMITTALS (AS APPLICABLE)

A bypass pumping plan for sewage flow control as required for construction of new sewer system. These plans shall be coordinated with the Traffic Control Plans and submitted for City approval. The Contractor shall submit bypass pumping plan for each bypass location at least 20 working days prior to pipe installation and/or rehabilitation. Submittals shall include:

1. Drawings showing location of temporary bulkheads, plugs, pumps, bypass piping (including diameter), discharge points, and all locations where pipelines will be buried or placed above grade. Include all provisions required to maintain access around/over bypass piping/pumping equipment.
2. Methods of controlling main pipeline flow, including location where sewage flows are to be diverted, type of pipe to be used for bypass, and the method of side sewer and lateral flow control.
3. Drawing to include location of maintenance holes to be monitored as part of system check for sewer flow control system.
4. Capacities of pumps and standby equipment.
5. Design calculations prepared by a licensed Professional Engineer in the State of California demonstrating hydraulic capacity of the bypassing system and selected equipment.
6. Drawing and design of temporary bulkheads.
7. Emergency response plan to be followed in the event of a failure of the bypass pumping system or sewer pipeline being surcharged to an unacceptable level.
8. Identify and designate full-time responsible person for Contractor that shall be responsible for monitoring and correcting problems with the by-pass/diversion system(s).
9. Traffic control and/or diversion plan during bypass pumping operation.
10. Catalog data for generators, pump controls and audible alarms.
11. Operation plan that describes how the system will be monitored and controlled.

JOB CONDITIONS

Flow Data:

1. There is no flow data available. Contractor shall verify flows prior to construction and provide a bypass system capable of handling the flows.

2. The Contractor shall be responsible for design, construction, and operation of an adequate and properly functioning bypass system. Any testing or gathering of flow data is the responsibility of the Contractor. The Contractor shall coordinate all bypassing with the Construction Manager or Resident Engineer.
3. Where bypassing is required, the Contractor shall ensure that service for connecting laterals is not disrupted. The Contractor shall control all sewage flow around work site.

Protection:

1. Bypassing and dewatering operations resulting in discharges to the ground surface, streams, creeks, culverts, ditches, storm drains, or groundwater shall not be permitted. The Contractor shall perform work to protect both the public from potential health hazards and the environment from contamination.

MATERIAL

Primary Flow Control Pumps and Generators

1. Provide suitable "trash-type" primary pump capable of bypassing all flows around the worksite.
2. A minimum of two pumps are required for each flow control system in a duty and standby configuration. Standby pump shall be plumbed and capable of automatically starting on failure of the duty pump.

Bypass Flow Control Piping

1. The flow control piping shall be completely leak free. Any drips or leaks shall be repaired by the Contractor immediately.

Temporary Bulkheads and Plugs

1. Design and provide bulkheads and plug to withstand anticipated upstream differential head without leakage or displacement.
2. A watertight seal is required to prevent sewage flows from entering the work area.
3. Design plugs to have an emergency deflate system so plugs can be removed at any time without requiring confined space entry.

Standby Equipment

1. The Contractor shall have available on-site sufficient equipment and materials to ensure continuous and successful leak-free operation of the sewage flow control system.
2. Generator shall be always fueled. Generators shall be placed on spill guard mats or other approved double containment devices to eliminate the possibility of fuel spills to ground surface. Provide sound attenuated enclosures if required by the Engineer.

SEWER FLOW CONTROL AND BYPASS PUMPING EXECUTION

Monitoring and Supervision of Sewage Flow Control Systems

1. The Contractor shall take all necessary precautions including constant monitoring (requires 24 hours per day, 7 days per week continuous monitoring by on-site Contractor personnel while sewage flow control systems are in place) of sewage flow control pumping and diversion plug or bulkhead to ensure that there are no spills, and no private properties are subjected to a backup.
2. The Contractor shall not shut down sewage flow control systems between shifts, on holidays or weekends, or during work stoppages without written permission from the Engineer.
3. Contractor shall monitor the group of maintenance holes as provided on the submitted maintenance hole monitoring plan that will constitute flow control and diversion system check. The Contractor personnel responsible for monitoring the flow control and diversion

shall inspect each maintenance hole a minimum of once per 4 hours.

Noise Control

1. All pumps and generators shall be enclosed within sound baffling to reduce noise level.
2. The Contractor is made aware that additional noise barriers, which may include an insulated plywood shield, shall be erected to enclose all pumps and generators at the request of the Construction Manager or Resident Engineer and at no additional cost to the Owner.
3. Contractor shall use noise attenuated pumps, motors, and generators.
4. Contractor shall locate pumps and generators away from residences to the maximum distance possible.

Odor Control

1. The Contractor is required to minimize to the extent possible all odor associated with this work. The Construction Manager may request additional odor reducing measures if complaints about odor are received, at no additional cost to the Owner.

Pedestrian and Vehicular Access

1. The flow control pumping systems shall be adequately protected from traffic and shall be located to minimize disruption to vehicle and pedestrian traffic.
2. At locations where sewage flow control piping crosses driveway entrances, cross streets, or pedestrian crosswalks, the piping shall be placed in trenches constructed by the Contractor and backfilled or plated to allow traffic to cross unimpeded. Contractor shall not install sewage flow control within trenches.
3. When moving bypass piping from one location to another the disruption to vehicle and pedestrian traffic shall be minimized. The Contractor shall not drag long lengths of pipe along improved right-of-way unless approved by the Construction Manager in writing. The piping shall be cleaned and plugged prior to moving to prevent fluid discharge.
4. Flow control piping on private property shall not interfere with parking, access, or movement of supplies and materials. Contractor shall obtain consent in writing from private property owners prior to using their property for storage of materials or when locating any portion of the bypass pumping operation on private property.
5. It is the Contractor's responsibility to contact, coordinate, and acquire written permission from the private property owner for use of private property for location of flow control piping. The Contractor shall provide signed agreements to the Construction Manager prior to any work on the private property. Provide signed agreements with submittals.

Sewage Flow Control and Diversion

1. The Contractor shall set up and test the sewage flow bypassing systems for a minimum of 48-hours prior to removing the sewer from service for the start of the construction work. The Contractor shall correct any deficiencies in the system as required to provide a leak-free bypass system that will not cause overflows, backups or spills as specified.
2. The Contractor shall provide continuous flow control pumping and/or diversion of sewage flows for acceptable completion of the project. Where bypassing is required, the flows shall be redirected from a minimum of one maintenance hole upstream of the start of the alignment into the system downstream of the work area.
3. The Contractor can discharge bypassed wastewater flow to other sewers. It is the Contractor's responsibility to determine the allowable flows that can be discharged to the sewers. The bypassed flows shall not cause overflows, deterioration, or any adverse conditions on the existing systems.
4. Dumping or free flow of sewage on private property, gutters, and streets, into storm sewer, creeks, or flood control channels is prohibited. No bypassing is permitted to ground surface, receiving waters, or which results in groundwater contamination or potential health hazards.
5. The Contractor shall be liable for all clean up damages and resultant fines and in the event

of a sewage spill. Contractor shall repair without cost to the City any damage that may result from his negligence, inadequate or improper installation, maintenance and operation of bypassing and a dewatering system including mechanical or electrical failures.

6. The Contractor shall be liable for all clean up damages, and resultant fines in the event of a sewage spill.

MEASUREMENT AND PAYMENT

Full compensation for providing "Sewer Flow Control and Bypass Pumping" shall include furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in furnishing and placing aggregate base and compaction tests complete in place as shown on the Plans, as specified in the Standard Specifications and these Specifications, and as directed by the Engineer shall be considered as included in the contract prices for the various items of work and no additional compensation will be made therefor.

10.39 FINAL CLEANUP

Final Cleanup shall conform to the provisions of Section 4-1.13, "Cleanup," of Caltrans Standard Specifications, details on the Plans, and the Special Provisions.

The project area shall be left in a neat and clean condition at the end of each workday and upon completion of the project prior to final inspection by the Engineer. Final cleanup is to include removal of temporary striping and floppies and restoration of existing facilities damaged or removed in the course of construction pursuant to the provisions of Section 15 of the Standard Specifications and these Special Provisions.

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

**EXHIBIT "A"
CHANGE ORDER FORM**

City of Sausalito

*420 Litho St
Sausalito, CA*

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 initialed 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	
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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 #

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