CITY OF LARKSPUR

FY 2015-2016 PAVEMENT MAINTENANCE PROJECT

City Project No. 500-2005-013-412001

PROJECT SPECIFICATIONS AND CONTRACT DOCUMENTS

Dated: September 23, 2015

BID OPENING: 11:30 AM, THURSDAY, OCTOBER 1, 2015

(REVISED)

APPROVED BY:
CITY OF LARKSPUR

_____

Mary Grace Houlihan, P.E.
Director of Public Works / City Engineer

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SECTION 100 - PROJECT SUMMARY

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SECTION 100 - PROJECT SUMMARY

PROJECT DESCRIPTION:

FY 2015-2016 PAVEMENT MAINTENANCE PROJECT
City Project No. 500-2005-013-412001

The Contractor is responsible for sawcutting; excavation, removal and disposal of asphalt roadway section; PCC improvements; raising and lowering utility covers; cold planning and disposal of asphalt pavement; quicklime/cement soil treatment of subsurface materials; setup and maintenance of traffic control system and water pollution control program; construction of PCC curb ramps, sidewalk, and curb and gutter; placement of hot mix asphalt (HMA) and rubberized hot mix asphalt (RHMA) pavement materials; replacement of traffic striping and markings; installation of object markers; replacement of loop detectors; excavation, installation and backfill of storm drainage pipe and structures; cleanup of the project area; and other items of work as shown on the plans. The project is located on various streets.

MANDATORY PRE-BID:
There will be no pre-bid conference for the FY 2015-2016 Pavement Maintenance Project.

TIME FOR COMPLETION:
FIFTY (50) working days to substantial completion

PLANS AND SPECIFICATIONS:
Available to download through EBidBoard at:
http://www.ebidboard.com/public/projects/index.asp?mbrguid=C90B6550-006F-437C-B5E9-AC71F358084D.

SEALED BIDS SHALL BE SUBMITTED TO:

City of Larkspur, Dept of Public Works
325 Doherty Drive
Larkspur, CA 94939

Bids are due by: 10:00 am on Monday, September 28, 2015
at which time they will be publicly opened and read. Late submissions will not be accepted.

Prepared under the direction of:
Mary Grace Houlihan, P.E.
Director of Public Works/City Engineer
R.C.E. 50209, exp 06/30/2017

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SECTION 200 - NOTICE INVITING BIDS

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SECTION 200 - NOTICE INVITING BIDS

The City of Larkspur invites bids for:

FY 2015-2016 PAVEMENT MAINTENANCE PROJECT
City Project No. 500-2005-013-412001

SEALED BIDS will be received at the City of Larkspur, Dept of Public Works, 325 Doherty Drive**,** Larkspur, CA 94939, until the hour of 10:00 am on September 28, 2015, at which time they will be publicly opened and read, for performing the following work:

The work generally consists of sawcutting; excavation, removal and disposal of asphalt roadway section; PCC improvements; raising and lowering utility covers; cold planning and disposal of asphalt pavement; quicklime/cement soil treatment of subsurface materials; setup and maintenance of traffic control system and water pollution control program; construction of PCC curb ramps, sidewalk, and curb and gutter; placement of hot mix asphalt (HMA) and rubberized hot mix asphalt (RHMA) pavement materials; replacement of traffic striping and markings; installation of object markers; replacement of loop detectors; excavation, installation and backfill of storm drainage pipe and structures; cleanup of the project area; and other items of work as shown on the plans. The project is located on various streets.

Work hours are limited to 7:00 am to 6:00 pm, Monday thru Friday. No weekend work is allowed without prior approval from the Public Works Director.

The Plans, Specifications and Bid Book are available for download through www.Ebidboard at http://www.ebidboard.com/public/projects/index.asp?mbrguid=C90B6550-006F-437C-B5E9-AC71F358084D.

MANDATORY PRE-BID: There will be no pre-bid conference for the FY 2015-2016 PAVEMENT MAINTENANCE PROJECT

In accordance with California Public Contract Code Section 20170, all bids must be presented under sealed cover and include one of the following forms of bidder's security: cash, cashier's check made payable to the City, certified check made payable to the city, or a bidder's bond. The amount of bidder's security provided must equal at least ten (10) percent of the total bid price for the base bid and the additive or deductive items listed in this notice. The successful bidder must submit to the City complete, executed copies of all required documents within ten (10) working days of receiving written notice of award of the project. The successful Bidder's security will be forfeited to the City if the Bidder fails to submit all required documents. Such required documents include, but are not limited to, a payment or labor and materials bond in an amount of at least 100 percent of the amount payable by the terms of the project contract and that satisfies the requirements of California Civil Code Section 3248, and a performance bond in an amount of at least 100 percent of the amount payable by the terms of the contract. All project bonds must be executed by an admitted surety insurer in accordance with applicable law and acceptable to the City.

Bids shall be marked: "Bid of (Contractor) for the FY 2015-2016 PAVEMENT MAINTENANCE PROJECT, City Project No. 500-2005-013-412001," along with date and time of bid opening.

Bidders are hereby notified that provisions of the Labor Code of the State of California, regarding the prevailing wages shall be applicable to the work to be performed under this contract. Pursuant to Labor Code Section 1773 the general prevailing wage rates have been determined by the Director of the California Department of Industrial Relations and appear in the California Prevailing Wage Rates, copies of which are on file with the City Clerk of the City of Larkspur and are available to interested parties on request. Future effective wage rates which have been predetermined and are on file with the California Department of Industrial Relations are referenced but are not printed in such publication.

The work covered by this agreement is a "public work" as that term is defined in California Labor Code, Division 2, Part 7, and Chapter 1. Bidders are advised that if they intend to use a craft or classification not shown on the general wage determination, they may be required to pay the wage rate of that craft or classification most clearly related to it as shown in the general determinations.

Contractor shall have the responsibility to comply with applicable provisions of Section 1775.5 of the Labor Code for all apprentice occupations. In the event Contractor willfully fails to comply with the applicable provisions of Section 1775.5, Contractor shall forfeit as a civil penalty the sum of $50.00 for each calendar day of non-compliance, which money may be withheld by City pursuant to the provisions of Labor Code Section 1775.5.

Contractor agrees, in accordance with Section 1771.1 of the California Labor Code, that contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded. No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to California Labor Code section 1725.5. Contractor agrees, in accordance with Section 1771.4 of the California Labor Code, this Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

Contractor may elect to receive 100 percent of payments due under the contract from time to time, without retention of any portion of the payment by the City of Larkspur, by depositing securities of equivalent value to the retention amount in accordance with the provisions of Section

22300 of the Public Contracts Code. Such securities, if deposited by the Contractor, shall be valued by the Director of Public Works whose decision of such valuation shall be final.

All Bidders shall be licensed under the provisions of Chapter 9, Division 3, of the Business and Professions Code of the State of California to do the type of work contemplated in the project and shall be skilled and regularly engaged in the general class or type of work called for under the Contract.

Any bidder or Contractor not properly licensed with the State of California shall be subject to all legal penalties imposed by law, including, but not limited to, any appropriate disciplinary action by the Contractors' State License Board. Failure of the bidder to obtain proper and adequate licensing for an award of the contract shall constitute a failure to execute the contract and shall result in the forfeiture of the security of the bidder.

Each bidder who has not done work similar in nature for the City of Larkspur shall submit with this bid a statement setting forth his/her/its experience and business standing. Along with the statement, she/he/it shall list three or more projects that he/she/it has constructed, showing their original bid costs and overall costs when constructed, the names, addresses and current telephone number(s) of the owners of the said projects, whether the bidder has been a party to litigation or arbitration involving construction activities, the names and jurisdiction of all such litigation or arbitration and whether the bidder has ever filed for bankruptcy or become insolvent.

The City reserves the right to reject any or all bids, or to accept only a portion of certain items of the bid or to waive any informalities in the bid.

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

BY SUBMITTING A BID IN RESPONSE TO THIS NOTICE INVITING BIDS, THE BIDDER SHALL BE CONCLUSIVELY DEEMED TO HAVE READ, UNDERSTOOD AND AGREED WITH ALL OF THE INFORMATION AND MATERIALS CONTAINED IN THE BID DOCUMENTS, INCLUDING BUT NOT LIMITED TO THE CONTRACT, THE GENERAL CONDITIONS, THE SPECIAL CONDITIONS, THE REQUIRED INDEMNIFICATION OBLIGATION, THE REQUIRED NATURE AND AMOUNT OF INSURANCE AND THE ENDORSEMENTS AND CERTIFICATES EVIDENCING SAID INSURANCE.

If a bidder has any problems in understanding or accepting any of the terms and/or conditions specified in the bid documents, said bidder must contact the person whose name appears below at the below specified number within five (5) calendar days of bidder's receipt of the bid documents.

Otherwise, it will be presumed that bidder agrees with, understands and has read all the bid documents above specified.

DATED: September 21, 2015

By Order of the City Council
CITY OF LARKSPUR, County of Marin, California

By: /s/ Mary Grace Houlihan, P.E.
Director of Public Works/City Engineer

SECTION 300 - GENERAL PROVISIONS

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SECTION 300 - GENERAL PROVISIONS

FY 2015-2016 PAVEMENT MAINTENANCE PROJECT
City Project No. 500-2005-013-412001

301. DEFINITIONS

Whenever used in the General Provisions or other parts of the Contract Document, the following terms will have these meanings:

A. Addenda: Written or graphic instruments issued prior to the opening of Bids, which make additions, deletions, or revisions to the Contract Documents.

B. Agreement: The agreement between the City and Contractor concerning the Project, as evidenced by and comprised of the Contract Documents.

C. Application for Payment: The form accepted by the Director of Public Works which is to be used by the Contractor to request progress payments or final payment and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

D. Bid: The written offer of a Bidder, executed pursuant to the Bid Package, to perform the Work covered by the Agreement for a specific price.

E. Bid Package: All of the documents listed as comprising the entire Bid Package as specified in the Instructions to Bidders and representing the full set of documents made available to the bidders on the project.

F. Change Order: Amendment to the Agreement, the Project Plans, Specifications or other Contract Document in accordance with Article 310, Changes in the Work which is signed by the Contractor and the City.

G. City: The City of Larkspur.

H. Clarification: A document issued by the City's Director of Public Works to the Contractor that interprets the requirements(s) and/or design intent of the Contract Documents, which may not represent an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times.

I. Contract Documents: All those documents listed in the Project Agreement as comprising the entire agreement between the City and Contractor.

J. Contract Time: Construction Days as stated in the Contract or established by a definite for completion of the Work.

K. Contractor: The successful bidder for the Project and party to the Project Agreement with the City as specified in the Project Agreement; and

L. A person who provides or oversees a bid for a construction project.

M. A person who arranges for and sets up work schedules for contractors and subcontractors; or

N. A person who maintains oversight of a construction project.

O. Date of Completion: The date certified in writing by the City when the Work has been satisfactorily completed in accordance with the Contract Documents.

P. Day: Unless otherwise specified in the Contract Documents, days mean working days.

Q. Director of Public Works: City Director of Public Works is the designated site representative of the City. The Director of Public Works is authorized and empowered to decide matters relating to the interpretation of the Contract Document and the execution and progress of the Work. The authority granted does not include unilateral decisions by the Director of Public Works to expend additional sums of money (i.e. Change Orders, etc.)

R. Jobsite: The areas in and around the Work designated by the City for operations by the Contractor.

S. Liquidated Damages: The amount prescribed in the Contract Documents to be paid to the City, or to be deducted from any payments due or to become due the Contractor for each calendar day or other specified time of delay in completing the whole or any specified portion of the Work beyond the Contract Time allowed in the Contract; such compensation shall not be construed as a penalty.

T. Notice of Award: The written notice from the City to the successful Bidder signifying the City's acceptance of the Bid.

U. Notice to Proceed: The written notice from the City to the Contractor authorizing and directing the Contractor to proceed with the Work and establishing the date on which the Contract Time begins.

V. Project: FY 2015-2016 PAVEMENT MAINTENANCE PROJECT as described in the Specifications and Project Plans.

W. Specifications: Those portions of the Contract Documents, including any addenda signed by the authorized City representatives and issued prior to bid opening, which consist of written descriptions of materials, equipment, construction systems, standards, and workmanship as applied to the Work.

X. Subcontractor: A person, firm, or corporation that is obligated as a party to a contract with the Contractor to perform part of the Project work. For purposes of these General Provisions Subcontractors include, but are not limited to, those that are obligated as parties to a contract with the Contractor to specially fabricate and install a portion of the Project Work according to the Specifications and/or Project Plans.

Y. Work: The furnishing of all equipment, tools, apparatus, facilities, material, labor, and skill necessary to perform and complete in a good and workmanlike manner the Project as shown in the Specifications and Project Plans in accordance with the Contract Documents and applicable law.

302. PRELIMINARY MATTERS

A. Delivery of Contract Documents

1. The successful bidder must submit to the City complete, executed copies of all documents specified in the Contract Checklist within five (5) working days of receiving written Notice of Award of the Project. Bidder's security of any successful bidder that fails to do so will be forfeited to the City.

B. Business License

1. The successful bidder and any subcontractors and others engaged in performance of the Project must have valid local business license(s), as applicable, before commencing work on the Project. The Contractor shall submit proof of a valid license within five (5) working days of receiving written Notice of Award of the project.

C. Commencement of Contract Times; Notice to Proceed

1. Upon verifying that the successful bidder has provided complete, executed copies of all documents specified in the Contract Checklist an authorized City representative will execute the Project contract. The successful bidder to determine commencement date. Commencement date must be no later than July 7, 2014. Once the Contractor specifies the commencement date to the City, the City will issue to the successful bidder a notice to proceed specifying the Project commencement date.
2. The Contractor shall commence work within five (5) working days following the Director of Public Work's Notice to Proceed. The effective date stated in the Notice to Proceed shall be considered the first day of work for the purpose of counting work days.

D. Time for Completion

1. The time allowed for completion of the work shall be as indicated in the project description.
2. Prior to the issuance of the Notice to Proceed, a mandatory pre-construction conference will be held for the purpose of discussing with the Contractor the scope of work, Contract drawings, specifications, existing conditions, materials to be ordered, equipment to be used, and all essential matters pertaining to the execution of and the satisfactory completion of the project as required. The Contractor is required to attend the pre-construction conference which may include a site visit. The Contractor's representative at this conference shall include all major superintendents for the work and may include major subcontractors. The Contractor's initial schedule, submittals for shop drawings, and plan of operations will be reviewed and finalized at the pre-construction conference.

303. CONTRACT DOCUMENTS

A. Documents Furnished by the City

1. The City will furnish to the Contractor, free of charge, five (5) sets of prints of the Project Plans and Specifications for execution of the Work. Throughout the performance of the Work, the Contractor must keep one copy of the Project Plans and Specifications in good order and available for review by the Director of Public Works, the Designer and any other City Contractors or representatives.

B. Intent

1. The Contract Documents comprise the entire agreement between the City and the Contractor concerning the Work. The Contract Documents are complementary; what is called for by one is as binding as if called for by all.
2. All Work shall be governed by and done in accordance with the following:
3. Contract Documents.
4. Standard Specifications, Cities and County of Marin, Department of Public Works, latest edition ("County Standard Specifications").
5. Uniform Construction Standards Approved and Adopted by Cities of Marin and County of Marin, latest edition ("County Standard Drawings" or "MUCS").
6. State of California Business and Transportation Agency, Department of Transportation, Standard Plans and Specifications, latest edition ("State Plans" or "State Specifications").
7. California State and Consumer Services Agency, Building Standards Commission, Building Code, latest edition ("Building Code").

C. Order of Precedence of Contract Documents

1. In the event of a conflict between or among the Contract Documents, precedence will be in the following order:

   a. The Agreement and change orders and other amendments to the agreement signed by authorized representatives of the City and the Contractor.

   b. The Special Provisions, addenda to the Special Provisions signed by authorized representatives of the City and issued prior to bid opening, Equal Product Proposals accepted by the City and signed by authorized City representatives prior to bid opening, and change orders and other amendments to the Specifications signed by authorized representatives of the City and the Contractor.

   c. The Project Plans, addenda to the Project Plans signed by authorized representatives of the City and issued prior to bid opening, Equal Product Proposals accepted by the City and signed by authorized City representatives prior to bid opening, and change orders and other amendments to the Project Plans signed by authorized representatives of the City and the Contractor.

d. The General Provisions and change orders and other amendments to the General Provisions signed by authorized representatives of the City and the Contractor.

e. Standard Specifications, Cities and County of Marin, Department of Public Works, latest edition ("County Standard Specifications").

f. Uniform Construction Standards Approved and Adopted by Cities of Marin and County of Marin, latest edition ("County Standard Drawings" or "MUCS").

g. State of California Business and Transportation Agency, Department of Transportation, Standard Plans and Specifications, latest edition ("State Plans" or "State Specifications").

h. California State and Consumer Services Agency, Building Standards Commission, Building Code, latest edition ("Building Code").

i. Notice Inviting Bids.

j. Instructions to Bidders.

k. The successful bidder's completed Proposal Form and Bidder's Sheet.

l. The successful bidder's completed Contractor License Information.

m. The successful bidder's completed List of Proposed Subcontractors.

n. The successful bidder's Workers Compensation Insurance Certification.

o. The successful bidder's completed Non-collusion Affidavit.

p. The successful bidder's Debarment Certification.

q. The successful bidder's completed Certificates of Insurance and Endorsements.

r. The successful bidder's executed Performance Bond.

s. The successful bidder's executed Payment Bond.

t. Executed Escrow for Deposit Agreement, if applicable.

u. Change Order Form.

v. The Defective Material and Workmanship Bond form included in the bid package that the Contractor must execute prior to release of final payment under the Contract.

w. The successful bidder's Qualification Statement, if any.

x. The successful bidder's signed Signature Form.

D. Amending Contract Documents

1. City reserves the right to modify said plans and specifications as the development progresses should unforeseen conditions occur, providing written approval is first obtained from the City's Engineer and appropriate adjustments are made to the contract price. City reserves the right to make reasonable modifications to the plans and specifications whenever field conditions and/or public safety require such modifications. In addition, the City may make changes in this agreement or the plans and specifications in the course of construction to bring the completed work into compliance with environmental requirements or standards established by state or federal statutes and regulations enacted after the agreement has been awarded or entered into. The Contractor shall be paid for the changes in accordance with Article 311.

E. Ownership of Documents

1. All documents furnished by the City, including, but not limited to, the Specifications, Project Plans, and any copies, are the property of the City. Documents furnished by the City may not to be used on any other work. All documents furnished by the City must be returned to City upon completion of the Work.

F. Specifications and Project Plans

1. The Specifications and Project Plans are complementary and intended to mutually describe the Work necessary to complete the Project in accordance with the Contract Documents.

2. Anything mentioned in the Specifications and not shown on the Project Plans, or shown on the drawings and not mentioned in the specifications, shall be of life effect, as if shown or mentioned in both. In any case of difference in the figures, drawings and specifications, the matter shall be promptly submitted to the Director of Public Works who shall make a decision in writing. Any adjustment by the Contractor without this determination shall be at his/her own risk.

3. If the Contractor, in the course of the Work, finds any errors or inconsistencies, it shall be his/her duty to immediately inform the Director of Public Works in writing. Any work done after such discovery, until authorized by the City will be done at the Contractor's risk.

4. Revised copies of all drawings and specifications pertinent to the Work will be furnished by the Director of Public Works, and the Contractor shall maintain an up-to-date, completely revised set of drawings and specifications on the job site. The Contractor shall keep an accurate record of all deviations from the approved design drawings and specifications which may occur in the Work as actually constructed, and shall submit to the Director of Public Works prior to request for final contract payment, drawings and

specifications showing complete information as required for the correction of the drawings to the "record" condition.

5. Additional drawings necessary for the prosecution of the Work will be furnished by the Director of Public Works. The Contractor shall request any additional instructions needed and shall do no Work without drawings and instructions.

304. SITE OF THE WORK

A. Availability of Lands

1. The City will furnish, as indicated in the Contract Documents, the lands upon which the work is to be performed, rights-of-way and easements for access thereto, and such other lands which are designated for the use of the Contractor. Easements for permanent structures or permanent changes in existing facilities will be obtained and paid for by the City, unless otherwise provided in the Contract Documents. Nothing contained in the Contract Documents shall be interpreted as giving the Contractor exclusive occupancy of the lands or rights-of-way provided. The Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment; provided, that the Contractor shall not enter upon nor use any property not under the control of the City until a written temporary construction easement agreement has been executed by the Contractor and the property owner, and a copy of said easement furnished to the Director of Public Works prior to said use; and the City will not be liable for any claims or damages resulting from the Contractor's trespass on or use of any such properties. The Contractor shall provide the City with a signed release from the property owner confirming that the lands have been satisfactorily restored upon completion of the Work.

B. Reports of Physical Conditions

1. Subsurface Explorations: Reference is made to any Technical Supplement for identification of those reports of explorations and tests of subsurface conditions at the Site that have been utilized by the Director of Public Works in the preparation of the Contract Documents.

2. Existing Structures: Reference is made to any Technical Supplement for identification of those drawings of physical conditions in or relating to existing surface and subsurface structures (except underground Utilities referred to in Article 304.C herein) which are at or contiguous to the Site that have been utilized in the preparation of the Contract Documents.

3. The City makes no representation as to the completeness of the reports or drawings referred to in Article 304.B.1 or 304.B.2 above or the accuracy of any data or information contained therein. The Contractor may rely upon the accuracy of the technical data contained in such reports and drawings.

However, the Contractor may not rely upon any interpretation of such technical data, including any interpolation or extrapolation thereof, or any non-technical data, interpretations, and opinions contained therein.

C. Physical Conditions – Underground Utilities

1. The information and data indicated in the Contract Documents with respect to existing underground Utilities at or contiguous to the Site are based on information and data furnished to the City or the Director of Public Works by the owners of such underground Utilities or by others. Unless it is expressly provided in any Supplementary General Conditions will not be responsible for the accuracy or completeness of any such information or data, and the Contractor shall have full responsibility for reviewing and checking all such information and data, for locating all underground Utilities indicated in the Contract Documents, for coordination of the Work with the owners of such underground Utilities during construction, for the safety and protection thereof and repairing any damage thereto resulting from the Work, the cost of all of which are deemed to have been included in the Contract Price.

2. Attention is directed to Section 8-1.10 of the State Specifications and these Special Provisions.

   a. It is not the intent of the plans to show the exact locations of existing underground utilities or structures and the Director of Public Works assumes no responsibility therefor. Whenever any such utilities are indicated thereon the Contractor shall be responsible for verifying their actual location and depth in the field, by potholing if necessary. The Contractor shall be responsible for any damage to utilities shown on the plans, or as specified herein, as a result of his/her operations.

   b. Existing utilities in the easements on private property that are not shown on the plans: the Contractor shall be responsible for locating said utilities prior to any construction and shall keep said utilities continuously functioning during the course of the work. If the Contractor for his/her own reasons needs to shut off or relocate any of said utilities, the Contractor shall give advance notice to and coordinate with the owner of the property and the occupant.

   c. Equipment operating under PG&E electric and AT&T communications lines shall observe minimum clearance from the lines, and all other requirements, as set forth in Article 86 of the Electrical Safety Orders of the State division of Industrial Safety and AT&T requirements.

3. If applicable the Contractor shall keep the existing drainage system and sanitary sewer system fully functional at all times. If the Contractor for his/her own reasons desires to block off any portion of these systems, he shall construct a bypass system capable of handling the flow. This bypass

system, if constructed, will be for the convenience of the Contractor and shall be constructed at his/her own expense.

4. The Contractor shall exercise care not to damage existing property including but not limited to trees, shrubs and landscaping outside the work area. Any damage caused by the Contractor shall be replaced by the Contractor at his/her expense.

5. Three (3) days in advance of commencing any excavation, the Contractor shall notify Underground Service Alert (USA) by calling them at (800) 227-2600, or by dialing 811.

6. Full compensation for complying with the above provisions shall be considered as having been included in the price paid for various contract items of work and no separate payment will be made thereafter.

D. Differing Site Conditions

1. The Contractor is advised to keep himself fully appraised throughout the performance of the contract of existing conditions at the site, including the status and progress of other work threat, which may affect the performance of this contract. The Contractor shall verify all necessary measurements and elevation in the field.

2. The Contractor shall notify the Director of Public Works, in writing, of the following unforeseen conditions, hereinafter called differing Site Conditions, promptly upon their discovery (but in no event later than fourteen (14) days after their discovery) and before they are disturbed:

   a. Subsurface or latent physical conditions at the Site of the Work differing materially from those indicated, described, or delineated in the Contract Documents, including those reports discussed in this Section 304, Articles B, C and E.

3. The Director of Public Works will review the pertinent conditions and determine the necessity of obtaining additional explorations or tests with respect thereto.

4. If the Director of Public Works concludes that because of newly discovered conditions a change in the Contract Documents is required, a Change Order will be issued as provided in Article 310 to reflect and document the consequences of the difference.

5. In each such case, an increase or decrease in the Contract Price or an extension or shortening the Contract Times, or any combination thereof, will be allowable to the extent that they are attributable to any such difference. If the Director of Public Works and the Contractor are unable to agree as to the amount or length thereof, a claim may be made therefore as provided in Articles 317.T.

6. The Contractor's failure to give notice of differing Site conditions within fourteen (14) days of their discovery and before they are disturbed shall constitute a waiver of all claims in connection therewith, whether direct or consequential in nature.

E. Hazardous Materials

1. City shall be responsible for any Asbestos, Hazardous Waste, Petroleum, or Radioactive Material uncovered or revealed at the Site which was not shown or indicated in Drawings or Specifications or identified in the Contract Documents to be within the scope of the work and which may present a substantial danger to persons or property exposed thereto in connection with the work at the Site. City will not be responsible for any such material brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible.

   a. Upon discovery of any Asbestos, Hazardous Waste, Petroleum, or Radioactive Material, the Contractor shall immediately stop all work in any area affected thereby (except in an emergency as required by Article 306.M) and notify Director of Public Works (and therefore confirm such notice in writing). Contractor shall not be required to resume any work in any such affected area until after City has obtained any required permits related thereto and delivered to Contractor special written notice. Such written notice will specify that such condition and any affected area is or has been rendered safe for the resumption of the work or specify any special conditions under which the work may be resumed safely. If the Director of Public Works and Contractor cannot agree as to entitlement to or the amount or extent of adjustment, if any, in Contract Price or Contract Times as a result of such work stoppage or such special conditions under which work is agreed by Contractor to be resumed, either party may make a claim therefore as provided in Articles 317.T.

   b. If, after receipt of such special written notice, Contractor does not agree to resume such work based on a reasonable belief it is unsafe, or does not agree to resume such work under special conditions, the Director of Public Works may order such portion of the Work that is in connection with such hazardous condition or in such affected area to be deleted from the Work. If the Director of Public Works and Contractor cannot agree as to entitlement to or the amount or extent of an adjustment, if any, in Contract Price or Contract Times as a result of deleting such portion of the work then either party may make a claim therefore as provided in Articles 310 and 311. City may have such deleted portion of the work performed by City's own forces or others.

2. The provisions of Articles 304.B, 304.C, and 304.D are not intended to apply to Asbestos, Petroleum, Hazardous Waste, or Radioactive Material uncovered or revealed at the Site.

3. Contractor shall comply with all federal, state and local regulations and laws pertaining to hazardous materials or hazardous substances as those terms are defined by any such law or regulation. Contractor shall indemnify, hold harmless, release and defend City, its officers, employees and agents from and against any and all actions, claims, demands, damages, disabilities, losses, costs of clean-up, remediation and/or expenses, including attorney's fees and other defense costs or liabilities of any nature that may be asserted by any person or entity including Contractor arising out of or in any way connected with Contractor's failure to comply with said hazardous substance and/or hazardous materials laws and regulations.

4. Contractor agrees that when work involves digging trenches or other excavations that extend deeper than four (4) feet below the surface, that the Contractor shall promptly notify the public City in writing, before conditions are disturbed, of any of the following:

   a. 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.

   b. Subsurface or latent physical conditions at the site differing from those indicated.

   c. 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.

5. Upon receipt of the notice specified in Article 304.E.1.a above, the City shall promptly investigate the conditions reported, and if the City finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the Contractor's cost of, or the time required for, performance of any part of the work, the City shall issue a change order under the procedures described herein.

6. 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. The 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 Contractor and City.

7. Contractor shall make a diligent visual and, where reasonably indicated, other investigatory and exploratory inspections of the area, property and/or site upon which the work shall be performed. In addition, the Contractor shall make those investigations and inspections reasonably required of the area surrounding the site on which the work will be performed where that surrounding area may be used by the Contractor or affected by the Contractor's work and determine whether or not said surrounding area, as affected by the performance of the work presents a danger or hazard to person or property. If such a danger or hazard is likely to be caused by the performance by the Contractor of the work, the Contractor shall take those steps reasonably necessary to eliminate said danger and hazard, to the extent reasonably feasible, and the Contractor shall indemnify the City in accordance with Article 306.5, below, for any liability arising from Contractor's failure to comply with this Article from injury or damage to property or person located in said surrounding area caused by Contractor's activities hereunder.

305. BONDS AND INSURANCE

A. Bonds

1. Contractor shall, prior to the execution of the contract, furnish two bonds in a form approved by the City, one in the amount of One Hundred Percent (100%) of the contract price to guarantee the faithful performance of the work, and one in the amount of One Hundred Percent (100%) of the contract price to guarantee payment of all claims for labor and materials furnished.

2. City shall not be required to exonerate any surety, release any security relating to satisfactory completion of the improvements until acceptance of proposed public improvements by the City or, in the case of improvements which will not be dedicated to and accepted by City, until the improvements have passed final inspection by City. In addition, release of security or exoneration of sureties will be predicated upon the receipt of required maintenance and/or warranty agreements and security therefore.

3. The surety for such security shall be currently admitted to transact surety insurance by the California Department of Insurance and shall carry a Best's rating of no less than A+. This contract shall not become effective until such bonds are supplied to and approved by the City.

B. Insurance

1. Contractor shall obtain insurance acceptable to the City in a company or companies acceptable to the City and with a Best Rating of no less than A: XIII. The Contractor shall furnish an original or certified copy of insurance certificates and endorsements to the City at the time Contractor returns the

executed contract. The proper insurance shall be provided within ten (10) days of the date of mailing of the notice that the contract has been awarded and prior to the City executing the contract and issuing a notice to proceed. The Contractor shall not commence work nor shall she/he allow his/her employees or Sub-Contractors or anyone to commence work until all insurance required hereunder has been submitted and approved and a notice to proceed has been issued.

2. Without limiting Contractor's indemnification provided hereunder, Contractor shall take out and maintain at all times during the life of this contract, up to the date of acceptance of the work by the City, the following policies of insurance:

   a. Worker's Compensation insurance to cover its employees and the Contractor shall require all Sub-Contractors similarly to provide Worker's Compensation insurance as required by the Labor Code of the State of California for all of the Sub-Contractor's employees. All Worker's Compensation policies shall be endorsed with the provision that it will not be canceled without first giving thirty (30) days prior notice to the City.

   b. In the event any class of employees engaged in hazardous work under this Contract is not protected under Workers' Compensation Statutes, the Contractor shall provide, and shall cause all Sub-Contractor's to provide, adequate and suitable insurance for the protection of its employees not otherwise protected. Such policy must be acceptable to City and shall provide that it will not be canceled without first giving thirty (30) days' notice to City.

   c. Contractor's worker's compensation insurance shall include the following language: "All rights of subrogation are hereby waived against the City of Larkspur, its officers and employees when acting within the scope of their appointment or employment."

   d. Commercial General Liability and Automobile Liability insurance coverage which shall be at least as broad as:

      i. Insurance Services Office Commercial Liability coverage (occurrence form CG 00 01).

      ii. Insurance Services Office form number CA 00 01 covering Automobile Liability, code 1 (any auto). Workers' Compensation Insurance as required by the State of California and Employer's Liability Insurance.

3. Contractor shall maintain insurance limits no less than:

   a. General Liability: $5,000,000 per occurrence for bodily injury, personal and property damage. If Commercial General Liability

Insurance or other form with a general aggregate is used, either the general aggregate limit shall apply separately to this contract or the general aggregate limit shall be twice the required occurrence limit.

b. Automobile Liability: $1,000,000 per accident for bodily injury and property damage.

c. Employer's Liability: $1,000,000 per accident for bodily injury or disease.

4. Each Policy required herein shall be endorsed with the following language

a. The City of Larkspur, its officers, officials, employees, agents and volunteers are named as additional insureds for all liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor and; with respect to liability arising out of the work or operations, whether ongoing or completed, by or on behalf of the named insured.

b. Except for the limits of liability, the inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverages afforded shall apply as though separate policies had been issued to each insured.

c. The insurance provided herein is primary as respects the City, its officers, officials, employees, agents and volunteers, and no insurance held or owned by the City of Larkspur shall be called upon to contribute to a loss.

d. The coverage provided by this policy shall not be canceled without thirty (30) days prior written notice given to the City.

e. This policy does not exclude explosion, collapse, underground excavation hazards or removal of lateral support.

f. Contractor shall furnish the City with original certificates and amendatory endorsements effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

5. In the event the work involves the construction of a building, bridge or other structure, Builder's Risk "All Risk" completed value insurance coverage (including flood but unless otherwise specified in the bid documents excluding earthquake and tidal wave) upon the entire project and including completed work and work in progress shall be obtained and maintained by Contractor throughout the term of this Agreement. The City of Larkspur shall be named as an additional insured. The insurer shall waive all rights of

subrogation against the City. The policy shall be endorsed to provide that it will not be canceled without giving thirty (30) days prior written notice to City by mail. Evidence of said insurance shall be provided to the City as a condition precedent to the effectiveness of this Agreement.

6. Any deductible or self-insured retentions must be declared to and approved by City before the Work is begun.

306. CONTRACTOR'S RESPONSIBILITIES

A. Supervision and Superintendence

1. The Contractor shall supervise, inspect, and direct the work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the work in accordance with the Contract Documents. The Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction and all safety precautions and programs incidental thereto. The Contractor shall be responsible to see that the completed work complies accurately with the Contract Documents.

2. The Contractor shall designate in writing and keep on the Site at all times during the performance of the work a technically qualified, English-speaking superintendent, who is an employee of the Contractor and who shall not be replaced without written notice to the Director of Public Works. The superintendent will be the Contractor's representative at the Site and shall have authority to act on behalf of the Contractor. All communications given to the superintendent shall be as binding as if given to the Contractor.

3. The Contractor's superintendent shall be present at the Site at all times while work is in progress and shall be available by phone for emergencies 24 hours per day, 7 days per week. Failure to observe this requirement shall be considered suspension of the Work by the Contractor until such time as such superintendent is again present at the Site.

B. Labor, Materials, and Equipment

1. The Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. The Contractor shall furnish, erect, maintain, and remove the construction facility and any required temporary works. The Contractor shall at all times maintain good discipline and order at the Site.

a. Except as otherwise provided in this Article, the Contractor shall receive no additional compensation for night work, weekend work, overtime work, i.e., work in excess of eight (8) hours in any one (1) calendar day or forty (40) hours in any one calendar week, even though such overtime work may be required under emergency conditions and may be ordered by the Director of Public Works in

writing. Additional compensation will be paid to the Contractor for overtime work only in the event extra work is ordered by the Director of Public Works and the Change Order specifically authorizes the use of overtime work and then only to such extent as overtime wages are regularly being paid by the Contractor for overtime work of a similar nature in the same locality.

b. All increased costs of inspection and testing performed during night, weekend or overtime work by the Contractor which is allowed solely for the convenience of the Contractor shall be borne by the Contractor. The City has the authority to deduct the cost of all such inspection and testing from any partial payments otherwise due to the Contractor.

c. Unless otherwise specified in the Contract Documents, the Contractor shall furnish and assume full responsibility for all materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, lubricants, power, light, heat, telephone, water, sanitary facilities, and all other facilities, consumables, and incidentals necessary for the furnishing, performance, testing, start-up, and completion of the Work.

d. All materials and equipment incorporated into the Work shall be of specified quality and new, except as otherwise provided in the Contract Documents. All warranties and guarantees specifically called for by the Specifications shall expressly run to the benefit of the City. If required by the Director of Public Works, the Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind and quality of materials and equipment. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with the instructions of the applicable Supplier except as otherwise provided in the Contract Documents; but no provisions of any such instructions will be effective to assign to the City or any of its consultants, agents, or employees, any duty or authority to supervise or direct the furnishing or performance of the Work.

e. Equipment or material which is provided, but fails to comply with the requirements of the Contract Documents, shall be removed and replaced with complying equipment or material, at the Contractor's sole expense, provided however, that if the progress of the work is such as to make removal impractical, the City shall have the right to accept it and reduce the contract price by an amount equivalent to the difference in its value and the complying equipment or material. The Director of Public Works may perform such factory or field tests as are deemed necessary to verify that equipment or material meets

the performance standards set forth in the Contract Documents. The Contractor shall be permitted to witness such tests.

C. Schedule

1. Prior to the commencement of work, the Contractor shall furnish an initial schedule stating the order and tentative dates in which the work will be performed. This schedule shall be updated on a day-to-day basis.

2. The Contractor shall comply with the schedule requirements.

3. If at any time during the performance of the Work, in the opinion of the Director of Public Works, the Contractor's progress on any phase of the work shall fall behind that necessary to enable the Contractor to complete it by the date or dates guaranteed in the Contractor's bid and the schedule requirements, (as adjusted for the extension of time, if any, to which the Contractor is entitled under the provisions of Article 312) or if the Work, tools, plant or equipment of the Contractor appears to be or is insufficient, inefficient or inappropriate to secure the quality of the Work required, the Director of Public Works may order the Contractor, at no extra expense to the City, to take such action as the Director of Public Works deems necessary in order:

   a. To meet those completion dates, including but not limited to, working additional or longer shifts and employing more labor and equipment.

   b. To increase the efficiency of, improve the character of, augment the number of or to substitute new tools, plant or equipment of the Contractor as the case might be so as to secure the quality of Work required.

4. The Contractor must conform to any such order, but the failure of the Director of Public Works to so order shall not relieve the Contractor of his/her obligation to secure the Work within the time schedule and of the quality required by the Contract Documents.

5. If the progress of the Work falls behind schedule, the Contractor shall submit a recover program to the Director of Public Works for bringing the work back on schedule so the critical dates will be maintained. Any overtime or multiple shift operations required to meet the scheduled and guaranteed completion dates shall be provided at no additional cost to the City. The Contractor shall submit his/her recovery program with his/her progress payment request to the Director of Public Works who shall approve the recover schedule and program prior to processing the progress payment request.

D. Substitutes or "Or Equal" Items

1. Contractor shall submit proposed substitutes or "or equal" items in accordance with the Bidding Requirements.

E. Concerning Sub-Contractors, Suppliers, and Others

1. The Contractor shall perform, directly and without subcontracting, not less than twenty-five percent (25%) of the Work, to be calculated on the basis of the total contract price.

2. The Contractor shall be responsible to the City for the acts and omissions of its Subcontractors, Suppliers, and their employees to the same extent as Contractor is responsible for the acts and omissions of its own employees. Nothing contained in this Article shall create any contractual relationship between any Subcontractor and the City nor relieve the Contractor of any liability or obligation under the Contract Documents. The Contractor shall include these General Provisions and the Supplementary General Provisions as part of all its subcontract and supply agreements.

3. Bids must be in accordance with the requirements of the Subletting and Subcontracting Fair Practices Act, California Public Contract Code Section 4100 and following. Bids must include a completed list of proposed subcontractors on the form included in the bid package. In accordance with California Public Contract Code Section 4104, completed lists of proposed subcontractors must include the name, business location, the portion (type or trade), and dollar amount of the Project work to be subcontracted for each subcontractor that will perform a portion of the Project work (including special fabrication and installation of a portion of the work) valued in excess of one half of one percent of the total Project bid price. If the Project work includes construction of streets or highways, the completed list of proposed subcontractors must include the subcontractor name, business location, type of work and dollar amount to be subcontracted for each subcontractor that will perform a portion of the Project work (including special fabrication and installation of a portion of the work) valued in excess of one half of one percent of the total Project bid price, or ten thousand dollars ($10,000), whichever is greater.

4. In accordance with California Public Contract Code Section 4106, for any portion of the Project work with a value of more than one half of one percent of the total Project bid price for which no subcontractor is listed, or for which more than one subcontractor is listed, bidders certify by submitting their bids that they are qualified to perform that portion of the Project work and that they will perform that portion of the Project work with their own forces. Bidders may not substitute another subcontractor for a subcontractor listed in their bid except as permitted by the City in accordance with Section 4107 and following of the California Public Contract Code.

5. Subcontractors of any tier shall not subcontract any part of the Work without first obtaining the approval of the Contractor and the City. All requests for subcontract or sub-contract approval shall be made in writing.

F. Permits

1. The Contractor shall obtain and pay for all construction permits and licenses from the agencies having jurisdiction, including the furnishing of insurance and bonds if required by such agencies. The enforcement of such requirements shall not be made the basis for claims for additional compensation by Contractor. When necessary, the City will assist the Contractor, in obtaining such permits and licenses. The Contractor shall pay all charges of utility owners for inspection or connections to the Work.

G. Patent Fees and Royalties

1. The Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the work or the incorporation in the work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if to the actual knowledge of the Director of Public Works its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights will be disclosed by the Director of Public Works in the Contract Documents. The Contractor's indemnification obligation under this Section herein, for all claims and liabilities arising out of any infringement of patent rights or copyrights incident to the use in the performance of the work resulting from the incorporation in the work of any invention, design, process, product or device not specified in the Contract Documents shall be in accordance with Article 306.S of these General Provisions.

H. Laws and Regulations

1. The Contractor must comply with all Laws and Regulations which in any manner affect those engaged or employed on the work, the materials used in the work and, or the conduct of the work. If any discrepancy or inconsistency should be discovered between the Contract Documents and any such Laws or Regulations, the Contractor shall report the same in writing to the Director of Public Works. Any particular Law or Regulation specified or referred to elsewhere in the Contract Documents shall not in any way limit the obligation of the Contractor to comply with all other provisions of federal, state, and local laws and regulations. The Contractor's indemnification obligations for all claims or liability arising from violation of any such law, ordinance, code, order, or regulation, whether by Contractor or by its employees, Subcontractors or Suppliers shall be in accordance with Article 306.S of these General Provisions.

I. Taxes

1. The Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by the Contractor in accordance with the laws and

regulations of the place of the Project which are applicable during the performance of the work.

J. Use of Permits

1. The Contractor shall confine construction equipment, the storage of materials and equipment, and the operations of workers to the Site, the land and areas identified in and permitted by the Contract Documents, and the other land and areas permitted by Laws and Regulations, rights-of-way, permits, and easements. The Contractor shall assume full liability and responsibility for any damage to any such land or area, or to the owner or occupant thereof or of any land or areas contiguous thereto, resulting from the performance of the work. Should any claim be made against the City by any such owner or occupant because of the performance of the work, the Contractor shall promptly attempt to settle with such other party by agreement or otherwise resolve the claim through litigation at the Contractor's sole liability expense. The Contractor's indemnification obligations for all claims and liability, arising directly, indirectly, or consequentially out of any action, legal or equitable, brought by any owner or occupant against the City, its consultants, sub-consultants, and the officers, directors, employees and agents of each and any of them to the extent caused by or based upon the Contractor's performance of the work shall be in accordance with Article 306.S of these General Provisions.

K. Safety and Protection

1. The Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work. The Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

   a. All persons at the Site and other persons and organizations who may be affected thereby;

   b. All the work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and

   c. Other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of the performance of the work.

2. The Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property or to the protection of persons or property from damage, injury, or loss and shall erect and maintain all necessary safeguards for such safety and protection. The Contractor shall notify owners of adjacent property and utilities when execution of the work may affect them, and shall cooperate with them in the protection, removal,

relocation, and replacement of their property. Contractor's duties and responsibilities for safety and for protection of the work shall continue until such time as all the work is completed and Director of Public Works has issued a notice to the Contractor in accordance with Article 314.I that the work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

3. The Contractor shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

4. Materials that contain hazardous substances or mixtures may be required on the work. A Material Safety Data Sheet shall be made available at the Site by the Contractor for every hazardous product used.

5. Material usage shall strictly conform to OSHA safety requirements and all manufacturer's warnings and application instructions will be listed on the Material Safety Data Sheet and on the product container label.

6. The Contractor shall be responsible for the exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

7. The Contractor shall notify the Director of Public Works if it considers a specified product or its intended use to be unsafe. This notification must be given to the Director of Public Works prior to the product being ordered, or if provided by some other party, prior to the product being incorporated in the work.

8. As part of its efforts to offer the least possible obstruction and inconvenience to the public, the Contractor shall perform the following tasks:

    a. In order to expedite the passage of public traffic through or around the work and where ordered by the Director of Public Works, the Contractor shall install signs, lights, flares, and barricades, and shall furnish a minimum of two flaggers for the sole convenience and direction of public traffic. Also where directed by the Director of Public Works, the Contractor shall provide and station competent flaggers whose sole duty shall consist of directing the movement of traffic through and around the work. Where directed by the Director of Public Works, the flaggers shall be equipped with two-way radios.

    b. The Contractor shall hand deliver a written notice, approved by the Director of Public Works, to all residences and/or businesses fronting each Work location, and as may be indicated on the plans, detailing the scope and time schedule for upcoming Work. This notice shall be

delivered five (5) calendar days prior to commencing Work at any particular location.

c. Streets shall be posted with temporary "NO PARKING" signs. Signs shall be supplied by the Contractor and shall clearly indicate the date and hours that parking will not be allowed. Signs shall be posted forty eight (48) hours in advance of parking restrictions.

d. A Traffic Control and Management Plan and the written notice to residents shall be submitted to the Director of Public Works for approval a minimum of seven (7) calendar days prior to proposed commencement.

L. Protection of Property

1. The Contractor shall take all necessary precautions to protect the Work against adverse weather conditions.

2. The Director of Public Works may order the Contractor to suspend any Work that may be subject to damage by weather conditions. No extra payment will be made for any such delay due to suspension of Work.

3. The above stipulation shall not relieve the Contractor of his/her responsibility for damages done by the weather conditions when, in the opinion of the Director of Public Works, proper protection of the Work was not made.

M. Emergencies

1. In emergencies affecting the safety or protection of persons or the work or property at the Site or adjacent thereto, Contractor, without special instruction or authorization from Director of Public Works, is obligated to immediately act to prevent threatened damage, injury, or loss. Contractor shall give Director of Public Works prompt written notice if Contractor believes that any significant changes in the work or variations from the Contract Documents have been caused thereby. If Director of Public Works determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Change Order will be issued to document the consequences of such action.

N. Submittals

1. After checking and verifying all field measurements, the Contractor shall submit to the Director of Public Works for review all shop drawings.

2. The Director of Public Works' review will be only to determine if the items covered by the submittals will, after installation or incorporation in the work, generally conform to the Contract Documents and with the design concept of the completed Project.

3. The Contractor shall also submit to the Director of Public Works for review all samples.

4. Before submittal of each shop drawing or sample, the Contractor shall have determined and verified all quantities, dimensions, specified performance criteria, installation requirements, materials, catalog numbers, and similar data with respect thereto and reviewed or coordinated each shop drawing or sample with other shop drawings and samples and with the requirements of the work and the Contract Documents.

O. Continuing the Work

1. The Contractor shall carry on the work and adhere to the progress schedule during all disputes or disagreements with the Owner. No work shall be delayed or postponed pending resolution of any disputes or disagreements, except as the Contractor and the Owner may otherwise agree in writing.

P. Contractor's General Warranty and Guarantee

1. Contractor guarantees all of the Work for one year from the date the City accepts the Work. Upon receiving written notice of a need for repairs which are directly attributable to defective materials or workmanship the Contractor must make good any defects arising or discovered in any part of the Work by diligently commencing the necessary repairs within seven (7) days from the date of notice from the City. If the Contractor fails to make good any defects in the Work in accordance with this provision, in addition to any other available remedy under the contract or at law or equity, the City may make good or have made good such defects in the Work and deduct the cost from amounts that may be due or become due the Contractor, and/or call on the Contractor's Defective Material and Workmanship bond for the cost of making good such defects and for the City's reasonable legal costs, if any, of recovering against the bond. The Contractor will remain responsible for repairing any Work found to be defective regardless of when such defect is discovered by the City.

2. Contractor's obligation to perform and complete the work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the work in accordance with the Contract Documents:

   a. Observations by Director of Public Works;

   b. Recommendation by Director of Public Works or payment by City of any progress or final payment;

   c. The issuance of a Certificate of Completion by the City;

   d. Use or occupancy of the work or any part thereof by the City;

   e. Any acceptance by City or any failure to do so;

f. Any review and approval of a Shop Drawing or Sample submittal or the issuance of a notice or acceptability by Director of Public Works pursuant to Article 306.N;

g. Any inspection, test, or approval by others; or

h. Any correction of Defective Work by City.

Q. As-Built Drawings

1. The Contractor shall markup clearly and legibly one set of paper prints to show the As-Built conditions. They shall include all information as shown on the contract set of clean drawings and a record of all deviations, modifications, or changes from those drawings, however minor, which were incorporated in the work, all additional work not appearing on the contract drawings and all changes which are made after the final inspection of the contract work. These As-Built marked prints shall be kept current and available on the job site at all times. All changes from the contract plans which are made in the work or additional information which might be uncovered in the course of construction shall be accurately and neatly recorded as they occur by details and notes. No construction work shall be concealed until it has been inspected, approved and recorded. The As-Built marked prints will be jointly inspected for accuracy and completeness by the Director of Public Works and a responsible representative of the construction Contractor prior to submission of the monthly pay estimate. Failure to keep the As-Built marked prints on a current basis shall be sufficient justification to suspend progress payments. The drawings shall show the following information, if applicable, but not be limited thereto:

a. The location of any utility lines or other installations of any kind or description known to exist within the construction area. The location includes dimensions to permanent features.

b. The location and identification of all surface installations within 10 feet of the construction area.

c. The location and dimensions of any changes within the building or structure.

d. Correct grade or alignment of roads, structures, or utilities if any changes were made from contract plans.

e. Correct elevations if changes were made in site grading.

f. Change in details of design or additional information obtained from working drawings specified to be prepared or furnished by the Contractor including but not limited to fabrication, erection, installation plans and placing details, pipe sizes, insulation material, dimensions of equipment foundations, etc.

g. The topography and grades of all drainage installed or affected as part of the project construction.

h. All changes or modifications which result from the final inspection.

2. The As-Built marked prints shall be delivered to the Director of Public Works at the time of final inspection for his/her review and approval. All approval and acceptance of As-Built drawings shall be accomplished before final payment is made to the Contractor.

R. Cooperation and Coordination with Property Owners

1. The Contractor shall schedule his/her work to minimize inconvenience or disruption of residences during the course of the work. Any private property which is disturbed by the work shall be repaired to its original condition and to the satisfaction of the Director of Public Works. The cost of said repairs shall be included in the prices paid for the various items of work and no extra compensation shall be allowed.

S. Indemnification

1. To the extent permitted by law, Contractor shall indemnify, hold harmless, release and defend City, its officers, employees and agents from and against any and all actions, claims, demands, damages, disability, losses, failure to comply with any current or prospective laws, expenses including attorney's fees and other defense costs or liabilities of any nature that may be asserted by any person or entity including Contractor from any cause whatsoever including another's concurrent negligence arising out of or in any way connected with the activities of Contractor, his/her Sub-Contractor, employees and agents hereunder and regardless of City's passive negligence. Contractor shall be solely responsible and save City harmless from all matters relative to payment of his/her employees including compliance with Social Security, withholding, etc.

2. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable by or for Contractor under Worker's Compensation, disability or other employee benefit acts, acceptance of insurance certificates required under this agreement, or the terms, applicability or limitations of any insurance held by Contractor.

307. OTHER WORK

A. Related Work at Site

1. The City may perform other work related to the Project at the Site by the City's own forces, have other work performed by utility owners, or let other direct contracts for such other work and shall not constitute the basis for any additional claims by the Contractor. If the fact that such other work is to be

performed was not noted in the Contract Documents, written notice thereof will be given to the Contractor prior to starting any such other work.

2. The Contractor shall afford each person who is performing the other work (including the City's employees) proper and safe access to the Site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work, and shall properly coordinate the work with theirs. The Contractor shall do all cutting, fitting, and patching of the work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. The Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering their work and will only cut or alter their work with the written consent of the Director of Public Works and the others whose work will be affected.

3. If the proper execution or results of any part of the Contractor's work depends upon such other work by another, the Contractor shall inspect and report to the Director of Public Works in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for such proper execution and results. The Contractor's failure to report such delays, defects, or deficiencies will constitute an acceptance of the other work as fit and proper for integration with the Contractor's work except for latent or non-apparent defects and deficiencies in the other work.

B. Coordination

1. The City may enter into certain contracts with others requiring concurrent operations at the site and within the facilities occupied and under construction by the Contractor.

2. It shall be the Contractor's responsibility to schedule his/her work as to afford reasonable access and opportunity for the execution of work by others and to integrate, connect, and coordinate his/her work with that of others.

3. The Contractor shall report, in writing, to the Director of Public Works, the improper execution, or un-readiness of work by others, upon which Contractor's Work depends. The failure to ascertain and give written notice of the unsuitability thereof shall constitute acceptance of others' work except as such defects may be of a latent nature and develop after completion of the Contractor's Work.

308. CITY'S RESPONSIBILITIES

A. Payments

1. The City will make payments to the Contractor as provided in Article 314.

B. Reports and Drawings

1. The City will identify and make available to the Contractor copies of reports of physical conditions at the Site and drawings of existing structures which have been utilized in preparing the Contract Documents as set forth in Article 304.

C. Change Orders

1. The City will execute Change Orders as indicated in Article 310.

D. Inspections and Tests

1. The City's responsibility for inspections and tests is set forth in Article 313.C.

E. Suspension of Work

1. The City's right to stop work or suspend work is set forth in Articles 313.D and 315.B.

F. Termination of Agreement

1. The City's right to terminate services of the Contractor is set forth in Articles 315.C, 315.D and 315.E.

G. Limitations on City's Responsibilities

1. The City shall not supervise, direct or have control or authority over, nor be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the furnishing or performance of the work. City will not be responsible for Contractor's failure to perform or furnish the work in accordance with the Contract Documents.

H. Undisclosed Hazardous Environmental Conditions

1. City's responsibility in respect to an undisclosed hazardous environmental condition is set forth in Article 304.E.

309. DIRECTOR OF PUBLIC WORKS STATUS DURING CONSTRUCTION

A. The Director of Public Works shall decide all questions which may arise as to the quality and acceptability of the final work product and shall decide all questions which may arise as to the interpretations of the plans and specifications, and all questions of the plans and specifications, and all questions as to the acceptable fulfillment of the contract on the part of the Contractor and as to compensation. His/her decision shall be final.

310. CHANGES IN THE WORK

A. General

1. The City may at any time it deems necessary or desirable, require changes in the Work called for by the Contract Documents. Changes and other

amendments to the Contract Documents may be made only by a writing executed by authorized representatives of the City and the Contractor.

2. All proposed change orders must be submitted on completed Change Order forms provided in the Contract Documents. If applicable, such proposed change orders must itemize all cost impacts of the proposed change order and include a total price for that change order and the amended Contract Price that would become effective upon execution of the change order. All proposed change orders must also specify any change in the Project schedule, or in any project milestone including, but not limited to, the Time for Completion, under the change order.

3. The Director of Public Works will notify the Contractor in writing of the details of the change. No increase in the contract price or extension of contract time will be made for a change if the Contractor does not advise the Director of Public Works in writing within five (5) days after receipt of the notification of change, that additional cost and/or time extension will be required to make the change. Contractor shall submit to the City a detailed breakdown of the additional costs and/or time extension required to make the change within fifteen (5) days of notification of change.

4. No work shall commence on any change requested by the Director of Public Works until there is mutual agreement on cost or the method of determining cost is established in writing.

5. If notice of any change in the Work is required to be given to a surety, the giving of any such notice shall be the Contractor's responsibility. If the change in the Work affects the Contract Price, the City may require an adjustment to the amount of any applicable bond and the amount of each applicable bond shall be adjusted accordingly.

6. Notwithstanding the foregoing, the Director of Public Works may, at any time, issue instruction to the Contractor requiring minor changes in the Work or schedule that are not inconsistent with the general intent of the Contract Documents, at no extra cost to the City.

7. Quantity Variations

B. Work for which the Contractor has submitted unit prices in his/her bid shall be paid for at the unit price for each unit of work actually completed.

311. CHANGE OF CONTRACT PRICE

A. General

1. The Contract Price constitutes the total compensation payable to the Contractor performing the work. All duties, responsibilities, and obligations assigned to or undertaken by the Contractor to complete the work shall be at its expense without change in the Contract Price.

2. The Contract Price may only be changed by a Change Order. The value of any work covered by a Change Order or of any claim for an increase or decrease in the Contract Price shall be determined in one of the following ways:

   a. Where the work involved is covered by unit prices contained in the Contract Documents, by application of unit prices to the quantities of the items involved;

   b. By mutual acceptance of a lump sum, which may include an allowance for overhead and profit not necessarily in accordance with Article 311.D; or

   c. On the basis of the cost of work (determined as provided in Article 311.C) plus the Contractor's overhead and profit (determined as provided in Article 311.D).

3. Any claim for an increase in the Contract Price shall be based on written notice delivered by the Contractor to the Director of Public Works promptly (but in no event later than ten (10) days) after the start of the event giving rise to the claim and shall state the general nature of the claim. Notice of the amount of the claim with supporting data shall be delivered within sixty (60) days after the start of such event (unless the Director of Public Works allows an additional period of time to ascertain more accurate data in support of the claim) and shall be accompanied by the Contractor's written statement that the amount claimed covers all known amounts (direct, indirect, and consequential) to which the Contractor is entitled as a result of such event. All claims for adjustment in the Contract Price will be determined by the Director of Public Works. No claim for an adjustment in the Contract Price will be valid if not submitted in accordance with this Article 311.A.2.a.

B. Costs Relating to Weather

1. The Contractor shall have no claims against the City for damages for any injury to work, materials, or equipment, resulting from the action of the elements. If, however, in the opinion of the Director of Public Works, the Contractor has made all reasonable efforts to protect the materials, equipment, and work, the Contractor may be granted a reasonable extension of Contract Times to make proper repairs, renewals, and replacement of the work, materials, or equipment.

C. Cost of Work

1. General: The term "cost of work" means the sum of all costs necessarily incurred and paid by the Contractor for labor, materials, and equipment in the proper performance of extra 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, shall include only the following items and shall not include any of the costs itemized in Article 311.E.

2. Labor: The costs of labor will be the actual cost for wages prevailing for each craft or type of workers performing the extra work at the time the extra work is done, plus employer payments of payroll taxes, workers compensation insurance, liability insurance, health and welfare, pension, vacation, apprenticeship funds, and other direct costs resulting from federal, state or local laws, as well as assessments or benefits required by lawful collective bargaining agreements. Labor costs for equipment operators and helpers will be paid only when such costs are not included in the invoice for equipment rental. The labor costs for foremen shall be proportioned to all of their assigned work and only that applicable to extra work shall be paid. Nondirective labor costs including superintendence shall be considered part of the markup set out in Article 311.D.

3. Materials: The cost of materials reported shall be at invoice or lowest current price at which materials are locally available and delivered to the Site in the quantities involved, plus the cost of freight, delivery and storage, subject to the following:

    a. All trade discounts and rebates shall accrue to the City, and the Contractor shall make provisions so that they may be obtained;

    b. 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 Director of Public Works. Except for actual costs incurred in the handling of such materials, markup will not be allowed;

    c. 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 extra work items or the current wholesale price for such materials delivered to the Site, whichever price is lower; and

    d. If in the opinion of the Director of Public Works the cost of material is excessive, or the Contractor does not furnish satisfactory evidence of the cost of such material, then the cost shall be deemed to be the lowest current wholesale price for the quantity concerned delivered to the Site less trade discount. The City reserves the right to furnish materials for the extra work and no claim will be allowed by the Contractor for costs and profit on such materials.

    e. Equipment: The Contractor will be paid for the use of equipment at the rental rate listed for such equipment specified. Such rental rate will be used to compute payments for equipment whether the equipment is under the 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 will be the

rate resulting in the least total cost to the City for the total period of use. If it is deemed necessary by the Contractor to use equipment not listed in the publication specified, an equitable rental rate for the equipment will be established by the Director of Public Works. The Contractor may furnish cost data which might assist the Director of Public Works in the establishment of the rental rate. Payment for equipment shall be subject to the following:

f. All equipment shall, in the opinion of the Director of Public Works, be in good working condition and suitable for the purpose for which the equipment is to be used;

g. Before construction equipment is used on the extra work, the Contractor shall plainly stencil or stamp an identifying number thereon at a conspicuous location, and shall furnish to the Director of Public Works, in duplicate, a description of the equipment and its identifying number;

h. Unless otherwise specified, manufacturer's ratings and manufacturer approved modifications shall be used to classify equipment for 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; and

i. Individual pieces of equipment or tools having a replacement value of five hundred dollars ($500) or less, whether or not consumed by use, will be considered to be small tools and no payment will be made therefor.

4. Equipment Rental Time: The rental time to be paid for equipment on the Site will be the time the equipment is in productive operation on the extra work being performed and, in addition, will include the time required to move the equipment to the location of the extra 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 extra work, even though located at the Site of the extra work. Loading and transporting costs will be allowed, in lieu of moving time, when the equipment is moved by means other than its own power, except that no payment will be made for loading and transporting costs when the equipment is used at the Site of the extra work on other than the extra work. Rental time will not be allowed while equipment is inoperative due to breakdowns. The rental time of equipment on the work Site will be computed subject to the following:

a. When hourly rates are listed, any part of an hour less than thirty (30) minutes of operation will be considered to be half-hour of operation,

and any part of an hour in excess of thirty (30) minutes will be considered one hour of operation;

b. When daily rates are listed, any part of a day less than four hours operation will be considered to be half-day of operation. When owner-operated equipment is used to perform extra work to be paid for on a time and materials basis, the Contractor will be paid for the equipment and operator, as set forth in Articles 303, 304 and 305, following;

c. Payment for the equipment will be made in accordance with the provisions in Article 311.C.4, herein;

d. Payment for the cost of labor and subsistence or travel allowance will be made at the rates paid by the Contractor to other workers operating similar equipment already on the Site, or in the absence of such labor, established by collective bargaining agreements for the type of workmen and location of the extra work, whether or not the operator is actually covered by such an agreement. A labor surcharge will be added to the cost of labor described herein accordance with the provisions of Article 311.C.2, herein, which surcharge shall constitute full compensation for payments imposed by state and federal laws and all other payments made to or on behalf of workers other than actual wages; and

e. To the direct cost of equipment rental and labor, computed as provided herein, will be added the allowances for equipment rental and labor as provided in Article 311.C, herein.

5. Special Services: Special work or services are defined as that work characterized by extraordinary complexity, sophistication, innovation, or a combination of the foregoing attributes which are unique to the construction industry. The Director of Public Works will make estimates for payment for special services and may consider the following:

a. When the Director of Public Works and the Contractor, determine that a special service or work is required which cannot be performed by the forces of the Contractor or those of any of its Subcontractors, the special service or work may be performed by an entity especially skilled in the work to be performed. After validation of invoices and determination of market values by the Director of Public Works, invoices for special services or work based upon the current fair market value thereof may be accepted without complete itemization of labor, material, and equipment rental costs;

b. When the Contractor is required to perform work necessitating special fabrication or matching process in a fabrication or a machine shop facility away from the Site, the charges for that portion of the

work performed at the off-site facility may, by agreement, be accepted as a special service and accordingly, the invoices for the work may be accepted without detailed itemization; and

c. All invoices for special services will be adjusted by deducting all trade discounts. In lieu of the allowances for overhead and profit specified in Article 11.4, herein, an allowance of fifteen percent (15%) will be added to invoices for special services.

6. Sureties. All work performed hereunder shall be subject to all provisions of the Contract Documents and the Contractor's sureties shall be bound with reference thereto as under the original Agreement. Copies of all amendments to Bonds or supplemental Bonds shall be submitted to the City for review prior to the performance of any work hereunder.

7. When payment is made on a force account basis the amount shall be determined in accordance with Sections 9-1.03 through 9-1.03D of the State Specifications, except that actual payroll taxes and required contributions will be used in lieu of the labor surcharge specified in the Section 9-103A (1b).

D. Contractor's Overhead and Profit

1. Extra work ordered on the basis of time and materials will be paid for at the actual necessary cost as determined by the Director of Public Works, plus allowances for overhead and profit. The allowance for overhead and profit will include full compensation for superintendence, taxes, field office expense, extended overhead, home office overhead, and all other items of expense or cost not included in the cost of labor, materials, or equipment provided for under Article 311.C. The allowance for overhead and profit will be made in accordance with the following schedule:

<u>Overhead and Profit Allowance</u>

Labor	20 percent
Materials	15 percent
Equipment	15 percent

To the sum of the costs and markups provided for in this Article, an additional two (2%) percent of the sum will be added as compensation for Bonds and insurance.

2. It is understood that labor, materials, and equipment for extra work may be furnished by the Contractor or by the Subcontractor on behalf of the Contractor. When all or any part of the extra work is performed by a Subcontractor, the allowance specified herein will be applied to the labor, materials, and equipment costs of the Subcontractor, to which the Contractor may add five(5%) percent of the Subcontractor's total cost for the extra work. Regardless of the number of hierarchical tiers of Subcontractors,

the five (5%) percent increase above the Subcontractor's total cost which includes the allowances for overhead and profit specified herein may be applied one time only.

E. Excluded Costs

1. The term "cost of the work" shall not include any of the following:

a. Payroll costs and other compensation of Contractor's officers, executives, proprietors, partners, principals, general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expediters, timekeepers, clerks, and other personnel employed by Contractor whether at the Site or in Contractor's principal or a branch office for general administration of the work all of which are to be considered administrative costs covered by the Contractor's allowance for overhead and profit;

b. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site;

c. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the work and charges against Contractor for delinquent payments;

d. Cost of premiums for all Bonds and for all insurance whether or not Contractor is required by the Contract Documents to purchase and maintain the same (except as provided by Article 311.D above);

e. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of Defective Work, disposal of materials or equipment wrongly supplied, and making good any damages to property; and

f. Other overhead or general expense costs of any kind and the cost of any item not specifically and expressly included in Article 311.D.

F. Contractor's Extra Work Report

1. In order to be paid for extra work, the Contractor must submit a daily extra work report on the form approved by the Director of Public Works. The form must be completely filled out based on the provisions of Articles 311.C through 11.5 and signed by the Contractor and Director of Public Works at the end of each work day. Failure to complete the form and obtain appropriate signatures by the next working day after the extra work of the previous day was completed will result in Contractor's costs for extra work being disallowed.

312. CHANGE OF CONTRACT TIMES

A. General

1. The Contract Times may only be changed by a Change Order. Any claim for an extension of the Contract Times shall be based on written notice delivered by the Contractor to the Director of Public Works promptly (but in no event later than two (2) days) after the start of the event giving rise to the claim and stating the general nature of the claim. Notice of the extent of the claim with supporting data shall be delivered within five (5) days after the start of such event (unless the Director of Public Works allows an additional period of time for the submission of additional or more accurate data in support of the claim) and shall be accompanied by the Contractor's written statement that the adjustment claimed is the entire adjustment to which the Contractor is entitled as a result of said event. All claims for adjustment in the Contract Times will be determined by the Director of Public Works. No claim for an adjustment in the Contract Times will be valid if not submitted in accordance with the requirements of this Article 312.A.1). An increase in Contract Times does not mean that the Contractor is due an increase in Contract Price. Only compensable time extensions will result in an increase in Contract Price.

2. All time limits stated in the Contract Documents are of the essence of the Agreement.

3. When Contractor is prevented from completing any part of the work within the Contract Times (or Milestones) due to delay beyond the control of Contractor, the Contract Times (or Milestones) will be extended in an amount equal to the time lost on the critical path of the work due to such delay, if a claim is made therefore as provided in Article 312. Delays beyond the control of Contractor shall include, but not be limited to, acts or neglect by City; acts or neglect of those performing other work as contemplated by Article 307; and fires, floods, epidemics, abnormal weather conditions, or acts of God. Delays attributable to and within the control of any Subcontractor or Supplier shall be deemed to be delays within the control of the Contractor.

4. In no event will City be liable to Contractor, any Subcontractor, any Supplier, any other person or organization, or to any surety for or employee or agent of any of them, for any increase in the Contract Price or other damages arising out of or resulting from the following:

   a. Delays caused by or within the control of Contractor; or

   b. Delays beyond the control of both City and Contractor including, but not limited to, fires, floods, epidemics, abnormal weather conditions, acts of God, or acts or neglect by those performing other work as contemplated by Article 307.

B. Extensions of Contract Times for Delay due to Weather

1. The Contractor's construction schedule shall anticipate delay due to unusually severe weather. The number of days of anticipated delay is set forth in the Supplementary General Conditions.

2. Contract Times may be extended by the Director of Public Works because of delays in excess of the anticipated delay. The Contractor shall, within ten (10) days of the beginning of any such delay, notify the Director of Public Works in writing and request an extension of Contract Times. The Director of Public Works will ascertain the facts and the extent of the delay and extend the Contract Times when, in its judgment, the findings of the fact justify such an extension.

313. INSPECTIONS AND TESTS; CORRECTION, REMOVAL, OR ACCEPTANCE OF DEFECTIVE WORK

A. Notice of Defective Work

1. Prompt notice of Defective Work known to the Director of Public Works will be given to the Contractor. All Defective Work, whether or not in place, may be rejected, corrected, or accepted as provided in this Article 313. Defective Work may be rejected even if approved by prior inspection.

B. Access to Work

1. Director of Public Works and other representatives and personnel of City, independent testing laboratories, and governmental agencies with jurisdictional interests shall have access to the work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's Site safety procedures and programs so that they may comply therewith as applicable.

C. Inspections and Tests

1. The City reserves the right to conduct such inspection and by such inspectors as it sees fit and hereby requires that such inspectors shall have the right to inspect all Work as it progresses and shall have access to all data relevant to the performance of this Contract. The Contractor shall provide proper facilities for such access and inspection. If the specifications, laws, ordinances, or any public authority require any work to be specifically done, tested, or approved, the Contractor shall give the City's Director of Public Works timely notice of its readiness for inspection. If any work shall be accomplished without approval or consent, it must, if required by the Director of Public Works, be exposed for examination at the Contractor's expense.

D. City May Stop the Work

1. If Defective Work is identified, the Director of Public Works may order the Contractor to stop performance of the work, or any portion thereof, until the cause for such order has been eliminated; however, this right of the Director

of Public Works to stop the work shall not give rise to any duty on the part of the Director of Public Works to exercise this right for the benefit of the Contractor or any other party.

E. Correction or Removal of Defective Work

1. If required by the Director of Public Works, the Contractor shall promptly either correct all Defective Work, whether or not fabricated, installed, or completed, or, if the work has been rejected by the Director of Public Works, remove it from the Site and replace it with non-defective Work. The Contractor shall bear all direct, indirect, and consequential costs and damages of such correction or removal, including but not limited to, fees and charges of Director of Public Works, architects, attorneys, and other professionals made necessary thereby.

F. Acceptance of Defective Work

1. If, instead of requiring correction or removal and replacement of Defective Work, the City prefers to accept the Defective Work, the City may do so. The Contractor shall bear all direct, indirect, and consequential costs attributable to the City's evaluation of and determination to accept such Defective Work. If any such acceptance occurs prior to final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and the City shall be entitled to an appropriate decrease in the Contract Price.

G. City may Correct Defective Work

1. If the Contractor fails within a reasonable time after written notice from the Director of Public Works to correct Defective Work, or to remove and replace Defective Work as required by the Director of Public Works in accordance with Article 313.E.1, or if the Contractor fails to perform the Work in accordance with the Contract Documents, or if the Contractor fails to comply with any other provision of the Contract Documents, the City may, after seven (7) days written notice to the Contractor, correct and remedy any such deficiency.

2. In exercising the rights and remedies under this article, the City shall proceed with corrective and remedial action. In connection with such corrective and remedial action, the City may exclude the Contractor from all or part of the Site, take possession of all or part of the Work, and suspend the Contractor's services related thereto and incorporate in the Work all materials and equipment for which the City has paid the Contractor whether stored at the Site or elsewhere. The Contractor shall provide the City and its Director of Public Works, access to the Site to enable City to exercise the rights and remedies under this Article.

3. All direct, indirect, and consequential cost and damages incurred by the City in exercising the rights and remedies under this Article will be charged against the Contractor and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and the OWNER shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount of the adjustment, the City may make a claim therefore as provided in Article 317.J. Such claim 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 Contractor's Defective Work and all direct, indirect, and consequential damages associated therewith.

4. The Contractor shall not be allowed an extension of Contract Times (or Milestones) because of any delay in the performance of the Work attributable to the exercise by City of City's rights and remedies under this Article.

H. Correction Period

1. The correction period for Defective Work shall be the longer of:

a. One (1) year after the date of final acceptance;

b. Such time as may be prescribed by Laws and Regulations;

c. Such time as specified by the terms of any applicable special guarantee required by the Contract Documents; or

d. Such time as specified by any specific provision of the Contract Documents.

2. If, during the correction period as defined in Article 313.H.1 above, any work is found to be Defective Work, the City shall have the same remedies as set forth in Articles 313.E, 313.F, and 313.G above.

3. Where Defective Work (and damage to other work resulting there from) has been corrected, removed, or replaced under this Article, the correction period hereunder with respect to such work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

314. PAYMENTS TO CONTRACTOR AND COMPLETION

A. Schedule of Values (Lump Sum Price Breakdown)

1. The schedule of values or lump sum price breakdown established as provided in the Bidder's Proposal shall serve as the basis for progress payments and shall be incorporated into a form of "Application for Payment" acceptable to the Director of Public Works.

B. Unit Price Bid Schedule

1. Progress payments on account of unit price work will be based on the number of units completed.

C. Application for Process Payment

1. Unless otherwise prescribed by law, on the twenty fifth (25th) of each month, the Contractor shall submit to the Director of Public Works for review, the Application for Payment filled out and signed by the Contractor covering the Work completed as of the Application for Payment and accompanied by such supporting documentation as is required by the Contract Documents.

2. The Application for Payment shall identify, as a subtotal, the amount of the Contractor total earnings to date.

3. The net payment due the Contractor shall be the above-mentioned subtotal from which shall be deducted the amount of retainage specified in the Supplementary General Conditions and the total amount of all previous payments made to the Contractor.

D. Contractor's Warranty of Title

1. The Contractor warrants and guarantees that title to all Work, materials, and equipment covered by an Application for Payment, whether incorporated in the Work or not, will pass to the City no later than the time of payment, free and clear of all Liens.

E. Review of Applications For Progress Payment

1. The Director of Public Works will, within fourteen (14) days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the application to the City, or return the application to the Contractor indicating in writing the Director of Public Works' Reasons for Refusing to Recommend Payment. In the latter case, the Contractor may make the necessary corrections and resubmit the application. If the Director of Public Works still disagrees with a portion of the application, she/he will submit the application recommending the undisputed portion of the application to the City for payment and provide reasons for recommending non-payment of the disputed amount. Thirty days (30) after presentation of the Application for Payment with the Director of Public Works' recommendation, the amount recommended will (subject to the provisions of Article 314.E) become due and when due will be paid by the City to the Contractor.

2. The Director of Public Works, in its discretion, may refuse to recommend the whole or any part of any payment. Director of Public Works may also refuse to recommend any such payment, or, because of subsequently discovered evidence or the results of subsequent inspections or tests, nullify any such

payment previously recommended, to such extent as may be necessary in Director of Public Works' opinion to protect OWNER from loss because:

a. The work is Defective Work or the completed Work has been damaged requiring correction or replacement.

b. The Contract Price has been reduced by written amendment or Change Order.

c. The City has been required to correct Defective Work or complete Work in accordance with Article 313.G.

d. Director of Public Works has actual knowledge of the occurrence of any of the events enumerated in Article 315.B through 315.E inclusive.

3. The City may refuse to make payment of the full amount recommended by the Director of Public Works because:

a. Claims have been made against the City on account of Contractor's performance or furnishing of the Work.

b. Liens have been filed in connection with the Work, except where Contractor has delivered a specific Bond satisfactory to City to secure the satisfaction and discharge of such Liens.

c. There are other items entitling City to set-off against the amount recommended, or

d. City has actual knowledge of the occurrence of any of the events enumerated in 315.B through 315.E inclusive.

e. The City must give the Contractor immediate written notice stating the reasons for such action and promptly pay the Contractor the amount so withheld, or any adjustment thereto agreed to by City and Contractor, when Contractor corrects to City's satisfaction the reasons for such action.

F. Substantial Completion

1. When the Contractor considers the Work ready for its intended use, the Contractor shall notify the Director of Public Works in writing that the Work is substantially complete. The Contractor shall attach to this request a list of all work items that remain to be completed and a request that the Director of Public Works prepare a Notice of Completion. Within a reasonable time thereafter, the Contractor, and the Director of Public Works shall make an inspection of the Work to determine the status of completion. If the Director of Public Works considers the Work substantially complete, the Director of Public Works will prepare and execute and deliver for City Council approval and recordation the Notice of Completion signed by the Director of Public Works and Contractor, which shall fix the date of Substantial Completion.

G. Partial Utilization

1. The City shall have the right to take possession of, utilize or place into service any item of equipment or other usable portion of the Work prior to completion of the Work. Such possession or use shall not be deemed an acceptance of Work under this Contract. Whenever the City plans to exercise said right, the Contractor will be notified in writing by the Director of public works, identifying the specific portion or portions of the Work to be so utilized or otherwise placed into service.

2. Prior to such use, the City shall furnish the Contractor an itemized list of Work remaining to be performed or corrected on such portions of the project as are to be possessed or used by the Owner, provided that failure to list any item of work shall not relieve the Contractor of responsibility for compliance with this Contract.

3. It shall be understood by the Contractor that until such written notification is issued, all responsibility for care and maintenance of all of the Work shall be borne by the Contractor. Upon issuance of said written notice of Partial Utilization, the City will accept responsibility for the protection and maintenance of all such items or portions of the Work described in the written notice.

4. The Contractor shall retain full responsibility for satisfactory completion of the Work, regardless of whether a portion thereof has been partially utilized by the City of Substantial Completion for the Work. If such use or possession delays the progress of the Work or causes additional expense to the Contractor, an equitable adjustment in the Contract price or time of completion will be made.

H. Final Application for Payment

1. After the Contractor has completed all of the remaining work items referred to in Article 314.F and delivered all maintenance and operating instructions, schedules, guarantees, Bonds, certificates of inspection, marked-up record documents (as provided in the General Requirements), and other documents, all as required by the Contract Documents, and after the Director of Public Works has indicated that the Work is acceptable, the Contractor may make application for final payment following the procedure for progress payments. The final Application for Payment shall be accompanied by all documentation called for in the Contract Documents, together with complete and legally effective releases or waivers (satisfactory to the OWNER) of all Liens arising out of or filed in connection with the Work.

I. Final Payment and Acceptance

1. Final payment will not be made to the Contractor until she/he has furnished evidence satisfactory to the City of the Contractor's payment or provision for

payment of all bills for material, labor, services, etc. incurred in connection with the performance of the Work; and the written consent of the Contractor's surety to release final payment.

2. Final payment will further be contingent on approval of, and acknowledgement by the City that the Contractor has completed all tasks and complied with all conditions of the Contract Documents. Upon approval by the Owner, the final payment will be made to the Contractor.

J. Liquidated Damages

1. It is agreed that Contractor's failure to fully perform the Work by the Time for Completion (as modified by approved extensions) will result in damages being sustained by the City. Such damages are, and will continue to be, impracticable and extremely difficult to determine. For each calendar day in excess of the Time for Completion (as modified by approved extensions), the Contractor shall pay to the City, or have monies withheld from monies to it, liquidated damages of $500.00 per day in accordance with California Government Code Section 53069.85.

K. Release of Retainage and Other Deductions

1. After executing the necessary documents to initiate the Lien period, and not more than forty-five (45) days thereafter (based on a thirty (30)-day Lien filing period and fifteen (15)-day processing time), the City will release to the Contractor the retainage funds withheld pursuant to the Agreement, less any deductions to cover pending claims against the City pursuant to Article 317.T.

2. After filing of the necessary documents to initiate the Lien period, the Contractor shall have thirty (30) days to complete any outstanding items of correction work remaining to be completed or corrected as listed on a final punch list made a part of the Notice of Completion. Upon expiration of the forty-five (45) days, referred to in Article 314.K, the retainage amounts withheld for all remaining work items will be returned to the Contractor; provided that said work has been completed or corrected to the satisfaction of the Director of Public Works within said thirty (30) days. Otherwise, the Contractor does hereby waive any and all claims for all monies withheld by the City under this Agreement to cover two times the value of such remaining uncompleted or uncorrected items.

315. SUSPENSION OF WORK AND TERMINATION

A. Demand for Assurance

1. Each party to this Agreement undertakes the obligation that the other's expectation of receiving due performance will not be impaired. When reasonable grounds for insecurity arise with respect to the performance of either party, the other may, in writing, demand adequate assurance of due performance and until such assurance is received may, if commercially

reasonable, suspend any performance for which the agreed return has not been received. After receipt of a demand for assurance, either party's failure to provide within a reasonable time but not exceeding thirty (30) days, such assurance of due performance as is adequate under the circumstances is a repudiation of this Agreement by that party. Acceptance of any improper delivery of service or payment does not prejudice the aggrieved party's right to demand adequate assurance of future performance.

B. Suspension of Work by City

1. The City may, at any time and without cause, suspend the Work or any portion thereof for a period of not more than ninety (90) days by notice in writing to the Contractor. The Contractor shall resume the Work on receipt of a notice of resumption of work. The Contractor will be allowed an increase in the Contract Price or an extension of the Contract Time, or both directly attributable to any suspension if the Contractor makes an approval claim therefore as provided in Article 317.T.

C. Termination of Agreement by City for Default

1. In the event of default by the Contractor, the Director of Public Works may give seven days written notice to the Contractor of City's intent to terminate the Agreement and provide the Contractor an opportunity to remedy the conditions constituting the default within a specified period of time. It will be considered a default by the Contractor whenever Contractor shall:

   a. Declare bankruptcy, become insolvent, or assign its assets for the benefit of its creditors;

   b. Disregard or violate the Laws or Regulations of any public body having jurisdiction;

   c. Fail to provide materials or workmanship meeting the requirements of the Contract Documents;

   d. Disregard or violate provisions of the Contract Documents or Director of Public Works' instructions;

   e. Fail to execute the Work according to the approval progress schedule;

   f. Fail to provide a qualified superintendent, competent workmen, or materials or equipment meeting the requirements of the Contract Documents; or

   g. Disregard the authority of the Director of Public Works.

2. If the Contractor fails to remedy the conditions constituting default within the time allowed, the Director of Public Works may then issue the notice of termination.

3. In the event the Agreement is terminated in accordance with Article 315.B, herein, the City may take possession of the Work and may complete the Work by whatever method or means the City may select. The cost of completing the Work will be deducted from the balance which would have been due the Contractor had the Agreement not been terminated and the Work completed in accordance with the Contract Documents. If such cost exceeds the balance which would have been due, the Contractor shall pay the excess amount to the City. If such cost is less than the balance which would have been due, the Contractor shall not have claim to the difference.

D. Termination of Agreement by City Without Cause

1. Upon seven days' written notice to the Contractor, the City may, without cause and without prejudice to any other right or remedy of the City, elect to terminate the Agreement. In such case, the Contractor shall be paid (without duplication of any items):

a. For completed and acceptable Work executed in accordance with the Contract Documents, prior to the effective date of termination, including fair and reasonable sums for overhead and profit of such Work;

b. For expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums or overhead and profit on such expenses;

c. For all reasonable claims, costs, losses, and damages incurred in settlement of terminated contracts with Subcontractors, others;

d. For reasonable expenses directly attributable to termination; and

e. Contractor shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

E. Termination of Agreement by City for Convenience

1. This agreement may be terminated for environmental considerations at the discretion of the City. Notice of termination of this Agreement shall be given in writing to Contractor, and shall be sufficient and complete when same is deposited in the United States mail postage prepaid and certified, addressed as set forth in the Agreement. The Agreement shall be terminated upon receipt of the Notice of Termination by Contractor.

2. If City should terminate this Agreement, the Contractor shall be compensated for all work satisfactorily performed prior to time of receipt of cancellation notice, and shall be compensated for materials ordered by the Contractor or his/her employees, or services of others ordered by the

Contractor or his/her employees prior to receipt of notice of cancellation whether or not such materials or final instruments of services of others have actually been delivered, provided that the Contractor or employees are not able to cancel such orders for materials or services of others. Compensation for the Contractor in the event of cancellation shall be determined by the Director of Public Works in accordance with the percentage of project completed and agreed to by the Contractor.

3. In the event of cancellation, all notes, sketches, computations, drawings and specifications, or other data, whether complete or not, produced through the time of the City's last payment shall be relinquished to the City. The City may, at its own expense, make copies or extract information from any such notes, sketches, computations, drawings, and specifications, or other data whether complete or not.

F. Termination of Agreement By Contractor

1. The Contractor may terminate the Agreement upon fourteen (14) days written notice to the Director of Public Works whenever:

a. The Work has been suspended under the provisions of Article 315.B, herein, for more than ninety (90) consecutive days through no fault or negligence of the Contractor, and notice to resume work or to terminate the Agreement has not been received from the Director of Public Works within this time period; or

b. The City should fail to pay the Contractor any monies due him in accordance with the terms of the Contract Documents and within sixty (60) days after presentation to the Director of Public Works by the Contractor of a request therefore, unless within said fourteen (14) day period the City shall have remedied the condition upon which the payment delay was based.

2. In the event of such termination, the Contractor shall have no claims against the City except for those claims specifically enumerated in Article 315.D, herein, and as determined in accordance with the requirements of said article.

316. OBLIGATIONS AND WAIVERS

A. Title to Materials found on the Work

1. The City reserves the right to retain title to all soils, stone, sand, gravel, and other materials developed and obtained from excavations and other operations connected with the Work. Unless otherwise specified in the Contract Documents, neither the Contractor nor any Subcontractor shall have any right, title, or interest in or to any such materials. The Contractor will be permitted to use in the Work, without charge, any such materials which meet the requirements of the Contract Documents.

B. Right to Audit

1. If the Contractor submits a claim to the Director of Public Works for additional compensation, the City shall have the right, as a condition to considering the claim, and as a basis for evaluation of the claim, and until the claim has been settled, to audit the Contractor's books to the extent they are relevant. This right shall include the right to examine books, records, documents, and other evidence and accounting procedures and practices, sufficient to discovery and verify all direct and indirect costs of whatever nature claimed to have been incurred or anticipated to be incurred and for which the claim has been submitted. The right to audit shall include the right to inspect the Contractor's plant or such parts thereof, as may be or have been engaged in the performance of the Work. The Contractor further agrees that the right to audit encompasses all subcontracts and is binding upon Subcontractors. The rights to examine and inspect herein provided for shall be exercisable through such representatives as the City desires during the Contractor's normal business hours at the office of the Contractor. The Contractor shall make available to the Director of Public Works for auditing, all relevant accounting records and documents, and other financial data, and upon request, shall submit true copies of requested records to the Director of Public Works.

C. Survival of Obligations

1. All representations, indemnifications, warranties, and guaranties 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 Agreement.

D. Governing Law; Venue

1. The laws of the State of California shall govern this Agreement, without regard for the choice of law doctrine.

2. Venue shall be in the County of Marin.

E. Severability

1. If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

F. Waiver

1. The waiver by the City of any breach or violation of any term, covenant or condition of this Agreement or of any provision, ordinance, or law shall not be deemed to be a waiver of any other term, covenant, condition, ordinance,

or law or of any subsequent breach or violation of the same or of any other term, covenant, condition, ordinance, or law. The subsequent payment of any monies or fee by the City which may become due hereunder shall not be deemed to be a waiver of any preceding breach or violation by Contractor or any term, covenant, condition of this Agreement or of any applicable law or ordinance.

317. LAWS, ORDINANCES, AND REGULATIONS

A. State Wage Determination

1. In accordance with California Labor Code Section 1771, Contractor will pay and will require all Subcontractors to pay all workers on the work a salary or wage at least equal to the prevailing rate of per diem wages for such work as set forth in the wage determinations and wage standards applicable to this work, a copy of which is on file with the City Clerk. A copy of the prevailing wage rate of per diem wage shall be posted at the job site. In accordance with California Labor Code Section 1775, Contractor shall forfeit to the City, as a penalty, Two Hundred Dollars ($200.00) for each calendar day or portion thereof for each worker paid (either by Contractor or Subcontractors) less than the prevailing rate wage rate. The Work covered by this Agreement is a "public work" as that term is defined in California Labor Code, Division 2, Part 7, Chapter 1.

2. This project will be monitored by the Department of Industrial Relations, Compliance Monitoring Unit (CMU) pursuant to the California Labor Code Section 1771.3 and the California Code of Regulations Sections 16450-16464.

3. No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1[a].

4. No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to the Labor Code section 1725.5.

B. Worker's Compensation

1. In accordance with the provisions of Section 3700 of the California Labor Code, the Contractor shall secure the payment of compensation to its employees.

2. Prior to beginning work under the Contract, the Contractor shall sign and file with the Director of Public Works the following certification:

a. "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."

3. Notwithstanding the foregoing provisions, before the Contract is executed on behalf of the City, a bidder to whom a contract has been awarded shall furnish satisfactory evidence that it has secured in the manner required and provided by law the payment of workers' compensation insurance.

C. Apprentices on Public Works

1. Contractor shall comply with applicable provisions of Labor Code Section 1777.5 for all apprenticeable occupations. In the event Contractor willfully fails to comply with the applicable provisions of 1777.5, Contractor shall forfeit as a civil penalty the sum of ONE HUNDRED DOLLARS ($100.00) for each calendar day of non-compliance, which money may be withheld by City pursuant to the provisions of Labor Code Section 1777.7.

D. Working Hours

1. The Contractor shall schedule work to occur only from 7:00 a.m. to 6 p.m., Monday through Friday. No weekend work is allowed without prior approval. No lane closures are allowed. If the contractor needs to close a lane they need prior approval from the Public Works Director.

2. Contractor agrees that in the performance of this Contract, not more than eight (8) hours shall constitute a day's work, and the Contractor shall not require more than eight (8) hours of labor in a day from any person employed by Contractor hereunder, except as provided in the Labor Code of the State of California. Contractor shall conform to Article 3, Chapter 1, Part 7 (Section 1810, et seq.) of the Labor Code of the State of California, and it is agreed that the Contractor shall forfeit to the City as a penalty the sum of TWENTY-FIVE DOLLARS ($25.00) for each worker employed in the execution of this Contract by the Contractor or any Sub-Contractor for each calendar day during which any worker is required or permitted to labor more than eight (8) hours in violation of said Article.

E. Contractor Not Responsible for Damage Resulting from Certain Acts of God

1. As provided in Section 7105 of the California Public Contract Code, the Contractor shall not be responsible for the cost of repairing or restoring damage to the Work which damage is determined to have been proximately caused by an act of God, in excess of 5 percent of the contracted amount, provided, that the Work damaged was built in accordance with accepted and applicable building standards and the plans and specifications of the City. The Contractor shall obtain insurance to indemnify the City for any damage

to the Work caused by an act of God if the insurance premium is a separate bid item in the bidding schedule for the Work. For purposes of this Article, the term "acts of God" shall include only the following occurrences or conditions and effects: earthquakes in excess of a magnitude of 3.5 on the Richter Scale and tidal waves.

F. Notice of Completion

1. In accordance with the Sections 3086 and 3093 of the California Civil Code, within ten (10) days after date of acceptance of the Work by the City, the Director of Public Works will file, in the County Recorder's office, a Notice of Completion of the work.

G. Unpaid Claims

1. If, at any time prior to the expiration of the period for service of a stop notice, there is served upon the City a stop notice as provided in Sections 3179 and 3210 of the California Civil Code, the City shall, until the discharge thereof, withhold from the monies under its control so much of said monies due or to become due to the Contractor under this Contract as shall be sufficient to answer the claim stated in such stop notice and to provide for the reasonable cost of any litigation thereunder; provided, that if the Director of Public Works shall, in its discretion, permit Contractor to file with the Director of Public Works the bond referred to in Section 3196 of the Civil Code of the State of California, said monies shall not thereafter be withheld on account of such stop notice.

H. Concrete Forms, Falsework, and Shoring

1. The Contractor shall comply fully with the requirements of Section 1717 of the Construction Safety Orders, State of California, Department of Industrial Relations, regarding the design of concrete forms, falsework and shoring, and the inspection of same prior to placement of concrete. Where the said Section 1717 requires the services of a civil engineer registered in the State of California to approve design calculations and working drawings of the falsework or shoring system, or to inspect such system prior to placement of concrete, the Contractor shall employ a registered civil engineer for these purposes, and all costs therefore shall be included in the price named in the Contract for completion of the Work as set forth in the Contract Documents.

I. Retainage from Monthly Payment

1. The City will pay the Contractor progress payments and the final payment, withholding five percent (5%) retention from each payment until after the lien period is over, and less any penalties and charges and in accordance with the method set forth in the Specifications with warrants drawn on the appropriate fund or funds as required, according to the prices as bid and accepted, based upon the Plans and Addenda, as follows:

a. In accordance with California Public Contracts Code 22300, Contractor shall be permitted to substitute securities for any moneys to be withheld by the City to ensure performance under this Agreement. At the request and expense of the 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 then pay such moneys to the Contractor. Upon satisfactory completion of this Agreement and the passage of any requisite lien period without the filing of stop notices or suit, the securities shall be returned to the Contractor. Securities eligible for investment under this Article shall include those listed in Section 16430 of the Government Code, bank or savings and loan certificates of deposit, interest bearing demand deposit accounts, standby letters of credit, or any other security mutually agreed to by the Contractor and the City. The Contractor shall be the beneficial owner of any securities substituted for moneys withheld and shall receive any interest thereon.

b. The City shall pay the Contractor the final payment plus any withheld retentions after the requisite lien period has passed provided: (1) no stop notices have been filed; (2) the Contractor is not in default hereunder; and (3) the work has been satisfactorily completed.

J. Public Works Contracts Assignment to Awarding Body

1. In accordance with Section 7103.5 of the California Public Contract Code, the Contractor and Subcontractors shall conform to the following requirements. In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, the Contractor or subcontractor offers and agrees to assign to the City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the Contractor, without further acknowledgment by the parties.

K. Payroll Records; Retention; Inspection; Noncompliance Penalties; Rules And Regulations

1. In accordance with Section 1776 of the California Labor Code the Contractor and each Subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work classification, 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 him or her in connection with the public work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:

a. The information contained in the payroll record is true and correct.

b. The employer has complied with the requirements of Sections 1771, 1811, and 1815 for any work performed by his/her employees on the public works project.

2. The payroll records shall be certified and shall be available for inspection at all reasonable hours at the principal office of the Contractor on the following basis:

a. A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or his/her authorized representative on request.

b. A certified copy of all payroll records shall be made available for inspection or furnished upon request to a representative of the body awarding the contract, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the Department of Industrial Relations.

c. A certified copy of all payroll records shall be made available upon request by the public for inspection or copies thereof made; provided, however, that a request by the public shall be made through either the body awarding the contract, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. If the requested payroll records have not been provided the requesting party shall, prior to being provided the records, reimburse the costs of preparation by the Contractor, Subcontractors, and the entity through which the request was made. The public shall not be given access to the records at the principal office of the Contractor.

3. The certified payroll records shall be on forms provided by the Division of Labor Standards Enforcement or shall contain the same information as the forms provided by the division.

4. Any copy of records made available for inspection as copies and furnished upon request to the public or any public City by the awarding body, 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.

5. The Contractor shall inform the Director of Public Works of the location of the records including the street address, City and County, and shall, within five (5) working days, provide a notice of change of location and address.

6. The Contractor shall have ten (10) days in which to comply subsequent to receipt of written notice specifying in what respects the Contractor must comply with this Article. In the event that the Contractor fails to comply within the ten (10) day period, he or she shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit one hundred dollars ($100.00) 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, these penalties shall be withheld from progress payments then due. A Contractor is not subject to a penalty assessment pursuant to this Article due to the failure of a subcontractor to comply with this Article.

L. Audit and Record Examination

1. In accordance with Government Code Section 8546.7, any records or documents Contractor maintains in relation this project shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon written or oral request of the City. If the amount of public funds exceeds Ten Thousand Dollars ($10,000) the Agreement shall be subject to the examination and audit of the State Auditor, at the request of the City or as party of any audit of the City for a period of three (3) years after final payment under the Agreement.

M. Removal. Relocation, or Protection of Existing Utilities

1. In accordance with the provisions of California Government Code Section 4215, any contract to which a public city as defined in Section 4401 is a party, the public city shall assume the responsibility, between the parties to the contract, for the timely removal, relocation, or protection of existing main or trunk line utility facilities located on the site of any construction project that is a subject of the contract, if such utilities are not identified by the public City in the plans and specifications made a part of the invitation for bids. The City will compensate Contractor for the costs of locating, repairing damage not due to the failure of the Contractor to exercise reasonable care, and removing or relocating such utility facilities not indicated in the plans and specifications with reasonable accuracy and for equipment on the project necessarily idled during such work.

2. The Contractor shall not be assessed liquidated damages for delay in completion of the project, when such delay was caused by the failure of the public City or the owner of the utility to provide for removal or relocation of such utility facilities.

3. Nothing herein shall be deemed to require the public City to indicate the presence of existing service laterals or appurtenances when the presence of such utilities on the site of the construction project can be inferred from the presence of other visible facilities, such as buildings, meter and junction boxes, on or adjacent to the site of construction; provided however, nothing herein shall relieve the public City from identifying main or trunk lines in the plans and specifications.

4. If the Contractor while performing the Contract discovers utility facilities not identified by the public City in the Contract Documents it shall immediately notify the public City and utility in writing.

5. The public utility, where they are the owner, shall have the sole discretion to perform such repairs or relocation work or permit the Contractor to do such repairs or relocation work at a reasonable price.

N. Contractor License Requirements

1. In accordance with California Business and Professions Code Section 7028.15:

   a. It is a misdemeanor for any person to submit a bid to a public City in order to engage in the business or act in the capacity of a Contractor within this state without having a license therefore, except in any of the following cases:

      i. The person is particularly exempted from this chapter.

      ii. The bid is submitted on a state project governed by Section 10164 of the Public Contract Code or any local City project governed by Section 20103.5 of the Public Contract Code.

2. If a person has previously been convicted of the offense described in this Article, the court shall impose a fine of twenty (20) percent of the price of the contract under which the unlicensed person performed contract work, or four thousand five hundred dollars ($4,500), whichever is greater, or imprisonment in the county jail for not less than ten (10) days nor more than six (6) months, or both.

3. In the event the person performing the contracting work has agreed to furnish materials and labor on an hourly basis, “the price of the contract” for the purpose of this subdivision means the aggregate sum of the cost of materials and labor furnished and the cost of completing the work to be performed.

4. This Article shall not apply to a joint venture license, as required by Section 7029.1. However, at the time of making a bid as a joint venture, each person submitting the bid shall be subject to this Article with respect to his/her individual licensure.

5. This Article shall not affect the right or ability of a licensed architect, land surveyor, or registered professional engineer to form joint ventures with licensed Contractors to render services within the scope of their respective practices.

6. Unless one of the foregoing exceptions applies, a bid submitted to a public City by a Contractor who is not licensed in accordance with this chapter shall be considered non-responsive and shall be rejected by the public City. Unless one of the foregoing exceptions applies, a local public City shall, before awarding a contract or issuing a purchase order, verify that the Contractor was properly licensed when the Contractor submitted the bid. Notwithstanding any other provision of law, unless one of the foregoing exceptions applies, the registrar may issue a citation to any public officer or employee of a public entity who knowingly awards a contract or issues a purchase order to a Contractor who is not licensed pursuant to this chapter. The amount of civil penalties, appeal, and finality of such citations shall be subject to Sections 7028.7 and 7028.13 inclusive. Any contract awarded to, or any purchase order issued to, a Contractor who is not licensed pursuant to this chapter is void.

7. Any compliance or noncompliance with subdivision 317.N.6 of this Article, as added by Chapter 863 of the Statutes of 1989, shall not invalidate any contract or bid awarded by a public City during which time that subdivision was in effect.

8. A public employee or officer shall not be subject to a citation pursuant to this Section if the public employee, officer, or employing City made an inquiry to the board for the purposes of verifying the license status of any person or Contractor and the board failed to respond to the inquiry within three (3) business days. For the purposes of this Article, a telephone response by the board shall be deemed sufficient.

O. Fair Employment and Non-Discrimination

1. Contractor shall comply with all applicable laws, rules and regulations barring discrimination on the basis of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status or sex.

P. Diggings, Trenches, or Excavations

1. As required by California Labor Code Section 6705, whenever work under the Contract involves the excavation of any trench or trenches five (5) feet or more in depth:

a. The Contract shall submit for acceptance by the Director of Public Works, to whom authority has been delegated, in advance of excavation, a detailed plan showing the design of shoring, bracing, sloping or other provisions to be made for worker protection from

the hazard of caving ground during the excavation, of such trench or trenches. If such plan varies from the shoring system standards established by the Construction Safety Orders of the Division of Occupational Safety and Health, the plan shall be prepared by a registered civil or structural engineer employed by the Contractor, an all costs shall be included in the price named in the Contract for the completion of the Work as set forth in the Contract Documents.

b. Nothing in this Article shall be deemed to allow the use of shoring, sloping, or other protective system less effective than that required by the Construction Safety Orders. Nothing in this Article shall be construed to impose tort liability on the City or any of its officers, agents, representatives or employees.

c. Excavation shall not start until the Contractor has obtained a permit from the California Division of Industrial Safety and has posted it at the site.

2. In accordance with Public Contract Code Section 7104, whenever work under the Contract involves digging trenches or other excavations that extend deeper than four (4) feet:

a. The Contractor shall promptly, and before the following conditions are disturbed, notify the local public entity, in writing of any:

i. 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. Subsurface or latent physical conditions at the site differing from those indicated by information about the site made available to bidders prior to the deadline for submitting bids. 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.

ii. The City shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the 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.

iii. In the event a dispute arises between the City and the Contractor 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. The 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 contracting parties.

Q. Retention Proceeds; Withholding; Disbursement

1. In accordance with Section 7107 of the Public Contract Code with respect to all contracts entered into on or after January 1, 1993 relating to the construction of any public work of improvement the following shall apply:

   a. The retention proceeds withheld from any payment by the City from the original Contractor, or by the original Contractor from any subcontractor, shall be subject to this Article 317.Q.

   b. Within sixty (60) days after the date of completion of the Work, the retention withheld by the City shall be released. In the event of a dispute between the Director of Public Works and the original Contractor, the City may withhold from the final payment an amount not to exceed one hundred and fifty (150) percent of the disputed amount. For the purposes of this Article, "completion" means any of the following:

      i. The occupation, beneficial use, and enjoyment of a work of improvement, excluding any operation only for testing, startup, or commissioning, by the City, accompanied by cessation of labor on the work of improvement.

      ii. The acceptance by the City Council of the work of improvement.

      iii. After the commencement of a work of improvement, a cessation of labor on the work of improvement for a continuous period of one hundred (100) days or more, due to factors beyond the control of the Contractor.

      iv. After the commencement of a work of improvement, a cessation of labor on the work of improvement for a continuous period of thirty (30) days or more, if the Director of Public Works files for record a notice of cessation or a notice of completion.

2. Subject to Sub-Article 317.Q.1.b, within ten (10) days from the time that all or any portion of the retention proceeds are received by the original Contractor, the original 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 the original 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.

3. The original Contractor may withhold from a subcontractor its portion of the retention proceeds if a bona fide dispute exists between the subcontractor and the original Contractor. The amount withheld from the retention payment shall not exceed one hundred and fifty (150) percent of the estimated value of the disputed amount.

4. In the event that retention payments are not made within the time periods required by this Article 317.Q, the City or original Contractor shall be subject to a charge of two (2) percent per month on the improperly withheld amount, in lieu of any interest otherwise due. Additionally, in any action for the collection of funds wrongfully withheld, the prevailing party shall be entitled to attorney's fees and costs.

5. Any attempted waiver of the provisions of this Article shall be void as against the public policy of this state.

R. Timely Progress Payments; Interest; Payment Requests

1. If the City fails to make any progress payment within thirty (30) days after receipt of an undisputed and properly submitted payment request from the Contractor, the City shall pay interest to the Contractor equivalent to the legal rate set forth in subdivision (a) of Section 685.010 of the Code of Civil Procedure.

2. Upon receipt of a payment request, the Director of Public Works shall act in accordance with both of the following:

   a. Each payment request shall be reviewed by the Director of Public Works as soon as practicable after receipt for the purpose of determining that the payment request is a proper payment request.

   b. Any payment request determined not to be a proper payment request suitable for payment shall be returned to the Contractor as soon as practicable, but not later than seven (7) days, after receipt. A request returned pursuant to this Article shall be accompanied by a document setting forth in writing the reasons why the payment request is not proper.

3. For purposes of this Article:

   a. A "progress payment" includes all payments due the Contractor, except that portion of the final payment designated by the contract as retention earnings.

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

S. Reference For Material

1. In accordance with Section 3400 of the California Public Contract Code, the Contractor will be provided a period prior to award of the contract for submission of data substantiating a request for a substitution of "as equal" item.

T. Resolution of Construction Claims

1. In accordance with Section 20104 et seq. of the California Public Contract Code. This Article applies to all claims of three hundred seventy-five thousand dollars ($375,000) or less which arise between the Contractor and the City under this Contract for:

a. A time extension;

b. Payment of money or damages arising from work done by or on behalf of the Contractor pursuant to this CONTRACT and payment of which is not otherwise expressly provided for as the Contractor is not otherwise entitled; or

c. An amount the payment of which is disputed by the Director of Public Works.

2. For any claim set out in Articles 317.T.1.a, 317.T.1.b, and 317.T.1.c above, the following requirements apply:

a. The claim shall be in writing, include the documents necessary to substantiate the claim and be accompanied by the following certification:

"CONTRACT PROVISION REQUIRING PERSONAL CERTIFICATION OF ALL CLAIMS:

I, _____, BEING THE _____
(MUST BE AN OFFICER) OF _____ (GENERAL Contractor), DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA, AND DO PERSONALLY CERTIFY AND ATTEST THAT: I HAVE THOROUGHLY REVIEWED THE ATTACHED CLAIM FOR ADDITIONAL COMPENSATION AND/OR EXTENSION OF TIME, AND KNOW ITS CONTENTS, AND SAID CLAIM IS MADE IN GOOD FAITH; THE SUPPORTING DATA IS TRUTHFUL AND ACCURATE; THAT THE AMOUNT REQUESTED ACCURATELY REFLECTS THE CONTRACT ADJUSTMENT FOR WHICH THE CONTRACTOR BELIEVES THE OWNER IS LIABLE; AND, FURTHER THAT I AM FAMILIAR WITH CALIFORNIA PENAL CODE SECTION 12650, ET SEQ. PERTAINING TO FALSE CLAIMS, AND FURTHER KNOW AND UNDERSTAND THAT SUBMISSION OR

CERTIFICATION OF A FALSE CLAIM MAY LEAD TO FINES, IMPRISONMENT AND/OR OTHER SEVERE LEGAL CONSEQUENCES."

b. Claims must be filed on or before the date of final payment. Nothing herein is intended to extend the time limit or supersede notice requirements otherwise provided by Contract for the filing of claims.

c. The claim must include actual cost documentation, including hours of work performed, equipment operation costs, and labor and overhead costs, which should be established at a standard percentage. Any overhead costs listed when paid, shall provide full and complete payment for any and all overhead, including jobsite overhead, home office overhead, as well as additional costs arising from disruption, re-sequencing or acceleration. Contractor shall provide prompt notification of any disagreement in quantities of work performed along with a detailed accounting by means of a schedule update demonstrating any delays incurred.

3. For claims of less than fifty thousand dollars ($50,000), the Director of Public Works shall respond in writing to any written claim within forty five (45) days of receipt of the claim, or may request, in writing, within thirty (30) days of receipt of the claim, any additional documentation supporting the claim or relating to defenses or claims the City may have against the Contractor.

a. If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the Director of Public Works and the Contractor.

b. The Director of Public Works' written response to the claim, as further documented, shall be submitted to the Contractor within fifteen (15) days after receipt of further documentation or within a period of time no greater than that taken by the Contractor in producing the additional information, whichever is greater.

4. For claims of over fifty thousand dollars ($50,000) and less than or equal to three hundred seventy-five thousand dollars ($375,000), the Director of Public Works shall respond in writing to all written claims within sixty (60) days of receipt of the claim, or may request, in writing, within thirty (30) days of receipt of the claim, any additional documentation supporting the claim or relating to defenses or claims the City may have against the Contractor.

a. If additional information is therefore required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the Director of Public Works and the Contractor.

b. The Director of Public Work's written response to the claim, as further documented, shall be submitted to Contractor within thirty (30) 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.

c. If the Contractor disputes the Director of Public Work's written response, or the Director of Public Works fails to respond within the time prescribed, the Contractor may notify the Director of Public Works, in writing, either within fifteen (15) days of receipt of the Director of Public Work's response or within fifteen (15) days of the Director of Public Work's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon a demand, the Director of Public Works shall schedule a meet and confer conference within thirty (30) days for settlement of the dispute.

d. If, following the meet and confer conference the claim or any portion remains in dispute, the Contractor may 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. 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 Contractor submits its 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.

5. The following procedures are established for all civil actions filed to resolve claims subject to this Article:

a. Responsive pleadings, the court shall submit the matter to nonbinding mediation unless waived by mutual stipulation of both parties. The mediation process shall provide for the selection within fifteen (15) days by both parties of a disinterested third person as mediator, shall be commenced within thirty (30) days of the submittal, and shall be concluded within fifteen (15) days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court

b. 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 1141.11 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.

c. 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.

d. The City shall not fail to pay money as to any portion of a claim which is undisputed except as otherwise provided in this Contract.

e. In any suit filed under Section 20104.4 of the California Public Contract Code, the City shall pay interest at the legal rate on any arbitration award or judgment. The interest shall begin to accrue on the date the suit is filed in a court of law.

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SECTION 400 - SPECIAL PROVISIONS

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SECTION 400 -SPECIAL PROVISIONS

FY 2015-2016 PAVEMENT MAINTENANCE PROJECT
City Project No. 500-2005-013-412001

401. GENERAL DESCRIPTION OF WORK

The Contractor is responsible for the work included in these project documents including drawings and specifications. As part of the work, Contractor is responsible for coordinating certain of the described work as shown on the drawings and as further described below:

The Contractor is responsible for sawcutting; excavation, removal and disposal of asphalt roadway section; PCC improvements; raising and lowering utility covers; cold planning and disposal of asphalt pavement; quicklime/cement soil treatment of subsurface materials; setup and maintenance of traffic control system and water pollution control program; construction of PCC curb ramps, sidewalk, and curb and gutter; placement of hot mix asphalt (HMA) and rubberized hot mix asphalt (RHMA) pavement materials; replacement of traffic striping and markings; installation of object markers; replacement of loop detectors; excavation, installation and backfill of storm drainage pipe and structures; cleanup of the project area; and other items of work as shown on the plans. The project is located on various streets.

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 obtain the approval of the Engineer prior to the use of any area within the road right of way for storage purposes as approved by the Engineer. The Contractor shall provide a safe continuous path of travel for pedestrian traffic during construction. If pedestrians are directed away from the existing pedestrian travel way due to construction, a suitable alternate path shall be provided. A suitable alternate path may include but is not limited to temporary ADA compliant ramps, traffic control, physical barriers to separate pedestrians from traffic and signage. It shall be clearly understood that it is the Contractor's responsibility to provide a safe path of travel at all times.

The Contractor shall provide to the Engineer the names, address and telephone numbers of at least two emergency contacts for the duration of this contract.

The unit price bid for each item shall be full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in the bid item.

402. PAYMENT FOR EXTRA WORK

A. Refer to "General Provisions, 311. Change of Contract Price." When payment is made on a force account basis, the amount shall be determined in accordance with Sections 9-1.03 through 9-1.03D of the State Specifications, except that actual

payroll taxes and required contributions will be used in lieu of the labor surcharge specified in Section 9-103A (1b).

403. GENERAL REQUIREMENTS

A. General

1. All work shall conform to these Special Provisions; and the plans and typical sections.

B. Mobilization

1. Mobilization shall conform to Section 11, "Mobilization" of the Standard Specifications.
2. Mobilization shall include the furnishing and providing for regular maintenance of temporary sanitary facilities on the job for the duration of the project. Failure to comply with this requirement will result in withholding of mobilization payments in the amount deemed appropriate by the Director of Public Works.

C. Project Site Maintenance

1. Throughout all phases of construction until final acceptance, including any periods of work suspension, the site shall be kept clean and free from rubbish and debris.
2. Before the final inspection, the site shall be cleared of equipment, unused materials, and rubbish so as to present a satisfactory clean and neat appearance. All pavement concrete areas affected by work at the project site shall be broom cleaned.
3. All cleanup costs shall be included in the Contractor's bid. In the event that the Contractor fails to perform this final cleanup, the Agency may remove and/or dispose of the articles or materials at the Contractor's expense.
4. Care shall be taken to prevent spillage on haul routes. Any such spillage shall be removed immediately and the area cleaned.

D. Sanitary Facilities

1. The Contractor shall provide and maintain enclosed, portable restrooms for the use of personnel engaged in the work. These accommodations shall be maintained in a neat and sanitary condition, and shall comply with all applicable laws, ordinances, and regulations pertaining to public health and sanitation.

E. Protection and Restoration of Existing Improvements

1. The Contractor shall be responsible for the protection of public property adjacent to the work and shall exercise due caution to avoid damage to such property.
2. The Contractor shall repair or replace all existing improvements within the right-of-way which are not designated for removal, but that are damaged or removed as a result of its operations. Repairs and replacements shall be at

least equal to existing improvements and shall match them in finish and dimension.

F. Measurement and Payment

1. Payment for work required under the General Requirements shall be included in the prices bid for the individual items of work and no additional compensation will be allowed therefore unless specifically noted otherwise.

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SECTION 500 - BIDDER'S SECTION

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SECTION 500 - BIDDER'S SECTION

FY 2015-2016 PAVEMENT MAINTENANCE PROJECT
City Project No. 500-2005-013-412001

INSTRUCTIONS TO BIDDERS

501. BIDDER'S REPRESENTATIONS

A. Each bidder by submitting a bid represents that:

B. The bidder has read and understands the bid package and the bid is in accordance with all of the requirements of the bid package and applicable law.

C. Neither the bidder nor any subcontractor included on the list of proposed subcontractors submitted with the bid are ineligible to perform work on public works projects pursuant to California Labor Code Sections 1777.1 or 1777.7.

D. The bidder understands that quantities of unit price items may vary from the estimates provided in the Special Provisions.

E. Representatives of the bidder have visited the Project site and have familiarized themselves with the conditions under which the Project work is to be performed so as to ensure that the Project Work may be performed for the amount bid.

F. The bidder has informed the City in writing no later than five (5) working days prior to the time specified for bid opening of any apparent conflicts, errors, or ambiguities contained in the bid package or between the contents of the bid package and the Project site.

502. EXAMINATION OF PLANS, SPECIFICATIONS, CONTRACT, AND WORK SITE

A. The bidder shall examine carefully the work site, the Project Plans and Special Provisions, and the entire Bid Package. The submission of a bid shall be conclusive evidence that the bidder has investigated and is satisfied as to the general and local conditions to be encountered, as to the character, quality and scope of work to be performed, the quantities of materials to be furnished and as to the requirements of the Contract Documents.

B. The submission of a bid shall also be conclusive evidence that the bidder is satisfied as to the character, quality and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information was reasonably ascertainable from an inspection of the site and the records of exploratory work done by the City as shown in the bid documents, as well as from the Project Plans and Special Provisions.

C. Where the City has made investigations of work site conditions including subsurface conditions in areas where Work is to be performed, or in other areas, that may constitute possible local material sources, bidders may, upon request, inspect the records of the City as to those investigations.

D. Where there has been prior construction by the City or other public agencies within the project limits, records of the prior construction that are currently in the possession of the City and that have been used by, or are known to, the designers and administrators of the project will be made available for inspection by bidders, upon request, subject to this Section. Such records may include, but are not limited to, as-built drawings, design calculations, foundation and site studies, project reports and other data assembled in connection with the investigation, design, construction and maintenance of the prior projects.

E. Inspection of the records of investigations and project records in the possession of the City may be made at the Department of Public Works.

F. When a log of test borings or other record of geotechnical data obtained by the City's investigation of surface and subsurface conditions is included with the Project Plans, it is furnished for the bidders' information and its use shall be subject to this Section.

G. The availability or use of information described in this Section is not to be construed in any way as a waiver of any of the provisions in this Section and bidders are cautioned to make independent investigations and examinations as they deem necessary to be satisfied as to conditions to be encountered in the performance of the Work and, with respect to possible local material sources, the quality and quantity of material available from the property and the type and extent of processing that may be required in order to produce material conforming to the requirements of the Technical Specifications.

H. The City assumes no responsibility for conclusions or interpretations made by a bidder based on the information or data made available by the City. The City does not assume responsibility for representation made by its officers or agents before the execution of the Agreement concerning surface or subsurface conditions, unless that representation is expressly stated in the Contract Documents.

I. No conclusions or interpretations made by a bidder from the information and data made available by the City will relieve a bidder from properly fulfilling the terms of the Agreement.

503. PRE-BID COMMUNICATION AND INTERPRETATION OF THE BID PACKAGE

A. Any bidder that discovers any apparent conflicts, errors, or ambiguities contained in the bid package or between the contents of the bid package and the Project site, or that has questions or requires clarification concerning the bid package or its intent must inform the City in writing as soon as reasonably possible, but no later than five (5) working days before the date specified for bid opening. Such notice to the City must be sent to the address specified in the Notice Inviting Bids for questions concerning the bid package. Questions received less than five (5) working days before the time specified for opening bids may not be answered.

B. Any interpretation, correction or change of the bid package prior to bid opening will be made by addendum signed by an authorized representative of the City and

transmitted to all bid package recipients. No other interpretation or information concerning the bid package issued prior to the date specified for opening bids will be binding. All addenda signed by an authorized representative of the City and issued prior to the time and date specified for opening bids will form a part of the contract documents and must be acknowledged on the bid forms. Any changes, exceptions or conditions concerning the Project and/or the bid package submitted by any bidder as part of a bid may render that bid non-responsive.

504. PRE-BID ACCESS TO THE PROJECT SITE

A. Prior to submitting a bid, it will be the sole responsibility of each bidder to conduct any additional examination, investigation, exploration, testing, study or other inquiry and to obtain any additional information pertaining to the physical conditions (including surface, subsurface, and underground utilities) at or near the Project site that may affect the cost, progress, or performance of the Project, and that the bidder deems are necessary to prepare its bid for performance of the Project in accordance with the bid package and contract documents. Bidders seeking any such additional examination or other inquiries or information concerning the Project will do so at the bidder's sole expense.

B. Bidders seeking to conduct any additional examination or other inquiry at the Project site must request site access from the City at least two (2) working days in advance. The location of any excavation, boring or other invasive testing will be subject to approval on behalf of the City and any other agencies with jurisdiction over such testing. Bidders may not conduct tests at the Project site prior to obtaining City approval. The City may require bidders to execute an access agreement prior to approving testing at the Project site. Once approved testing is complete, Bidders must fill all trenches or holes, restore all pavement to match existing structural section, and otherwise clean up and restore the test site to its pre-test condition.

505. BIDDING PROCEDURE

A. Bids must be delivered to the City of Larkspur, Department of Public Works, 325 Doherty Drive, Larkspur, California, 94939, no later than the time and date specified in the Notice Inviting Bids. Bids will be opened and read publicly at that time. Bids that are submitted late according to the official time kept by the Public Works Department will be returned unopened. Telephones for use by bidders are not available at the City offices.

B. In accordance with California Public Contract Code Section 20170, Bids must be presented under sealed cover. Bids must be submitted using the Bidder's Proposal and Bid Schedule furnished with the bid package. Bids must include all documents listed in the Bidder's Check List completed in accordance with the bid package. Bids must bear the bidder's legal name and be signed by a representative authorized to bind the bidder. Bids must be typed or written in ink. Corrections may be made if initialed by the individual signing the bid. No oral or telegraphic modifications of bids, including facsimile modifications, will be considered. Bids that are incomplete

or that are not presented on the bid forms furnished with the bid package may be deemed non-responsive.

C. Each bid must give the full business address of the bidder. Bids of partnerships must furnish the full name of all partners and must be signed in the partnership name by one of the members of the partnership, or by an authorized representative, followed by the printed name and title of the person signing. Bids of corporations must be signed with the legal name of the corporation, followed by the name of the state of incorporation and by the signature and designation of the president, secretary or other person authorized to bind the corporation. The name of each person signing shall also be typed or printed below the signature. Upon request of the City, bidders will furnish satisfactory evidence of the authority of the person signing the bid. Bids of joint ventures must include a certified copy of the legal agreement constituting the joint venture.

D. No person, firm, corporation, partnership or legal joint venture may submit more than one bid for the Project. However, a person, firm, corporation, partnership or legal joint venture that has submitted a subcontract proposal to a bidder, or that has quoted prices on materials to a bidder may submit a subcontract proposal, quote prices to other bidders and submit its own bid.

E. In accordance with California Public Contract Code Section 20170, all bids must include one of the forms of bidder's security specified in the Notice to Bidders in an amount of at least ten (10) per cent of the total of the bid prices for the base bid and those additive or deductive items specifically identified in the Notice to Bidders for the purpose of determining the lowest price bid. Bidders that elect to provide bidder's security in the form of a bid bond must execute a bid bond using the form provided in the bid forms. The bidder's security is tendered as a guarantee that the successful bidder, if awarded the Project contract, will execute and submit to the City all required bonds, certificates of insurance, completed contract forms and other documents listed in the Contract Check List and enter into a contract with the City within ten (10) working days of receipt of the notice of award. The bidder's security of any successful bidder that fails to do so will be forfeited to the City. All bidders' security not forfeited to the City will be returned once a successful bidder provides all required documents and enters a contract with the City in accordance with all applicable bid package requirements. Forfeiture of the bidder's security to the City will not waive or otherwise limit any other remedy available to the City under applicable law.

F. In accordance with California Business and Professions Code Section 7028.15, Public Contract Code Section 20103.5, and as specified in the Notice to Bidders, all Project work must be performed by properly licensed Contractors and subcontractors with active licenses in good standing as of the date and time specified for bid opening, or, if the Project involves federal funds, no later than the time the Project contract is awarded. Bidders must verify their Contractor's License number and license expiration date on the proposal cover page under penalty of perjury. Bids that do

not satisfy applicable licensing requirements will be considered non-responsive and rejected and may subject the bidder to criminal and/or civil penalties.

G. All bids must include a completed experience and financial Qualifications on the forms provided. By submitting a bid, bidders authorize City representatives to verify any and all information provided on the bidder's questionnaire and agree to indemnify, defend and hold harmless the City and its officials, officers, employees, agents and volunteers to full the extent permitted by law from and against any claims, liability or causes of action, including, without limitation, legal fees and costs, arising out of verification of the information provided on the bidder's questionnaire, and/or arising out of use of information provided in the bidder's questionnaire to determine, in accordance with applicable law, the qualification of the bidder for performing the Project.

H. Bids may be withdrawn prior to the time set for bid opening by a written request signed by an authorized representative of the bidder filed with the City Clerk. The bid security submitted with bids so withdrawn will be returned to the bidder. Bidders that have withdrawn their bid in accordance with this provision may submit a new bid prior to the time set for bid opening in accordance with all applicable bid package requirements. Bids may not be withdrawn during the ninety (90) day period after the time set for bid opening except as permitted by law pursuant to California Public Contract Code Section 5100, et seq. Any other bid withdrawal will result in forfeiture of the bidder's bid security to the City.

506. BID PROTESTS

A. Any protest of the proposed Project award must be submitted in writing to the City no later than 5:00 PM on the third (3rd) business day following the date of the bid opening.

B. The protest must contain a complete statement of the basis for the protest.

C. The protest must state the facts and refer to the specific portion of the document or the specific statute that forms the basis for the protest. The protest must include the name, address, and telephone number of the person representing the protesting party.

D. The party filing the protest must concurrently transmit a copy of the protest to the proposed awardee.

E. The party filing the protest must have actually submitted a bid for the Project. A subcontractor of a party filing a bid for the Project may not submit a bid protest. A party may not rely on the bid protest submitted by another bidder, but must timely pursue its own protest.

F. The procedure and time limits set forth in these Instructions to Bidders are mandatory and are the bidders' sole and exclusive remedy in the event of a bid protest. Any bidder's failure to fully comply with these procedures shall constitute a waiver of any right to further pursue a bid protest, including filing of a challenge of

the award pursuant to the California Public Contract Code, filing of a claim pursuant to the California Government Code, or filing of any other legal proceedings.

G. The City shall review all timely protests prior to award of the Project. The City shall not be required to hold an administrative hearing to consider any protests, but may do so at its option. At the time of the City Council's consideration of the Project award, the City Council shall also consider the merits of any timely protests. The City Council may either reject the protest and award to the lowest responsible bidder or accept the protest and award the bid to the next lowest responsible bidder. Nothing in this Section shall be construed as a waiver of the City Council's right to reject all bids.

507. AWARD

A. In accordance with applicable law, the City reserves the right to reject any or all bids and to waive any informality in any bid. The City reserves the right to accept any portion of any bid, unless the bid package expressly provides that the award will be made as a whole. If the City elects to award a contract for performance of the Project, the contract will be awarded in accordance with California Public Contract Code Section 20162 and other applicable law to the responsible bidder submitting a responsive bid with the lowest total bid price for the base bid and the additive or deductive alternate items listed in the Notice Inviting Bids. In accordance with the contract documents and other applicable law, the City may add or deduct items of work from the Project after the lowest responsible bidder is determined.

B. The successful bidder must submit to the City complete, executed copies of all documents specified in the Contract Checklist within five (5) working days of receiving written notice of award of the Project. Bidder's security of any successful bidder that fails to do so will be forfeited to the City.

C. The successful bidder and any subcontractors and others engaged in performance of the Project must have valid local business license(s), as applicable, before commencing work on the Project.

D. Upon verifying that the successful bidder has provided complete, executed copies of all documents specified in the Contract Checklist an authorized City representative will execute the Project contract. The successful bidder is to determine the Project commencement date. The Project commencement date must be no later than April 30, 2014. The City requires 30 calendar days' notice before work commences. After the successful bidder determines the Project commencement date and notifies the City, the City will issue to the successful bidder a notice to proceed specifying the Project commencement date. The number of days within which the Project must be complete begins to run on the Project commencement date.

508. PRICING

A. If an inconsistency exists between the amount listed for a unit price in a bid and the total listed for that bid item (e.g., if the total listed for a bid item does not equal the unit price listed in the bid multiplied by the quantity listed), subject to applicable

law, the unit price will be deemed to accurately reflect the bidder's intent concerning the bid item and the intended total for the bid item will be deemed to be the unit price as listed in the bid multiplied by the quantity listed.

B. If the Project bid price is a lump sum total made up of smaller individual bid item prices and an inconsistency exists between the lump sum total bid price and any individual bid item price, subject to applicable law, the individual bid item prices as listed in the bid will be deemed to accurately reflect the bidder's intended bid for the Project and the intended lump sum total bid for the Project will be deemed to be the sum of the individual bid item prices as listed in the bid, even if that sum is different from the amount actually listed as the lump sum total bid for the Project.

C. Any federal, state, or local tax payable on articles to be furnished for the Project shall be included in the lump sum total bid price and paid by the Contractor under the contract. The City is exempt from federal excise tax and will provide a certificate of exemption to the successful bidder upon request.

509. QUANTITIES

A. Quantities, including but not limited to, material or labor quantities, that are provided in the bid package concerning the Project are estimates only and are provided solely as a general indication of the Project scope. The City does not warrant that such quantity estimates provided in the bid package represent the actual quantities required to perform the Project in accordance with the contract documents. Such quantity estimates do not bind the City, and bidders should not rely on them in preparing their bids. Each bidder is solely responsible for determining the quantities on which to base their bids in light of information contained in the bid package, bidder investigation and analysis of the Project and the Project site, and any other analysis or expertise of the bidder concerning the Project.

B. The City may amend, decrease or increase the Project work in accordance with the bidding package and the contract documents. If the City amends, decreases or increases the Project work prior to award of the Project each bidder will be solely responsible for determining the revised quantities, if any, on which to base their bid in light of information contained in the bid package and any amendments or addenda to the bid package, bidder investigation and analysis of the Project as amended, decreased or increased, the Project site, and any other analysis or expertise of the bidder concerning the Project.

510. SUBCONTRACTING

A. Bids must be in accordance with the requirements of the Subletting and Subcontracting Fair Practices, Act, California Public Contract Code Section 4100 and following. Bids must include a completed list of proposed subcontractors on the form included in the bid package. In accordance with California Public Contract Code Section 4104, completed lists of proposed subcontractors must include the name, business location, the portion (type or trade), and dollar amount of the

Project work to be subcontracted for each subcontractor that will perform a portion of the Project work (including special fabrication and installation of a portion of the work) valued in excess of one half of one percent of the total Project bid price.

B. In accordance with California Public Contract Code Section 4106, for any portion of the Project work with a value of more than one half of one percent of the total Project bid price for which no subcontractor is listed, or for which more than one subcontractor is listed, bidders certify by submitting their bids that they are qualified to perform that portion of the Project work and that they will perform that portion of the Project work with their own forces. Bidders may not substitute another subcontractor for a subcontractor listed in their bid except as permitted by the City in accordance with Section 4107 and following of the California Public Contract Code.

511. ASSIGNMENT

A. Bidders may not assign, sublet, sell, transfer, or otherwise dispose of their bid or any right, title or interest in their bid, or their obligations under their bid, without the written consent of an authorized representative of the City. Any purported assignment, subletting, sale, transfer or other disposition of a bid or any interest in a bid, or of any obligations under a bid without such written consent will be void and of no effect.

512. BONDS

A. The successful bidder must submit to the City a performance bond within ten (10) working days of receiving written notice of award. If the Project involves expenditures in excess of twenty five thousand dollars ($25,000), the successful bidder must submit to the City a payment or labor and materials bond within ten (10) working days of receiving written notice of award. Prior to issuance of the final Project payment, the successful bidder must submit a Defective Material and Workmanship bond. All bonds must be executed by corporate sureties who are admitted surety insurers in the State of California in accordance with applicable law and acceptable to the City. Individual sureties will not be accepted. All Project bonds must be executed using the forms provided in the bid package.

B. In accordance with California Civil Code Section 3247, the payment or labor and materials bond must be in the amount of one hundred percent of the total amount payable by the terms of the Project contract and guarantee payment to persons listed in California Civil Code Section 3181 for work performed and for charges for materials, supplies, and equipment provided under the Project contract (including amounts due under or subject to the Unemployment Insurance Code) in accordance with the requirements of California Civil Code Section 3248.

C. The performance bond must be in the amount of one hundred percent of the amount payable by the terms of the Project contract to guarantee the faithful performance of the Project work.

D. The Defective Material and Workmanship bond must be in the amount of ten percent of the final Project contract amount and guaranty the Project work against defects in materials, equipment, workmanship, or needed repair for one year from the City's acceptance of the Project work.

513. LABOR LAWS

A. Bidders must comply with applicable provisions of the California Labor Code.

B. In accordance with California Labor Code Section 1861, bids must include a workers compensation insurance certification on the form included in the bid package.

C. In accordance with California Labor Code Section 1771, not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the Project is to be performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work fixed as provided in the California Labor Code shall be paid to all workers engaged in performing the Project.

D. In accordance with California Labor Code Section 1770 and following, the Director of Industrial Relations has determined the general prevailing wage per diem rates for work in the locality in which the Project is to be performed. In accordance with California Labor Code Section 1773, the City has obtained the general prevailing rate of per diem wages and the general rate for holiday and overtime work in the locality in which the Project is to be performed for each craft, classification or type of worker needed to perform the Project. In accordance with California Labor Code Section 1773.2, copies of the prevailing rate of per diem wages are on file at the Public Works offices and will be made available on request.

E. In accordance with California Labor Code Section 1777.1, Contractors and subcontractors that are found guilty of willfully violating Chapter 1 of Part 7 of Division 2 of the Labor Code (except for Section 1777.5), or that are found guilty of such violations with intent to defraud, and entities in which such Contractors or subcontractors have any interest, may be ineligible to bid on, be awarded, or perform Project work as a subcontractor.

514. BIDDER'S CHECKLIST

Did you include with your bid properly completed, accurate copies of the following documents in the following order using the forms included in the bid package?

_____ Bidder's Checklist

_____ Proposal and Schedule of Bid Prices that state the bid as intended

_____ Copies of each addendum issued signed and dated on behalf of the bidder (If applicable)

_____ Signed non-collusion affidavit

_____ Executed bid bond

_____ Designation of subcontractors

_____ Experience and Financial Qualifications

_____ Debarment certification

_____ Arrange to have the sealed bid delivered to the Department of Public Works in the City of Larkspur offices at Office of the City Clerk (second floor), 400 Magnolia Avenue, Larkspur, California, 94939 on or before the time specified for the bid opening in the notice inviting bids.

515. BIDDER'S PROPOSAL

FY 2015-2016 PAVEMENT MAINTENANCE PROJECT
City Project No. 500-2005-013-412001

Proposal of _____ (hereinafter called "BIDDER"), organized and existing under the laws of the State of _____, doing business as a *_____ to the CITY OF LARKSPUR (hereinafter called "OWNER").

In compliance with your Advertisement for Bids, BIDDER hereby proposes to perform all WORK for the construction of the FY 2015-2016 PAVEMENT MAINTENANCE PROJECT, City Project No. 500-2005-013-412001in strict accordance with the CONTRACT DOCUMENTS, within the time set forth therein, and at the prices stated below.

By submission of this BID, each BIDDER certifies, and in the case of a joint BID each party therein certifies as to his own organization, that this BID has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this BID with any other BIDDER or with any competitor.
In accordance with California Public Contract Code Section 20170, all bids must be presented under sealed cover and include one of the following forms of bidder's security: cash, cashier's check made payable to the City, certified check made payable to the city, or a bidder's bond. The amount of bidder's security provided must equal at least ten (10) percent of the total bid price for the base bid and the additive or deductive items listed in this notice. The successful bidder must submit to the City complete, executed copies of all required document within ten (10) working days of receiving written notice of award of the project. Bidder's security of any successful bidder that fails to do so will be forfeited to the City. Such required documents include, but are not limited to, a payment or labor and materials bond in an amount of at least 100 percent of the amount payable by the terms of the project contract and that satisfies the requirements of California Civil Code Section 3248, and a performance bond in an amount of at least 100 percent of the amount payable by the terms of the contract. All project bonds must be executed by an admitted surety insurer in accordance with applicable law and acceptable to the City. Bids shall be marked:

"Bid of (Contractor) for
FY 2015-2016 PAVEMENT MAINTENANCE PROJECT,
City Project No. 500-2005-013-412001,
Including the Date and Time of the bid opening.

BIDDER hereby agrees to commence WORK under this contract within five (5) days of the date to be specified in the NOTICE TO PROCEED and to fully complete the PROJECT within 50 consecutive working days. BIDDER further agrees to pay as liquidated damages, the sum of $1,500 for each consecutive working day thereafter as provided in Section 314.J of the General Provisions.

BIDDER acknowledges receipt of the following ADDENDUM:

Addendum #	Date of Addendum
_____	_____
_____	_____
_____	_____
_____	_____

BIDDER agrees to perform the work described in the CONTRACT DOCUMENTS for the unit prices or lump sum prices stated on the attached BID SCHEDULE.

Notes:

***** Insert "a corporation" or "a partnership" or "an individual" as applicable.

516. BID SCHEDULE

Name of Contractor:_____

SCHEDULE 1: **Madrone Avenue (Onyx Road to Magnolia Avenue)**
North Almenar Drive (261 North Almenar Drive to End)
Larkspur Plaza Drive (Doherty Drive to End)
Dartmouth Drive (Tulane Drive to Harvard Drive)
Bretano Way (Eliseo Drive to Via Hermosa)
Magnolia Avenue (Woodlark Apartments/Private Drive to Park Way)

ITEM NO.	BID ITEMS	PAY REF	UNIT	TOTAL QTY	UNIT PRICE	*TOTAL COST
1	Traffic Control	705	LS	1		
2	Water Pollution Control Program	706	LS	1		
3	Remove Traffic Stripe/Pavement Markings & Prepare Lead Compliance Plan	707	LS	1		
4	RHMA PG 64-16	709	TN	2,803		
5	3/8" HMA (Type A) PG 64-16	708	TN	250		
6	1/2" HMA (Type A) PG 64-16	708	TN	234		
7	Cold Plane 2"	711	SF	57,289		
8	Cold Plane 2-1/2"	711	SF	69,679		
9	Cold Plane 3-3/4"	711	SF	18,774		
10	Keycut Type A1 (6 ft)	711	LF	2,985		
11	Keycut Type A2 (6 ft)	711	LF	982		
12	Keycut Type B1 (15 ft)	711	LF	120		
13	Keycut Type B2 (15 ft)	711	LF	58		
14	Quicklime/Cement Soil Treatment 6"	712	SF	69,679		
15	Digout or Remove & Replace 6" HMA	713	SF	28,110		
16	Prune Tree Roots & Install Root Barrier	716	EA	11		
17	Remove & Replace PCC Curb (Type A)	714	LF	431		
18	Remove & Replace PCC Curb (Type E)	714	LF	268		
19	Remove & Replace PCC Rolled Curb	714	LF	41		
20	Remove & Replace PCC Retaining Curb	714	LF	36		
21	Remove & Replace PCC Sidewalk	714	SF	700		
22	Install Detectable Warning Surface	714	SF	42		
23	Lower Manhole Cover	718	EA	29		
24	Lower Water Valve Cover	718	EA	30		
25	Lower Gas Valve Cover	718	EA	3		

ITEM NO.	BID ITEMS	PAY REF	UNIT	TOTAL QTY	UNIT PRICE	*TOTAL COST
26	Lower Survey Monument Cover	718	EA	12		
27	Lower Loop Detector Pull Box Cover	718	EA	1		
28	Adjust Manhole Cover	718	EA	38		
29	Adjust Water Valve Cover	718	EA	35		
30	Adjust Gas Valve Cover	718	EA	3		
31	Adjust Survey Monument Cover	718	EA	12		
32	Adjust Loop Detector Pull Box Cover	718	EA	1		
33	Remove and Replace Loop Detector	719	EA	2		
34	Install Blue Retroreflective Pavement Marker at Fire Hydrant	720	EA	15		
35	Pavement Marking "STOP" Legend (Thermo)	720	EA	10		
36	Pavement Marking "MERGE" Legend (Thermo)	720	EA	1		
37	Pavement Marking "PED" Legend (Thermo)	720	EA	1		
38	Pavement Marking "XING" Legend (Thermo)	720	EA	1		
39	Pavement Marking "25 MPH" Legend (Thermo)	720	EA	1		
40	Pavement Marking "AHEAD" Legend (Thermo)	720	EA	2		
41	Pavement Marking "BIKE" Legend (Thermo) (21 SF)	720	EA	1		
42	Pavement Marking "BIKE" Legend (Thermo) (5 SF)	720	EA	5		
43	Pavement Marking "LANE" Legend (Thermo) (6 SF)	720	EA	5		
44	Bike Lane Arrow (Thermo) (3.5 SF)	720	EA	5		
45	Arrow Type IV (Thermo)	720	EA	3		
46	Arrow Type VI (Thermo)	720	EA	2		
47	12" White Crosswalk/Limit Line (Thermo)	720	LF	1,240		
48	Yellow Continental Crosswalk (Thermo)	720	LF	300		
49	Striping Detail #11 (Thermo)	720	LF	200		
50	Striping Detail #13 (Markers)	720	LF	120		
51	Striping Detail #21 (Thermo)	720	LF	1,963		
52	Striping Detail #24 (Thermo)	720	LF	1,799		
53	Striping Detail #27B (Thermo)	720	LF	592		
54	Striping Detail #38 (Thermo & Markers)	720	LF	204		
55	Striping Detail #38A (Thermo)	720	LF	107		

ITEM NO.	BID ITEMS	PAY REF	UNIT	TOTAL QTY	UNIT PRICE	*TOTAL COST
56	Striping Detail #39 (Thermo)	720	LF	2,658		
57	Striping Detail #39A (Thermo)	720	LF	456		
58	Install Type G-1 Delineator	720	EA	31		
59	Install Type K-2 (CA) (OM2-2V) Object Marker	720	EA	11		
60	Red Curb Paint	720	LF	8		
61	Remove & Replace Decorative Brick	722	EA	75		
62	Drainage Swale	723	LF	268		
63	Rock Slope Protection	721	SF	25		
64	Construct Split Rail Wood Fence	724	LF	12		

TOTAL

SCHEDULE 1 TOTAL AMOUNT IN FIGURES:

SCHEDULE 1 TOTAL AMOUNT IN WORDS:

*NOTE: In case of error in extension of price into the total price column, the unit price will govern.

Name of Contractor:_____

SCHEDULE 2: **Via La Paz & Via Barrance Storm Drain Improvements**

ITEM NO.	BID ITEMS	PAY REF	UNIT	TOTAL QTY	UNIT PRICE	*TOTAL COST
1	Mobilization, Bonds & Insurance	704	LS	1		
2	Traffic Control	705	LS	1		
3	Water Pollution Control Program	706	LS	1		
4	Remove & Replace PCC Rolled Curb	714	LF	412		
5	Storm Drain Manhole - 36" Diameter	725	EA	1		
6	Storm Drain Manhole - Type "A"	725	EA	4		
7	Storm Drain Inlet - Type "C"	725	EA	1		
8	Storm Drain Inlet - Type "D"	725	EA	5		
9	18" Reinforced Concrete Pipe (RCP) - Class III	725	LF	1,152		
10	18" Reinforced Concrete Pipe (RCP) - Class IV	725	LF	460		

TOTAL

SCHEDULE 2 TOTAL AMOUNT IN FIGURES:

SCHEDULE 2 TOTAL AMOUNT IN WORDS:

*NOTE: In case of error in extension of price into the total price column, the unit price will govern.

BID SUMMARY		
SCHEDULE 1	TOTAL PRICE IN FIGURES	**$**
SCHEDULE 2	TOTAL PRICE IN FIGURES	**$**
TOTAL OF BID SCHEDULES 1 & 2	TOTAL PRICE IN FIGURES	**$**

NOTES

1. The contract award will be based on the total of Bid Schedule 1 and 2.
2. All items include installation/construction and/or removal as described in the corresponding Special Provisions.
3. Bids shall include sales tax and all other applicable taxes and fees.
4. The City of Larkspur reserves the right to delete any or all of the Items (due to budgetary constraints) without adjusting the above quoted unit prices.

Please type or print the information below:

Respectfully submitted on _____ (date):

_____
Name of Contractor

_____
Signature of Contractor Representative

_____
Name & Title of Contractor Representative

_____
Address

_____
City, State, Zip

_____ _____
Contractor License Number Telephone Number:

(SEAL) *if bid is by a Corporation:*

_____
Signature of Principal

_____
Attesting Signature

517. NON-COLLUSION AFFIDAVIT

This Affidavit to be fully executed

STATE OF CALIFORNIA)

) ss.

COUNTY OF _____)

In accordance with Public Contract Code Section 7106,

_____, being first duly sworn, deposes and says that he or she is _____ [President, Secretary, Manager, Owner or Representative] of _____ [Name of Company or Corporation or Owner] the party making the foregoing bid, that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

The undersigned declares under penalty of perjury under the laws of the State of California that the foregoing representations and all other representations made in the undersigned's proposal attached hereto are true and correct.

_____

Signature of President, Secretary, Manager,
Owner or Representative

518. BID BOND

[NOTE: Bidders must use this form; use of any other bond form may render a bid non-responsive.]

FY 2015-2016 PAVEMENT MAINTENANCE PROJECT
City Project No. 500-2005-013-412001

KNOW ALL PERSONS BY THESE PRESENTS, that the CITY OF LARKSPUR ("City"), a municipal corporation located in the County of Marin, State of California, has received a Proposal from

_____, hereinafter designated as Principal, whereby Principal agrees to enter into a Contract with the City for the improvements more particularly described in all documents forming the complete Contract entitled

"FY 2015-2016 PAVEMENT MAINTENANCE PROJECT
City Project No. 500-2005-013-412001",

which said complete Contract is hereby referred to and made a part hereof; and

WHEREAS, said Principal is required to furnish a bond in connection and with said Proposal, provided that if said Principal fails or refuses to enter into said Contract, the Surety of this bond will pay the City the amount hereinafter set forth.

NOW, THEREFORE, we the Principal and_____, as Surety, are held and firmly bound unto the CITY OF LARKSPUR in the penal sum of $_____, lawful money of the United States, being not less than ten percent (10%) of the estimated Contract cost of the work, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION IS SUCH that if said Principal, his/her/its heirs, executors, administrators, successors or assigns, shall fail to enter into said Contract, then said Surety will pay the same in or to an amount not exceeding the amount hereinabove set forth, and also will pay in case suit is brought upon this bond a reasonable attorney's fee in such suit, which fee shall be fixed by the Court.

AS FURTHER TERMS OF THIS BOND, IT IS UNDERSTOOD AS FOLLOWS:

(a) If said Proposal shall be rejected, or in the alternative;

(b) If said Proposal shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said Proposal) and shall furnish a bond for his/her/its faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said Proposal then, this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood

and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

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

PROVIDED FURTHER, that no final settlement between the City and Principal shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

NOTE: To be signed by Principal and Surety
and acknowledgment and notarial seal attached.

(SEAL) *if bid is by a Corporation:*

_____
Principal

SURETY:
By: _____
Title: _____
Address: _____
_____

519. DESIGNATION OF SUBCONTRACTORS

FY 2015-2016 PAVEMENT MAINTENANCE PROJECT
City Project No. 500-2005-013-412001

In compliance with the provisions of Section 4100-4107 of the Government Code of the State of California, and any amendments thereof, each Bidder shall set forth below the name and the location of the mill, shop or office of each subcontractor who will perform work or labor or render service to the Contractor in or about the construction of the work or improvement to be performed under these specifications, and the portion of the work which will be done by each subcontractor.

If the Contractor fails to specify a subcontractor for any portion of the work to be performed under the contract, he shall be deemed to have agreed to perform such portion himself, and he shall not be permitted to subcontract that portion of the work except under the conditions hereinafter set forth.

Subletting or subcontracting of any portion of the work, as to which no subcontractor was designated in the original bid shall be permitted in cases of public emergency or necessity, and then only after a finding reduced in writing as a public record of the Legislative Body of the Owner.

Name of Subcontractor & Place of Business	License Class	Type and Portion of Work to be Performed

520. EXPERIENCE AND FINANCIAL QUALIFICATIONS

FY 2015-2016 PAVEMENT MAINTENANCE PROJECT
City Project No. 500-2005-013-412001

The following statement as to experience and financial qualifications of the Bidder are submitted in conjunction with the proposal, as a part thereof and the truthfulness and accuracy of the information is guaranteed by the bidder.

1. The Bidder has been engaged in the contracting business under the present business name for ____ years. Experience in work of a nature similar to that covered in the proposal extends over a period of _____ years.

2. The Bidder currently holds a valid Contractor's License of the following Class or Classes, _____, issued by the Contractors State License Board under the provision of Chapter 9 of Division 3 of the Business and Professions Code of the State of California.

3. The Bidder, as a Contractor, has never failed to satisfactorily complete a contract awarded to him, except as follows: (Name any and all exceptions and reasons therefore).

4. In the last 10 years, have you or your firm been a party to an arbitration, lawsuit or any other proceeding involving work that you or your firm performed? yes _____ no_____.

   If yes, please provide the following information as to each such proceeding:

   a. the name, address and telephone numbers of all parties to the proceeding;
   b. the general nature of the claims being made against or by your firm;
   c. the outcome of the proceeding.

5. Have you or your firm ever requested payment of more money than any of your clients have been willing to pay? yes _____ no _____

   As to each such request, please state:
   a. the name, address and telephone number of the client;
   b. the amount and nature of your claim;
   c. the nature of the client's position;
   d. the outcome of your claim.

521. LIST OF CONTRACTS SATISFACTORILY COMPLETED IN THE LAST THREE YEARS:

The following contracts have been satisfactorily completed in the last three years for the person, firm, or authority indicated, and to whom reference is made: (Name five contracts.)

Year	Type of Work	Contract Amount	Location	Reference Name & Phone Number

522. LIST OF PLANT AND EQUIPMENT OWNED BY THE BIDDER

FY 2015-2016 PAVEMENT MAINTENANCE PROJECT
City Project No. 500-2005-013-412001

Following is a list of plant and equipment owned by the Bidder, and which is definitely available for use on the proposed work as required:

Quality	Name, Type & Capacity	Condition	Location

523. DEBARMENT CERTIFICATION

FY 2015-2016 PAVEMENT MAINTENANCE PROJECT
City Project No. 500-2005-013-412001

By submitting its bid, the bidder certifies in accordance with California Public Contract Code Section 6109 that neither the bidder nor any subcontractor included on the list of proposed subcontractors submitted with the bid in ineligible to perform work on public works projects pursuant to California Labor Code Sections 1777.1 or 1777.7. In accordance with California Public Contract Code Section 6109, Contractors and subcontractors who are ineligible to perform work on public works projects pursuant to California Labor Code Sections 1777.1 or 1777.7 may neither bid on, be awarded or perform as a subcontractor on public works projects.

_____
PRINCIPAL

524. CONTRACTOR VERIFICATION

FY 2015-2016 PAVEMENT MAINTENANCE PROJECT
City Project No. 500-2005-013-412001

Verification of Contractor and Subcontractor DIR Registration

I am the _____ of _____(Bidder),
(Title) (Bidder Name)
submitting the accompanying Bid Proposal for the Work described as the

FY 2015-2016 PAVEMENT MAINTENANCE PROJECT

The Bidder is currently registered as a contractor with the Department of Industrial Relations ("DIR"). The Bidder's DIR Registration Number is:_____. The expiration date of the Bidder's DIR Registration is June 30, 20_____.

If the Bidder is awarded the Contract for the Work and the expiration date of the Bidder's DIR Registration will occur: (i) prior to the expiration of the Contract Time for the Work; or (ii) prior to the Bidder completing all obligations under the Contract for the Work, the Bidder will take all measures necessary to renew the Bidder's DIR Registration so that there is no lapse in the Bidder's DIR Registration while performing Work under the Contract.

The Bidder, if awarded the Contract for the Work will remain a DIR registered contractor for the entire duration of the Work.

The Bidder has independently verified that each Subcontractor identified in the Subcontractors List submitted with the Bid Proposal of the Bidder is currently a DIR registered contractor.

The Bidder has provided the DIR Registration Number for each subcontractor identified in the Bidder's Subcontractors' List or within twenty-four (24) hours of the opening of Bid Proposals for the Work, the Bidder will provide the City with the DIR Registration Number for each subcontractor identified in the Bidder's Subcontractor List.

The Bidder's solicitation of subcontractor bids included notice to prospective subcontractors that: (i) all sub-tier subcontractors must be DIR registered contractors at all times during performance of Work; and (ii) prospective subcontractors may only solicit sub-bids from and contract with lower-tier subcontractors who are DIR Registered contractors.

I have personal first hand-knowledge of all of the foregoing.

I declare under penalty of perjury under California law that the foregoing is true and correct.

Executed this _____day of _____, 20____ at_____.
(City and State)

_____
Signature of Contractor Representative

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SECTION 600 - CONTRACT DOCUMENTS

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SECTION 600 - CONTRACT DOCUMENTS

601. CONSTRUCTION AGREEMENT & CONTRACT CHANGE ORDER FORM

FY 2015-2016 PAVEMENT MAINTENANCE PROJECT
City Project No. 500-2005-013-412001

This Agreement made and entered into this ____ day of _____, 20____, by and between _____ ("Contractor") and the City of Larkspur ("City").

RECITALS

A. The City gave notice inviting bids to be submitted by _____ for the FY 2015-2016 PAVEMENT MAINTENANCE PROJECT by published notice and/or posting in accordance with California Public Contract Code Section 20164 and other applicable law.

B. On _____, City representatives opened bids for FY 2015-2016 PAVEMENT MAINTENANCE PROJECT and read the bids aloud.

C. On _____, the City Council awarded the FY 2015-2016 PAVEMENT MAINTENANCE PROJECT to the Contractor and directed City staff to send the Contractor written notice of award of the project. The City Council conditioned award of the project on the Contractor's providing executed copies of all documents specified in the contract checklist included in the bid package within ten (10) working days of receiving written notice of award of the project.

D. The Contractor has provided the City executed copies of all documents specified in the contract checklist included in the bid package within ten (10) working days of receiving written notice of award.

AGREEMENT TERMS

The City and Contractor agree as follows:

A. The work: The Contractor will furnish all labor, materials, equipment, tools, transportation, services, and appliances necessary to complete in a good and workmanlike manner the FY 2015-2016 PAVEMENT MAINTENANCE PROJECT ("Work") as shown in the Specifications and Project Plans in accordance with the Contract Documents and applicable law.

B. Time for Completion: The Contractor must complete the Work in accordance with the Contract Document within FIFTY (50) working days from the date of issuance of the Notice to Proceed (or approved extensions thereof).

C. Remedies for Failure to Timely Complete the Work: It is agreed that Contractor's failure to full perform the Work by the Time for Completion (as modified by approved extensions) will result in damages being sustained by the City. Such damages are, and will continue to be, impracticable and extremely difficult to determine. For each calendar day in excess of the Time for Completion (as modified by approved extensions), the Contractor shall pay to the City, or have monies withheld from monies to it, liquidated damages of $1,500 per day in

accordance with California Government Code Section 53069.85 and Section 314.J of the Standard Specifications.

D. Contract Price and Payment: City shall pay Contractor _____ ($_____) for completion of the Work. The City will have no obligation to pay the Contractor any amount in excess of this Contract Price unless this Agreement is first modified in accordance with its terms. The City's obligation to pay the Contractor under this agreement is subject to any may be offset by charges that may apply to the Contractor under this Agreement, including but not limited to charges for liquidated damages and/or substitute performance in accordance with the Contract Documents.

E. Prevailing Wages: In accordance with California Labor Code Section 1771, Contractor will pay and will require all Subcontractors to pay all workers on the work a salary or wage at least equal to the prevailing rate of per diem wages for such work as set forth in the wage determinations and wage standards applicable to this work, a copy of which is on file with the City Clerk. A copy of the prevailing wage rate of per diem wage shall be posted at the job site. In accordance with California Labor Code Section 1775, Contractor shall forfeit to the City, as a penalty, Fifty Dollars ($50.00) for each calendar day or portion thereof for each worker paid (either by Contractor or Subcontractors) less than the prevailing rate wage rate. The Work covered by this Agreement is a "public work" as that term is defined in California Labor Code, Division 2, Part 7, Chapter 1.

Contractor agrees, in accordance with Section 1771.1 of the California Labor Code, that contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded. No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to California Labor Code section 1725.5. Contractor agrees, in accordance with Section 1771.4 of the California Labor Code, this Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

F. The Contract Documents: This agreement consists of the following documents ("Contract Documents"), all of which are incorporated into and made part of this Agreement as if set forth in full. In the event of a conflict between or among the Contract Documents, precedence will be in the following order:

1. This Agreement and change orders and other amendments to this agreement signed by authorized representatives of the City and the Contractor.
2. The General Provisions and change orders and other amendments to the General Provisions signed by authorized representatives of the City and the Contractor.

3. Standard Specifications, Cities and County of Marin, Department of Public Works, latest edition ("County Standard Specifications").
4. Uniform Construction Standards Approved and Adopted by Cities of Marin and County of Marin, latest edition ("County Standard Drawings" or "MUCS").
5. State of California Business and Transportation Agency, Department of Transportation, Standard Plans and Specifications, latest edition ("State Plans" or "State Specifications").
6. The Special Provisions, addenda to the Special Provisions signed by authorized representatives of the City and issued prior to bid opening, Equal Product Proposals accepted by the City and signed by authorized City representatives prior to bid opening, and change orders and other amendments to the Specifications signed by authorized representatives of the City and the Contractor.
7. The Project Plans, addenda to the Project Plans signed by authorized representatives of the City and issued prior to bid opening, Equal Product Proposals accepted by the City and signed by authorized City representatives prior to bid opening, and change orders and other amendments to the Project Plans signed by authorized representatives of the City and the Contractor.
8. Notice Inviting Bids.
9. Instructions to Bidders.
10. The successful bidder's completed Proposal Form and Bidder's Sheet.
11. The successful bidder's completed Contractor License Information.
12. The successful bidder's completed List of Proposed Subcontractors.
13. The successful bidder's Workers Compensation Insurance Certification.
14. The successful bidder's completed Non-collusion Affidavit.
15. The successful bidder's Debarment Certification.
16. The successful bidder's completed Certificates of Insurance and Endorsements.
17. The successful bidder's executed Performance Bond.
18. The successful bidder's executed Payment Bond.
19. Executed Escrow for Deposit Agreement, if applicable.
20. Change Order Form.
21. The Maintenance Bond form included in the bid package that the Contractor must execute prior to release of final payment under the Contract.
22. The successful bidder's Qualification Statement, if any.
23. The successful bidder's signed Signature Form.

G. Assignment: No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation monies that may become due and monies that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

This Agreement shall inure to the benefit of, and be binding upon, the successors in interest, legal representatives, trustees, and permitted assigns of either party.

H. Notices: All notices permitted or required hereunder shall be addressed as follows and shall be deemed delivered upon posting the notice first class, U.S. mail, postage prepaid:

Any written notice to the City shall be sent to:

Director of Public Works
City of Larkspur
325 Doherty Drive
Larkspur, CA 94939

Any written notice to Contractor shall be sent to:

_____
_____
_____

I. Governing law; Venue: The laws of the State of California shall govern this Agreement, without regard for the choice of law doctrine. Venue shall be in the County of Marin.

J. Severability: If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

IN WITNESS WHEREOF, CITY and CONTRACTOR have caused this Agreement to be executed the day and year first above written.

CITY OF LARKSPUR

_____
City Manager

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

NAME OF CONTRACTOR

_____
Signature

_____
Printed Name & Title

CITY OF LARKSPUR
PUBLIC WORKS DEPARTMENT
400 Magnolia Ave, Larkspur, CA 94939
(415) 927-5017

CONTRACT CHANGE ORDER NO.____
Sheet ___ of __

PROJECT NAME: _____

TO: _____ (contractor)
_____ (address)
_____

You are hereby directed to make the herein described changes to the plans and specifications or do the following described work not included in the plans and specifications on this contract. Upon execution by representatives authorized to bind the parties, this Change Order will become a part of the contract. The consideration specified in this Change Order (whether an adjustment of the contract price, an adjustment of time, and/or other consideration) is the full and sole compensation owed to the contractor as a result of the changes and issues described in this Change Order. Such consideration includes, but is not limited to, any and all direct and indirect costs incurred by the contractor as a result of the changes and issues described in this Change Order for any labor, equipment, materials, overhead (additional, extended, field and home office), profit, or time adjustments. By signing this Change Order the contractor waives and releases the owner from any and all claims for additional compensation concerning any of the changes and issues specified in this Change Order.

NOTE: This Change Order is not effective until approved by the Public Works Director.

To follow is the description of work to be performed, estimate of quantities and prices to be paid, segregated between additional work at contract price, agreed price and force account. Unless otherwise stated, rates for rental of equipment cover only such time as equipment is actually used and no allowance will be made for idle time.

Change requested by _____ .

SCOPE OF WORK:

METHOD OF PAYMENT: Options: ☐ Lump Sum, ☐ Extra Work at Force Account, ☐ Increase Unit Price, ☐ Decrease Unit Price, ☐ Agreed Unit Price
Estimated Cost: Increase _____.__

By reason of this order, the time of completion will be adjusted as follows: _____ **of days**

We, the undersigned Contractor, have given careful consideration to the change proposed and hereby agree, if this proposal is approved, that we will provide all equipment, furnish all materials, except as may otherwise be noted above, and perform all services necessary for the work above specified, and will accept as full payment the prices shown above.

By: _____ Title:_____ Date: ____
Contractor's Representative

Prepared by: ____**City's Project Manager**_____ Date: _____
Approval Recommended by**:** _____, Public Works Director Date: _____
Approved by (under $20,000):_____, Public Works Director Date:_____
Approved by ($20,000 and over): _____, City Manager Date:_____

602. PERFORMANCE BOND *[to be printed on Surety letterhead]*

FY 2015-2016 PAVEMENT MAINTENANCE PROJECT
City Project No. 500-2005-013-412001

WHEREAS, the CITY OF LARKSPUR (hereinafter designated as "City"), State of California, and

_____, (hereinafter designated as "Principal"), have entered into an agreement whereby Principal agrees to complete improvements specified in the Agreement and all documents forming the complete contract, which said agreement dated _____ , 20__, and identified as "FY 2015-2016 PAVEMENT MAINTENANCE PROJECT, City Project No. 500-2005-013-412001", are referred to and made a part hereof; and

WHEREAS, said Principal is required under the terms of said agreement to furnish a bond for the faithful performance of said agreement.

NOW, THEREFORE, we the Principal, and _____ , as surety, are held and firmly bound unto the City in the penal sum of $_____, lawful money of the United States, being not less than one hundred (100%) percent of the estimated contract cost of the work, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if the above bound Principal, his/hers/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 provisions in the said agreement and any alteration thereof made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall defend, indemnify and save harmless City, its officers, agents and employees, as therein stipulated, 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 successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

And the said Surety hereby stipulates and agrees that upon termination of the Agreement, the City reserves the right to refuse tender of the principal by the surety to complete the Work.

The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Agreement or to the work to be performed thereunder or the specifications accompanying the same shall in anyway effect 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 agreement or to the work or to the specifications.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and surety above named, on _____.

NOTE: To be signed by Principal and Surety
and acknowledgment and notarial seal attached.

(SEAL) *if bid is by a Corporation:*

_____
Principal

SURETY:
By: _____
Title: _____
Address: _____
_____

It has been confirmed that the Surety is admitted by the Department of Insurance to transact business in the State of California and has a Best's rating of at least A+.

The above bond is accepted and approved this _____ day of _____ , 20__.

_____
Attorney for the CITY OF LARKSPUR

603. LABOR AND MATERIALS BOND *[to be printed on Surety letterhead]*

FY 2015-2016 PAVEMENT MAINTENANCE PROJECT
City Project No. 500-2005-013-412001

KNOW ALL PERSONS BY THESE PRESENTS, that the CITY OF LARKSPUR ("City") a municipal corporation located in the County of Marin, State of California, by Resolution No._____, has awarded a contract to and has entered into an agreement with _____, hereinafter designated as "Principal" whereby Principal agrees to complete the improvements more particularly described in all documents forming the complete contract entitled "FY 2015-2016 PAVEMENT MAINTENANCE PROJECT, City Project No. 500-2005-013-412001", which said agreement is hereby referred to and made a part hereof; and

WHEREAS, pursuant to California Civil Code Section 3247, said Principal is required to furnish a bond in connection and with said contract, provided that if said Principal, or any of his/her/its Contractors, shall fail to pay for any materials, provisions, provender or other supplies or teams 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, the Surety of this bond will pay the same to the extent hereinafter set forth; and

WHEREAS, pursuant to California Civil Code Section 3248, such payment bond must be in a sum not less than one hundred percent (100%) of the total amount payable by the terms of the Agreement, and must satisfy the other requirements specified in that section.

NOW, THEREFORE, we the Principal and _____, as surety, are held and firmly bound unto the CITY OF LARKSPUR in the penal sum of $_____, lawful money of the United States, being not less than one hundred (100%) percent of the estimated contract cost of the work, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal, his/her/its heirs, executors, administrators, successors or assigns, or its subcontractors, shall fail to pay any of the persons named in Section 3181 of the Civil Code, or to pay for any labor, materials, provisions, provender, or other supplies or teams 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 for amounts due under the Unemployment Insurance Code with respect to such work or labor, or fail to pay for any amounts required to be deducted, withheld and paid over to the Employment Development Department from the wages of employees of the Principal or any subcontracts of the Principal pursuant to Section 13020 of the Unemployment Insurance code with respect to such work or labor, then said Surety will pay the same in or to an amount not exceeding the amount hereinabove set forth, and also will pay in case suit is brought upon this bond a reasonable attorney's fee in such suit, which fee shall be fixed by the Court.

AS FURTHER TERMS OF THIS BOND, IT IS UNDERSTOOD AS FOLLOWS:

1. This bond and all its provisions shall inure to the benefit of and all persons named in Section 3181 of the Civil Code so as to give a right of action to such persons or their assigns in any suit brought upon this bond.

2. This bond is given to comply with the provisions of Chapter 7, Part 4, Division 3, of the Civil Code. The liability of the Principal and Surety hereunder is governed by the provisions of said Chapter, all acts amendatory thereof, and all other statutes referred to therein.

And the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any wise 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 this contract or to the work or to the specifications.

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

NOTE: To be signed by Principal and Surety
and acknowledgment and notarial seal attached.

(SEAL) *if bid is by a Corporation:*

_____
Principal

SURETY:
By: _____
Title: _____
Address: _____
_____

It has been confirmed that the Surety is admitted by the Department of Insurance to transact business in the State of California and has a Best's rating of at least A+.

The above bond is accepted and approved this _____ day of _____ , 20__.

_____
Attorney for the CITY OF LARKSPUR

604. **DEFECTIVE MATERIAL and WORKMANSHIP BOND** *[to be printed on Surety letterhead]*

FY 2015-2016 PAVEMENT MAINTENANCE PROJECT
City Project No. 500-2005-013-412001

KNOW ALL PERSONS BY THESE PRESENTS, that the CITY OF LARKSPUR ("City") a municipal corporation located in the County of Marin, State of California, has awarded a contract to and has entered into an agreement with _____, hereinafter designated as "Principal" whereby Principal agrees to complete the improvements more particularly described in all documents forming the complete contract entitled "FY 2015-2016 PAVEMENT MAINTENANCE PROJECT, City Project No. 500-2005-013-412001", which said agreement is hereby referred to and made a part hereof; and

WHEREAS, said Principal is required to furnish a bond in connection and with said contract, to protect the City against the results of defective materials or workmanship for a period of one (1) year after completion and acceptance.

NOW, THEREFORE, we the Principal and _____, as surety, are held and firmly bound unto the CITY OF LARKSPUR in the sum of $_____, lawful money of the United States, being not less than ten (10%) percent of the estimated contract cost of the work, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these present.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said work is found to contain defects in material or workmanship within a period of one (1) year from the date of completion and acceptance and the Principal, his/her/its heirs, executors, administrators, successors or assigns, shall fail to correct such defects, then said Surety will pay the cost for correction of any defects in material or workmanship which appear within said 1 year in or to an amount not exceeding the amount hereinabove set forth, and also will pay in case suit is brought upon this bond a reasonable attorney's fee in such suit, which fee shall be fixed by the Court.

If any action shall be brought by the City upon the bond, a reasonable attorney's fee, to be fixed by the Court, shall be and become a part of the City's Judgment in any action.

And the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any wise 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 this contract or to the work or to the specifications.

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their seals this _____ day of _____, 2014, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

NOTE: To be signed by Principal and Surety
and acknowledgment and notarial seal attached.

(SEAL) *if bid is by a Corporation:*

_____
Principal

SURETY:
By: _____
Title: _____
Address: _____
_____

The above bond is accepted and approved this _____ day of _____ , 20__.

_____
Attorney for the CITY OF LARKSPUR

605. **GUARANTEE** *[to be printed On Contractor's letterhead]*

FY 2015-2016 PAVEMENT MAINTENANCE PROJECT
City Project No. 500-2005-013-412001

Project Description:
The Contractor is responsible for the work included in these project documents including drawings and specifications. As part of the work, Contractor is responsible for coordinating certain of the described work as shown on the drawings and as further described below:

The work generally consists of sawcutting; excavation, removal and disposal of asphalt roadway section; PCC improvements; raising and lowering utility covers; cold planning and disposal of asphalt pavement; quicklime/cement soil treatment of subsurface materials; setup and maintenance of traffic control system and water pollution control program; construction of PCC curb ramps, sidewalk, and curb and gutter; placement of hot mix asphalt (HMA) and rubberized hot mix asphalt (RHMA) pavement materials; replacement of traffic striping and markings; installation of object markers; replacement of loop detectors; excavation, installation and backfill of storm drainage pipe and structures; cleanup of the project area; and other items of work as shown on the plans. The project is located on various streets.

Date of Acceptance: _____

We hereby guarantee that the work we have installed for the City has been done in accordance with the approved Plans and Specifications as well as all applicable State and local regulations and that the work as installed will fulfill the requirements of the guarantee. We agree to repair or replace any or all of our work, together with any other adjacent damages resulting from our work, that may prove to be defective in its workmanship or material within a period of one (1) year from the date of acceptance of the above-named work by City without any expense whatsoever to the City, ordinary wear and tear and unusual abuse or neglect excepted.

Within fifteen (15) days after being notified in writing by City of any defects in the work, we agree to commence and prosecute with due diligence all work necessary to fulfill the terms of this guarantee, and to complete the work within a reasonable period of time (not to exceed thirty (30) days after commencement of the repair work); and in the event of our failure to so comply, we collectively and separately, do hereby authorize said City to proceed to have such work done at our expense and we will honor and pay the cost and charges therefor upon demand.

Dated:_____

Contractor:

By: _____

Title: _____
(To be signed and notarized before acceptance of project)

606. ESCROW AGREEMENT FOR SECURITY DEPOSITS IN LIEU OF RETENTION

FY 2015-2016 PAVEMENT MAINTENANCE PROJECT
City Project No. 500-2005-013-412001

This Escrow Agreement is made and entered into by and between the City of Larkspur, hereinafter called "City", whose address is 400 Magnolia Avenue, Larkspur, California, 94939 and

_____, hereinafter called "Contractor",

whose address is _____, and

_____, hereinafter called "Escrow Agent"

whose address is _____.

For consideration hereinafter set forth, the City, Contractor, and Escrow Agent agree as follows:

1. Pursuant to Section 22300 of the Public Contract Code of the State of California, Contractor has the option to deposit securities with Escrow Agent as a substitute for retention earnings required to be withheld by City pursuant to the Construction Contract entered into between the City and Contractor for the project entitled _____ in the amount of _____._____ dated _____ (hereinafter referred to as the "Contract'). Alternatively, on written request of the Contractor, the City shall make payments of the retention earnings directly to the Escrow Agent. When Contractor deposits the securities as substitute for Contract earnings, the Escrow Agent shall notify the City within ten (10) days of the deposit. The market value of the securities at the time of the substitution shall be at least equal to the cash amount then required to be withheld as retention under the terms of the Contract between the City and Contractor. Securities shall be held in the name of _____and shall designate the Contractor as the beneficial owner.

2. The City shall make progress payments to the Contractor for such funds which otherwise would be withheld from progress payments pursuant to the Contract provisions, provided that the Escrow Agent holds securities in the form and amount specified above.

3. When the City makes payment of retentions earned directly to the Escrow Agent, the Escrow Agent shall hold them for the benefit of the Contractor until such time as the escrow created under this contract is terminated. The Contractor may direct the investments of the payments into securities. All terms and conditions of this agreement and the rights and responsibilities of the parties shall be equally applicable and binding when the City pays the escrow agent directly.

4. Contractor shall be responsible for paying all fees for the expenses incurred by Escrow Agent in administering the Escrow Account and all expenses of the City. These expenses and payment terms shall be determined by the City, Contractor and Escrow Agent.

5. The interest earned on the securities or the money market accounts held in escrow and all interest earned on that interest shall be for the sole account of the Contractor and shall be subject to withdrawal by Contractor at any time and from time to time without notice to the City.
6. Contractor shall have the right to withdraw all or any part of the principal in the Escrow Account only by written notice to Escrow Agent accompanied by written authorization from City to the Escrow Agent that City consents to the withdrawal of the amount sought to be withdrawn by Contractor.
7. The City shall have a right to draw upon the securities in the event of default by the Contractor. Upon seven (7) day's written notice to the Escrow Agent from the City of the default, the Escrow Agent shall immediately convert the securities to cash and shall distribute the cash as instructed by the City.
8. Upon receipt of written notification from the City certifying that the Contract is final and complete, and that the Contractor has complied with all requirements and procedures applicable to the Contract, Escrow Agent shall release to Contractor all securities and interest on deposit less escrow fees and charges of the Escrow Account. The escrow shall be closed immediately upon disbursement of all monies and securities on deposit and payments of fees and charges.
9. Escrow Agent shall rely on the written notifications from the City and the Contractor pursuant to Sections (4) to (6) inclusive, of this agreement and the City and Contractor shall hold Escrow Agent harmless from Escrow Agent's release and disbursement of the securities and interest as set forth above.
10. The names of the persons who are authorized to give written notice or to receive written notice on behalf of the City and on behalf of Contractor in connection with the foregoing, and exemplars of their respective signatures, are as follows:

CITY:

Signature

Name

Title

CONTRACTOR:

Signature

Name

Title

ON BEHALF OF ESCROW AGENT:

Signature

Name

Title

Address

At the time the Escrow Account is opened, the City and Contractor shall deliver to the Escrow Agent a fully executed counterpart of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement by their proper officers on the date first set forth above.

ON BEHALF OF CITY:

Signature

Name

Title

Address

ON BEHALF OF CONTRACTOR:

Signature

Name

Title

Address

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SECTION 700 - TECHNICAL SPECIFICATIONS

These Technical Specifications were prepared under the direction of the following:

_____ 8/17/15
Joseph L. Ririe, P.E. Date

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SECTION 700 - TECHNICAL SPECIFICATIONS

701. GENERAL DESCRITION OF WORK

The work shall generally consist of:

The work generally consists of sawcutting; excavation, removal and disposal of asphalt roadway section; PCC improvements; raising and lowering utility covers; cold planning and disposal of asphalt pavement; quicklime/cement soil treatment of subsurface materials; setup and maintenance of traffic control system and water pollution control program; construction of PCC curb ramps, sidewalk, and curb and gutter; placement of hot mix asphalt (HMA) and rubberized hot mix asphalt (RHMA) pavement materials; replacement of traffic striping and markings; installation of object markers; replacement of loop detectors; excavation, installation and backfill of storm drainage pipe and structures; cleanup of the project area; and other items of work as shown on the plans. The project is located on various streets.

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 obtain the approval of the Engineer prior to the use of any area within the road right of way for storage purposes as approved by the Engineer. The Contractor shall also notify and obtain encroachment permits from Caltrans and the City prior to the start of construction.

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

The Contractor shall provide to the Engineer the names, address and telephone numbers of at least two emergency contacts for the duration of this contract.

The unit price bid for each item shall be full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in the bid item.

702. PAYMENT FOR EXTRA WORK

Refer to General Provisions 11. Change of Contract Price. When payment is made on a force account basis the amount shall be determined in accordance with Sections 9-1.04A through 9-1.04D of the State Specifications, except that actual payroll taxes and required contributions will be used in lieu of the labor surcharge specified in Section 9-1.04B.

703. EXISTING FACILITIES

Attention is directed to Special Provisions 400.E.2 and these Technical Specifications.

It is not the intent of the plans to show the exact locations of existing underground utilities or structures and the agency Engineer assumes no responsibility therefore. Whenever any such utilities are indicated thereon the Contractor shall be responsible for verifying their actual location and depth in the field, by potholing if necessary. The Contractor shall be responsible for any damage to utilities shown on the plans, located by Underground Service Alert, or as specified herein, as a result of his operations.

The Contractor's attention is directed to the existence of certain underground facilities that may require special precautions to protect the health, safety and welfare of the workmen and of the public. These facilities include, but are not limited to: irrigation lines and peripherals, parking light electric supply system conductors or conduits, telephone and cable service lines, either directly buried or in duct or conduit, and underground water, gas and electrical distribution systems.

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

Existing utilities in the easements on private property that are not shown on the plans: the Contractor shall be responsible for locating said utilities prior to any construction and shall keep said utilities continuously functioning during the course of the work. If the Contractor for his own reasons needs to shut off or relocate any of said utilities, the Contractor shall give advance notice to and coordinate with the owner of the property and the occupant.

Equipment operating under PG&E electric and AT&T communications lines shall observe minimum clearance from the lines, and all other requirements, as set forth in Article 86 of the Electrical Safety Orders of the State division of Industrial Safety and AT&T requirements.

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

If applicable the Contractor shall keep the existing drainage system and sanitary sewer system fully functional at all times. If the Contractor for his own reasons desires to block off any portion of these systems, he shall construct a bypass system capable of handling the flow. This bypass system, if constructed, will be for the convenience of the Contractor and shall be constructed at his own expense.

The Contractor shall exercise care not to damage existing property including but not limited to trees, shrubs and landscaping outside the work area. Any damage caused by the contractor shall be replaced by the Contractor at his expense.

Prior to commencing any excavation, the Contractor shall notify Underground Service Alert (USA) three (3) days in advance of any excavations:

Underground Service Alert: Dial 811 or (800) 227-2600
All existing facilities in conflict with the proposed improvement shall be relocated by the contractor.

Nothing in these Special Provisions shall relieve the Contractor from his responsibilities as provided in Section 7-1.04, "Public Safety," of the State Standard Specifications.

Full compensation for complying with the above provisions shall be considered as having been included in the price paid for various contract items of work and no separate payment will be made thereafter.

704. GENERAL REQUIREMENTS

A. General

All work shall conform to the applicable provisions of the State of California, Department of Transportation, Standard Specifications (Caltrans); these Special Provisions; and the plans and typical sections. Unless specifically mentioned otherwise, all references to Standard Specifications (Caltrans) are for the 2010 version.

B. Mobilization

Mobilization shall conform to Section 11, "Mobilization" of the 2010 Standard Specifications.

Mobilization shall include the furnishing and providing for regular maintenance of temporary sanitary facilities on the job for the duration of the project. Failure to comply with this requirement will result in withholding of mobilization payments in the amount deemed appropriate by the Director of Public Works.

C. Roadway Preparation

The work under this section consists of preparing the roadway prior to resurfacing or reconstruction as specified in these Special Provisions and as required by the Engineer. Such work shall include controlling nuisance water; sweeping; watering; removal of all raised pavement markers; removal of all thermoplastic pavement markings; removal of loose and broken concrete, hot mix asphalt pavement, and foreign material; and the spraying and removal of weed growth. Any roadway area

that contains existing weed growth shall be treated with an E.P.A. approved herbicide composed of glyphosate and oryzaline, combined and applied according to label directions.

In addition, the Contractor shall implement their Water Pollution Control Program prior to the start of construction, as specified in these Special Provisions.

D. Project Site Maintenance

Throughout all phases of construction until final acceptance, including any periods of work suspension, the site shall be kept clean and free from rubbish and debris. The Contractor shall furnish and operate a self-loading motor sweeper with spray nozzles at least once each working day for the purpose of keeping paved areas acceptably clean wherever construction, including restoration, is incomplete.

The Contractor shall abate dust by sprinkling water or other means as necessary, but the use of water resulting in mud on public streets will not be permitted.

Excess excavated materials from any source shall be removed from the site immediately. Forms and lumber shall be removed the day of form removal. Materials and equipment shall be removed from the site as soon as they are no longer necessary.

Before the final inspection, the site shall be cleared of equipment, unused materials, and rubbish so as to present a satisfactory clean and neat appearance. All pavement areas shall be swept with a street sweeper immediately prior to the final inspection. All concrete areas shall be broom cleaned.

All topsoil areas shall be raked. All cleanup costs shall be included in the Contractor's bid. In the event that the Contractor fails to perform this final cleanup, the Agency may remove and/or dispose of the articles or materials at the Contractor's expense.

Care shall be taken to prevent spillage on haul routes. Any such spillage shall be removed immediately and the area cleaned.

E. Sanitary Facilities

The Contractor shall provide and maintain enclosed, portable restrooms for the use of personnel engaged in the work. These accommodations shall be maintained in a neat and sanitary condition, and shall comply with all applicable laws, ordinances, and regulations pertaining to public health and sanitation.

F. Protection and Restoration of Existing Improvements

The Contractor shall be responsible for the protection of public and private property adjacent to the work and shall exercise due caution to avoid damage to such property.

The Contractor shall repair or replace all existing improvements within the right-of-way which are not designated for removal, but that are damaged or removed as a result of its operations. Repairs and replacements shall be at least equal to existing improvements and shall match them in finish and dimension.

G. Notification of Residents, Businesses, and Agencies

The Contractor shall notify the affected residents and businesses four calendar days in advance of the start of work. Notification shall be done by using “door knob” type notices which shall include a description of the impending work, the date and time when traffic will be restricted, and a date and time when parking will not be allowed along the street scheduled for renovation. Contractor shall submit a sample notice for review and approval by the City five calendar days prior to distribution.

Ten calendar days prior to beginning construction, the Contractor shall assist in notifying local schools, hospitals, ambulance services, police and fire departments, transit agencies, refuse collectors and Underground Service Alert (USA) of its schedule of work.

The Contractor shall furnish and place “No Parking” signs, 12 inches by 18 inches minimum size and approved by the Engineer, throughout the area of work at fifty foot intervals two working days (four calendar days prior to work beginning on a Monday or Tuesday) prior to the start of construction. In rural areas, the signs shall be placed at intervals not to exceed 400 feet. The signs shall include the date and time during which parking is prohibited. The Contractor shall remove these signs immediately when they are no longer needed.

If for any reason the work is delayed or rescheduled after the required notifications have been issued, the Contractor shall re-date the signs affected, notify residents and businesses of the change via a new “door knob” notice, and re-contact the local services and agencies. If the work is delayed more than five calendar days, the Contractor shall remove the signs and place re-dated signs two working days (four calendar days prior to work beginning on a Monday or Tuesday) in advance of the work.

H. Construction Surveying

Contractor shall be responsible for all construction surveying necessary to establish lines and grades for new construction where grades are indicated on the plans.

Protect or re-locate temporary benchmarks and control points during construction activities.

Special Instructions for Construction Timing for Quicklime/Cement Soil Treatment on Larkspur Plaza Drive.

The contractor shall not commence work on quicklime/cement soil treatment streets until there is a forecasted two-week (14 calendar day) window of dry weather (0% precipitation). The contractor must complete all paving work within the two-week window. Paving work consists of cold planing and removal of 2-1/2 inches of the existing pavement section, quicklime/cement soil treatment of the underlying subgrade to a depth of 6 inches, and placement of the 2-1/2 inch RHMA surface course. The schedule for this work will be reviewed and approved by the City prior to the commencement of work.

I. Measurement and Payment

Full compensation for **"General Requirements"** shall be considered as included in the contract prices paid for the various bid items of work involved and no additional compensation will be allowed therefore.

705. TRAFFIC CONTROL

A. General

The work shall consist of maintaining and controlling all vehicular and pedestrian traffic through the construction zone and/or detour routes and shall conform to the "Manual of Traffic Control for Construction and Maintenance Work Zone" (Traffic Manual) published by the State of California, Department of Transportation. The manual prescribes minimum standards for the application of uniform traffic control devices such as traffic cones, barricades, regulatory signs, warning signs, and guide signs. The Contractor shall have a copy of the manual at the work site and shall comply with its provisions.

B. Material and Equipment

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

C. Construction

Traffic control shall include the installation, maintenance, and removal of all necessary traffic control equipment. Damaged or missing equipment shall be

replaced upon discovery. Equipment left in place over weekends or during other periods of non-work shall be checked and maintained on a daily basis until the work is complete and all traffic control devices are removed from the project.

D. Traffic Control Plan

Two weeks (ten working days) prior to starting any construction work, the Contractor shall submit to the Engineer for his review a detailed traffic maintenance and control plan for the various affected project sites or streets. No work may begin in any area until the Traffic Control Plan has been reviewed and approved by the City Traffic Engineer.

E. Construction Signing

Construction signing shall consist of furnishing, installing, maintaining, and removing construction signs, cones, delineators, and barricades.

F. Flagmen

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

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

G. Portable Delineators

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

All portable delineators shall comply with the current version of the Traffic Manual.

The portable delineators shall be spaced as necessary for proper traffic control. However, in no case shall the spacing between the portable delineators exceed fifty feet on tangents or twenty-five feet on curves.

H. Restrictions on Closure of Traffic Lanes

The Contractor shall submit to the City a traffic plan showing the detouring of traffic during construction. The traffic plan must be approved by the Engineer prior to any road closures.

I. Measurement and Payment

The contract lump sum price paid for **"Traffic Control"** shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all work involved in Traffic Control, complete in place, including but not limited to furnishing, installing, maintaining, relocating and removing all traffic control and construction signing components, preparation and implementation of Traffic Control Plan, traffic control supervision, flagmen, portable delineators, pilot cars, and the convenience and safety of the public, as shown on the plans, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer.

706. WATER POLLUTION CONTROL PROGRAM

A. General

The Contractor shall provide a Water Pollution Control Program (WPCP) which describes in specific detail the Contractor's program to prevent contamination of the storm water collection system. The program shall address both common construction activities and extraordinary events.

The WPCP shall comply with the requirements of the storm water quality management plans of the local governing jurisdictions. The plan shall address the prevention of particulates or pollutants from entering the storm water system from the job site, whether due to routine operations or spills.

B. Construction

The Contractor shall continuously provide at the job site all of the tools, equipment, and materials necessary to implement the WPCP. This requirement shall be enforced at all times from project initiation through completion, including any punch list or warranty work on the project.

1. Submittal

The Contractor shall submit 3 copies of the WPCP a minimum of 10 working days prior to beginning construction. Construction shall not begin until the WPCP is approved.

2. Protection of Existing Storm Water System

As the first order of work, the Contractor shall protect the existing storm water system from entrance of particulates and pollutants. Such protection

shall include implementing the Best Management Practices (BMP) as outlined in the WPCP.

In addition to the Best Management Practices outlined in the local governing jurisdiction's plans, the protection system shall have a minimum of 3 features:

a. A particulate filter of geosynthetic material securely fastened in place such that it cannot be bypassed without significant physical damage,

b. A pre-filter for the particulate filter, and

c. On-hand materials to close off an inlet or opening in the case of a significant pollution spill.

3. Material Storage Areas

All material and/or equipment storage areas where liquid construction materials are kept, including but not limited to asphalt emulsions, paving oils, and seal coat materials, shall be protected by a physical barrier capable of containing the entire volume of stored liquid materials. During active construction activities, portions of the barrier may be removed for access. However, the barrier materials must be readily accessible for replacement by on-site construction personnel. The barrier must be in place at all times when construction personnel are absent from the storage site.

4. System Inspection and Maintenance

The Contractor shall inspect and repair or replace any damaged or clogged element on a daily basis. During periods of precipitation where runoff occurs, the system shall be checked twice daily, seven days a week, whether or not any work has been performed. The daily checks shall be between 6 a.m. and 9 a.m., and 4 p.m. and 8 p.m.

The Contractor shall provide a monitoring log of each inspection.

5. Non-Storm Spills or Pollution

The WPCP shall address practices for the cleanup of spilled or leaked pollutants such as hydraulic oil from damaged or leaking equipment. The plan shall include readily available equipment and materials to contain and absorb the pollutants, collection of these materials, and disposal of the materials to an approved disposal facility. The plan shall include ultimate disposal from the Contractor's yard.

The Contractor shall keep a record of any spills on the daily inspection logs. In addition, at the end of the project, the Contractor must certify that all contaminated materials have been properly disposed of in accordance with the WPCP.

C. Measurement and Payment

The contract lump sum price paid for **"Water Pollution Control Program"** shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in WPCP, complete in place, including but not limited to preparing, implementing, inspecting, maintaining, and removing the WPCP as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

In addition, failure to perform and document the required daily inspections shall result in a daily penalty of $250.00 per calendar day. The imposition of the penalty shall not relieve the Contractor of any obligations of these project requirements.

Payment for the work involved under the bid item for the WPCP may be made on a partial payment system based on the completion of the following stages of the work:

Work Description	Payment Percentage
Develop plan	10% of bid price
Initial plan implementation	10% of bid price
Removal of BMP's at completion	10% of bid price
Inspection and Maintenance of WPCP	70% of bid price/contract time in calendar days

707. REMOVE TRAFFIC STRIPE/PAVEMENT MARKINGS AND PREPARE LEAD COMPLIANCE PLAN

A. General

Traffic stripe and pavement markings shall be removed at the locations shown on the plans and as directed by the Engineer.

Waste from removal of yellow thermoplastic and yellow painted traffic stripe contains lead chromate in average concentrations greater than or equal to 350 ppm and less than 1000 ppm Total Lead. Yellow thermoplastic and yellow paint traffic stripe exist along the length of the project. Residue produced when yellow thermoplastic and yellow paint are removed may contain heavy metals in

concentrations that exceed thresholds established by the California Health and Safety Code and may produce toxic fumes when heated.

The removed yellow thermoplastic and yellow paint shall be disposed of at a Class 1 disposal facility or a Class 2 disposal facility permitted by the Regional Water Quality Control Board in conformance with the requirements of the disposal facility operator within 5 days after accumulating 220 pounds of residue and dust. The Contractor shall make necessary arrangements with the operator of the disposal facility to test the yellow thermoplastic and yellow paint residue as required by the facility and these special provisions. Testing shall include, at a minimum, (1) Total Lead and Chromium by EPA Method 7000 series and (2) Soluble Lead and Chromium by California Waste Extraction Test. From the first 887 gallons of waste or portion thereof, if less than 887 gallons of waste are produced a minimum of four randomly selected samples shall be taken and analyzed. From each additional 222 gallons of waste or portion thereof, if less than 222 gallons are produced a minimum of one additional random sample shall be taken and analyzed. The Contractor shall submit the name and location of the disposal facility and analytical laboratory along with the testing requirements to the Engineer not less than 2 days prior to the start of removal of yellow thermoplastic and yellow painted traffic stripe. The analytical laboratory shall be certified by the Department of Health Services Environmental Laboratory Accreditation Program. Test results shall be provided to the Engineer for review prior to signing a waste profile as requested by the disposal facility, prior to issuing an EPA identification number and prior to allowing removal of the waste from the site.

The Contractor shall prepare a project specific Lead Compliance Plan to prevent or minimize worker exposure to lead while handling removed yellow thermoplastic and yellow paint residue. Attention is directed to Title 8, California Code of Regulations, Section 1532.1, "Lead," for specific Cal-OSHA requirements when working with lead.

The Lead Compliance Plan shall contain the elements listed in Title 8, California Code of Regulations, Section 1532.1(e)(2)(B). Before submission to the Engineer, the Lead Compliance Plan shall be approved by an Industrial Hygienist certified in Comprehensive Practice by the American Board of Industrial Hygiene. The Plan shall be submitted to the Engineer at least 7 days prior to beginning removal of yellow thermoplastic and yellow paint.

Prior to removing yellow thermoplastic and yellow painted traffic stripe and pavement marking, personnel who have no prior training, including State personnel, shall complete a safety training program provided by the Contractor that meets the requirements of Title 8, California Code of Regulations, Section 1532.1, "Lead," and the Contractor's Lead Compliance Program.

Personal protective equipment, training, and washing facilities required by the Contractor's Lead Compliance Plan shall be supplied to State personnel by the Contractor. The number of City personnel will be 2.

Where grinding or other methods approved by the Engineer are used to remove yellow thermoplastic and yellow painted traffic stripe, the removed residue, including dust, shall be contained and collected immediately. Sweeping equipment shall not be used. Collection shall be by a high efficiency particulate air filter (HEPA) equipped vacuum attachment operated concurrently with the removal operations or other equally effective methods approved by the Engineer. The Contractor shall submit a written work plan for the removal, storage, and disposal of yellow thermoplastic and yellow painted traffic stripe and pavement marking to the Engineer for approval not less than 7 days prior to the start of the removal operations. Removal operations shall not be started until the Engineer has approved the work plan.

The removed yellow thermoplastic and yellow painted traffic stripe residue shall be stored and labeled in covered containers. Labels shall conform to the provisions of Title 22, California Code of Regulations, Sections 66262.31 and 66262.32. Labels shall be marked with date when the waste is generated, the words "Hazardous Waste", composition and physical state of the waste (for example, asphalt grindings with thermoplastic or paint), the word "Toxic", the name and address of the Engineer, the Engineer's telephone number, contract number, and Contractor or subcontractor. The containers shall be a type approved by the United States Department of Transportation for the transportation and temporary storage of the removed residue. The containers shall be handled so that no spillage will occur. The containers shall be stored in a secured enclosure at a location within the project limits until disposal, as approved by the Engineer.

If the yellow thermoplastic and yellow painted traffic stripe residue is transported to a Class 1 disposal facility, a manifest shall be used, and the transporter shall be registered with the California Department of Toxic Substance Control. The Engineer will obtain the United States Environmental Protection Agency Identification Number and sign all manifests as the generator within 2 working days of receiving sample test results and approving the test methods.

The Contractor shall assume that the yellow paint removed is not regulated under the Federal Resource Conservation and Recovery Act (RCRA). Additional disposal costs for removal residue regulated under RCRA, as determined by test results required by the disposal facility, will be paid for as extra work as provided in Section 4-1.05, " Changes and Extra Work," of the Standard Specifications.

Nothing in these special provisions shall relieve the Contractor of the Contractor's responsibilities as specified in Section 7-1.04, "Public Safety," of the Standard Specifications.

B. Measurement and Payment

The contract lump sum price paid for **"Remove Traffic Stripe/Pavement Markings and Prepare Lead Compliance Plan"** shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in Remove Traffic Stripe/Pavement Markings and Prepare Lead Compliance Plan, complete in place, including removing and disposing or existing traffic stripes, markings, markers and underlying adhesive, paying the Certified Industrial Hygienist, and for providing personnel protective equipment, training, air monitoring, and medical surveillance, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

708. HOT MIX ASPHALT (HMA)

A. General

This work includes producing and placing hot mix asphalt (HMA) surface course using modified Standard Process, and placing Minor Hot Mix Asphalt using the Method Process as indicated herein.

Comply with Section 39, "Hot Mix Asphalt," of the 2010 Standard Specifications except as modified in these special provisions.

B. Submittals

Submit JMF information on Form CEM-3511 and Form CEM-3512. Submit Form CEM-3513 or CEM 3514 for mixes that have been verified within last 12 months. For unverified mixes, coordinate mix verification with Engineer.

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

C. Materials

1. Mix Types

Generally, the hot mix asphalt to be used will be as follows unless modified by the Engineer:

Base Courses: 3/4 inch Maximum, Type A, hot mix asphalt for base courses greater than 2-1/2 inches (0.20 feet or 65 mm).

1/2 inch Maximum, Type A, hot mix asphalt for base courses of 2-1/2 inches (0.20 feet or 65 mm) or less.

Leveling Courses: 3/8 inch Maximum, Type A hot mix asphalt for leveling courses of 3/4 of an inch (0.06 feet or 19 mm) or less.1/2 inch Maximum, Type A, hot mix asphalt for leveling courses greater than 3/4 of an inch (0.06 feet or 19 mm).

Surface Courses: 1/2 inch Maximum, Type A, hot mix asphalt for surface courses of 2-1/2 inches (0.20 feet or 65 mm) or less on residential minor collectors; surface courses less than 2 inches (0.17 feet or 50 mm) on collectors and arterials; and on all alleyways and parking lots.

3/4 inch Maximum, Type A, hot mix asphalt for surface courses greater than 2 inches (0.17 feet or 50 mm) on collectors and arterials.

2. Asphalt Binder

The grade of asphalt binder mixed with aggregate for all HMA Type A must be PG 64-16 and shall conform to Subsection 92-1.02(B) of the Standard Specifications.

3. Aggregate

The aggregate for the surface course and digouts shall be HMA Type A and must comply with the 1/2" grading (surface course / base course) or 3/4" (base courses equal to or greater than 2-1/2” thick) grading.

The aggregate for the leveling course shall be HMA Type A and must comply with the 3/8” grading.

C. Construction

1. Surface Preparation

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

2. Sampling

Hot mix asphalt samples may be obtained from truck beds at the plant, from the hopper of the spreading machine, or from the completed mat at the discretion of the Engineer. The Contractor shall facilitate the sampling process.

3. Construction Sequencing

The HMA in the digouts shall be placed on the same day as the removal. The HMA shall be placed and compacted in two lifts.

4. Quality Control

The Contractor is not required to submit quality control test results. However, if quality control test results are not submitted to the Engineer within 3 days of paving, the Contractor waives the right to dispute the Engineer's results.

5. Engineer's Acceptance

Modify 39-2.03A Testing as follows:

Change footnote e(1) to read as follows: "1. Use one location per pavement repair if the repair area is less than 200 square feet. Use three locations for areas between 200 and 1200 sf. Use three tests per 1200 sf thereafter."

Compaction shall be between 92.0% and 97.0%.

Add the following footnotes:

k. Engineer shall perform testing in accordance with CT 375 for acceptance, except maximum specific gravity (CT 309) shall replace TMD testing. Contractor shall perform independent quality control testing continuously during paving using nuclear or non-nuclear methods.

l. Failing tests shall be verified by coring if requested by the Contractor. The Contractor will take cores at locations randomly determined by the Engineer and give them to the engineer for testing. A minimum of 1 core per 250 tons or 3 cores per street, whichever is greater, shall be taken. Results shall be reported as the average of 3 cores.

Passing cores shall be paid for by the owner. Failing cores shall be paid for by the Contractor. If the core density testing produces both passing and failing cores, the cost will be prorated between the owner and Contractor.

The table for deductions indicated in the referenced revised Caltrans Section 39 shall apply to individual cores. The following table shall apply to deductions for average compaction of a lot:

Reduced Payment Factors for Percent of Maximum Theoretical Density

HMA Type A and B Percent of Maximum Theoretical Density	Reduced Payment Factor	HMA Type A and B Percent of Maximum Theoretical Density	Reduced Payment Factor
92.0	0.0000	97.0	0.0000
91.9	0.0125	97.1	0.0125
91.8	0.0250	97.2	0.0250
91.7	0.0375	97.3	0.0375
91.6	0.0500	97.4	0.0500
91.5	0.0625	97.5	0.0625
91.4	0.0750	97.6	0.0750
91.3	0.0875	97.7	0.0875
91.2	0.1000	97.8	0.1000
91.1	0.1125	97.9	0.1125
91.0	0.1250	98.0	0.1250
90.9	0.1375	98.1	0.1375
90.8	0.1500	98.2	0.1500
90.7	0.1625	98.3	0.1625
90.6	0.1750	98.4	0.1750
90.5	0.1875	98.5	0.1875
90.4	0.2000	98.6	0.2000
90.3	0.2125	98.7	0.2125
90.2	0.2250	98.8	0.2250
90.1	0.2375	98.9	0.2375
90.0	0.2500	99.0	0.2500
< 90.0	Remove and Replace	> 99.0	Remove and Replace

The Contractor shall have hand-compaction equipment immediately available for compacting all areas inaccessible to rollers. Hand-compaction shall be performed concurrently with breakdown rolling. If for any reason hand-compaction falls behind breakdown rolling, further placement of hot mix asphalt shall be suspended until hand-compaction is caught up. Hand-

compaction includes vibraplates and hand tampers. Hand torches shall be available for rework of areas which have cooled.

After compaction, the surface texture of all hand work areas shall match the surface texture of the machine placed mat. Any coarse or segregated areas shall be corrected immediately upon discovery. Failure to immediately address these areas shall cause suspension of hot mix asphalt placement until the areas are satisfactorily addressed, unless otherwise allowed by the Engineer.

6. Temporary Transitions

The Contractor shall construct temporary pavement transitions at all transverse paving joints greater than 1 inch prior to allowing traffic onto the paved surface. Temporary pavement transitions shall have a maximum slope of 20:1 or as approved by the engineer and be constructed on Kraft paper or other suitable bond breaker such that upon removal of the temporary pavement transition, a clean notch remains. The temporary transitions may be constructed of either cold mix or hot mix.

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

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

D. Measurement and Payment

Section 39-6, “Payment,” of the Standard Specifications shall not apply.

The contract price paid per ton for **“1/2 HMA (Type A) PG 64-16”** and **“3/8 HMA (Type A) PG 64-16”** shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in constructing HMA, complete in place, including surface preparation, tack coat, JMF preparation, submission and verification testing costs, Contractor’s Quality Control Plan, and the costs of coring to verify core densities, if required, as shown on the plans, as specified in the Standard Specification and these special provisions, and as directed by the Engineer

709. RUBBERIZED HOT MIX ASPHALT (RHMA)

A. General

1. Summary

This work includes producing and placing rubberized hot mix asphalt (gap graded) (RHMA-G) using the Standard process.

Comply with Section 39, "Hot Mix Asphalt," of the 2010 Standard Specifications except as modified herein.

2. Submittals

Submit JMF information on Form CEM-3511 and Form CEM-3512. Submit Form CEM-3513 or CEM-3514 for mixes that have been verified within last 12 months. For unverified mixes, coordinate mix verification with Engineer.

B. Materials

1. General

All hot mix asphalt materials shall be as specified in Section 39, “Hot Mix Asphalt”, of the 2010 Standard Specifications; these Technical Provisions; and the plans and typical sections.

The aggregate shall be **3/8-inch** RHMA-G and shall conform to the following gradation and production tolerances:

3/8-inch RHMA-G		
Sieve sizes	**Target value limits**	**Allowable tolerance**
1/2”	100	---
3/8”	78 – 92	TV ± 6
No. 4	28 – 42	TV ± 7
No. 8	15 – 25	TV ± 6
No. 30	5 – 15	TV ± 5
No. 200	2.0 – 7.0	TV ± 2

In addition to complying with all aggregate quality requirements for RHMA-G in Section 39 (Hot Mix Asphalt) of the California Department of Transportation’s 2010 Standard Specifications, the following aggregate quality requirements shall apply:

Quality characteristic	Test method	Requirement
Coarse durability	California Test 229	65 minimum
Fine durability	California Test 229	50 minimum
Percent flat and elongated particles (3:1 ratio)	California Test 235	25 maximum

2. Asphalt Binder

The asphalt binder mixed with asphalt modifier and crumb rubber modifier shall be PG 64-16 and shall conform to Subsection 92-1.02(B) of the Caltrans Standard Specifications.

3. Mix Properties

The RHMA-G mix design shall target 3.5% air voids and shall comply with all RHMA-G requirements in Section 39 (Hot Mix Asphalt) of the California Department of Transportation's 2010 Standard Specifications

4. Delivery Tickets

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

C. Construction

1. General

The paving shall be performed in such a way as to not leave any transverse paving joints at the end of each day's operation.

2. Surface Preparation

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

3. Cold Joints

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

4. Layout

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

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

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

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

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

5. Tolerances

The finished rubberized hot mix asphalt surface shall be flush with, to 1/4 inch (0.20 feet or 6 mm) above, the gutter lips. The finished pavement surface shall not be lower than the gutter lips.

The average pavement thickness shall be equal to the specified thickness for the project. For total pavement thicknesses of less than four inches, the minimum allowable thickness will be 1/4 inch less than that specified. For

total pavement thicknesses of four inches or more, the minimum allowable thickness will be 1/2 inch less than that specified.

6. Engineer's Acceptance

Modify 39-2.03A Testing as follows:

Change footnote e(1) to read as follows: "1. Use one location per pavement repair if the repair area is less than 200 square feet. Use three locations for areas between 200 and 1200 sf. Use three tests per 1200 sf thereafter.

Compaction shall be between 92.0% and 97.0%.

Add the following footnotes:

k. Engineer shall perform testing in accordance with CT 375 for acceptance, except maximum specific gravity (CT 309) shall replace TMD testing. Contractor shall perform independent quality control testing continuously during paving using nuclear or non-nuclear methods.

l. Failing tests shall be verified by coring if requested by the Contractor. The Contractor will take cores at locations randomly determined by the Engineer and give them to the engineer for testing. A minimum of 1 core per 250 tons or 3 cores per street, whichever is greater, shall be taken. Results shall be reported as the average of 3 cores.

Passing cores shall be paid for by the owner. Failing cores shall be paid for by the Contractor. If the core density testing produces both passing and failing cores, the cost will be prorated between the owner and Contractor.

The table for deductions indicated in the referenced revised Caltrans Section 39 shall apply to individual cores. The following table shall apply to deductions for average compaction of a lot:

Reduced Payment Factors for Percent of Maximum Theoretical Density

RHMA-G Percent of Maximum Theoretical Density	Reduced Payment Factor	RHMA-G Percent of Maximum Theoretical Density	Reduced Payment Factor
92.0	0.0000	97.0	0.0000
91.9	0.0125	97.1	0.0125
91.8	0.0250	97.2	0.0250
91.7	0.0375	97.3	0.0375
91.6	0.0500	97.4	0.0500
91.5	0.0625	97.5	0.0625
91.4	0.0750	97.6	0.0750
91.3	0.0875	97.7	0.0875
91.2	0.1000	97.8	0.1000
91.1	0.1125	97.9	0.1125
91.0	0.1250	98.0	0.1250
90.9	0.1375	98.1	0.1375
90.8	0.1500	98.2	0.1500
90.7	0.1625	98.3	0.1625
90.6	0.1750	98.4	0.1750
90.5	0.1875	98.5	0.1875
90.4	0.2000	98.6	0.2000
90.3	0.2125	98.7	0.2125
90.2	0.2250	98.8	0.2250
90.1	0.2375	98.9	0.2375
90.0	0.2500	99.0	0.2500
< 90.0	Remove and Replace	> 99.0	Remove and Replace

The Contractor shall have hand-compaction equipment immediately available for compacting all areas inaccessible to rollers. Hand-compaction shall be performed concurrently with breakdown rolling. If for any reason hand-compaction falls behind breakdown rolling, further placement of hot mix asphalt shall be suspended until hand-compaction is caught up. Hand-compaction includes vibraplates and hand tampers. Hand torches shall be available for rework of areas which have cooled.

After compaction, the surface texture of all hand work areas shall match the surface texture of the machine placed mat. Any coarse or segregated areas shall be corrected immediately upon discovery. Failure to immediately address these areas shall cause suspension of hot mix asphalt placement until the areas are satisfactorily addressed, unless otherwise allowed by the Engineer.

7. Temporary Transitions

The Contractor shall construct temporary pavement transitions at all paving joints greater than 1 inch prior to allowing traffic onto the paved surface. This includes both longitudinal and transverse paving joints for both leveling and surface courses. Temporary pavement transitions shall have a maximum slope of 20:1 or as approved by the engineer and be constructed on Kraft paper or other suitable bond breaker such that upon removal of the temporary pavement transition, a clean vertical face remains. The temporary transitions may be constructed of either cold mix or hot mix. A tack coat is required on the transition area prior to final paving.

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

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

D. Measurement and Payment

Section 39-6 “Payment” of the Standard Specifications shall not apply.

The contract price paid per ton for **“RHMA PG 64-16”** shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in constructing HMA, complete in place, including surface

preparation, tack coat, 8' Transition, JMF preparation, submission and verification testing costs, Contractor's Quality Control Plan, and the costs of coring to verify core densities, if required, as shown on the plans, as specified in the Standard Specification and these special provisions, and as directed by the Engineer

710. ASPHALT TACK COAT

A. General

The work to be performed shall consist of furnishing and applying tack coat in conjunction with hot mix asphalt overlays and other hot mix asphalt paving work.

B. Materials

The tack coat shall be emulsified asphalt of grades RS1, RS2, SS1, or SS1h, conforming to Section 94, "Asphaltic Emulsions", of the Standard Specifications.

C. Application

The tack coat shall not be applied until the preparation of the existing surface has been completed, and then only so far in advance of placing the hot mix asphalt as permitted by the Engineer. Preparation of the surface shall be performed as described in these Special Provisions. No tack coat shall be left exposed overnight. Immediately in advance of placing the hot mix asphalt, additional tack coat shall be applied as directed by the Engineer to areas where previously applied tack coat has been destroyed or otherwise rendered ineffective, and no additional compensation will be allowed for such work.

Existing concrete curb faces shall be protected against discoloration from the asphalt. Residue of the material shall be removed from curb faces by sandblasting to the extent required by the Engineer.

Tack coat shall be applied as specified in Subsection 39-4.02 of the Standard Specifications and these Special Provisions. The Engineer will determine if the pavement is sufficiently dry for the application of the tack coat. Further, tack coat shall not be applied when the temperature of the surface to be tacked is below 40 degrees Fahrenheit in the shade.

Tack coat shall be applied to all vertical edges to be paved against including curb faces and gutter lips. The Contractor shall protect concrete surfaces that are not to be paved against from tack coat spray or splash. Any tack coat more than one inch above the paving surface shall be removed by power washing or other means.

D. Measurement and Payment

Full compensation for **"Asphalt Tack Coat"** shall be considered as included in the contract prices paid for the various bid items of work involved and no additional compensation will be allowed therefor.

711. COLD PLANING

A. General

Cold planing shall include all work necessary to remove existing asphalt and/or concrete pavement to a predetermined depth. Cold planing may be used for "digouts".

B. Equipment

The machine used for planing shall have performed satisfactorily on similar work and shall meet the following requirements:

The planing machine shall be specifically designed and built for the planing of bituminous pavements without the addition of heat. It shall have the ability to plane Portland cement concrete patches in the bituminous pavement, or Portland cement concrete pavements. The cutting drum shall be a minimum of sixty inches wide and shall be equipped with carbide tipped cutting teeth placed in a variable-lacing pattern to produce the desired finish.

The machine shall be capable of being operated at speeds of zero to forty feet per minute, it shall be self-propelled, and have the capability of spraying water at the cutting drum to minimize dust. The machine shall be operated in such a way so that no fumes or smoke will be produced. The machine shall be capable of removing the paving material next to curbs or gutters and be designed such that the operator thereof can at all times observe the planing operation without leaving the controls. The machine shall be adjustable for slope and depth and shall be equipped with sonic sensing devices for controlling depth.

C. Construction

1. General

Cold planing may be used for removal of existing pavement under bid items for "remove and replace", "cold plane and replace" and may be used for "digouts".

Cold planing may require removal of existing hot mix asphalt above gutter lips, in addition to the required depth below the gutter lip, due to prior overlays.

Pavement to be cold planed may contain pavement fabric.

2. Pavement Removal

Prior to cold planing, on streets to have a uniform depth of the existing surface removed, all utility covers shall be lowered such that the cutting teeth of the planing machine passes over the adjusted lid without causing damage to the lid or frame. Contractor will be responsible for maintaining any temporary asphalt fill material over these facilities until the final paving surface is installed. The Contractor shall clearly mark or reference lowered sanitary sewer and water valves in case emergency access is required by the agency responsible for operation of the sewer and water system.

All pavement areas called out for removal and replacement shall be cold planed to the full width of the roadway. Pavement against curb faces shall be removed to the full depth designated for that particular section of roadway. If pavement against curb faces cannot be removed by the planing machine, the Contractor shall use other means to remove this material.

3. Tolerances:

The pavement surface after cold planing shall be uniformly rough. The grade shall not deviate from a suitable straight edge more than 1/4 inch at any point. When multiple passes are required to create the cold planed surface, the maximum variation from a string-line or straight edge shall be 1/4 inch high to 1/2 inch low. High points out of tolerance shall be re-planed to fall within tolerance. Low areas shall be filled with hot mix asphalt as specified herein to meet tolerances. The cost of such correction of low areas shall be entirely the Contractor's.

4. Removal and Disposal of Material:

During the cold planing operation, the Contractor shall sweep the roadway with mechanical equipment and remove all loosened material from the project site until completion of the removal work.

All material removed shall be considered the property of the Contractor and shall be removed and disposed of at the Contractor's expense.

In addition to removing the cold planned hot mix asphalt, the Contractor shall remove any slurry seal or hot mix asphalt which is adhered to the top of the adjacent gutter, cross gutter, or spandrel.

5. Air Pollution Control:

The Contractor shall take all necessary measures to avoid the dispersion of dust.

6. Correction of Tear Out Areas:

If tear-out to the underlying layers occurs during the cold planing operation, the Contractor shall adjust his operation to minimize tear-out. Corrections shall include changing operation speed and replacing cutting teeth. Changes in cold planing depth shall only be made with approval of the Engineer.

Areas torn out by lack of diligence on the Contractor's part shall be corrected by placement of hot mix asphalt conforming to the requirements of these special conditions. Areas torn out due to pre-existing adhesion problems in the existing hot mix asphalt shall be corrected at the City's expense as directed by the Engineer.

D. Measurement and Payment

The contract price paid per square foot for **"Cold Plane 2", "Cold Plane 2-1/2"** and **"Cold Plane 3-3/4"** shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in Cold Planing, complete in place, including removing and disposing of all planed materials above the existing gutter lips and to the depths required; furnishing, constructing, maintaining, removing, and disposing of AC/HMA for temporary HMA tapers, off-haul and disposal of Sierra-Crete, as shown on the plans, as specified in the Standard Specifications and in these special provisions, and as directed by the Engineer.

The contract price paid per linear foot for **"Keycut Type A1", "Keycut Type A2", "Keycut Type B1"** and **"Keycut Type B2"** shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in keycuts, complete in place, including cold planing, removal and off haul or existing asphalt concrete above the lip of gutter and to the depths required, as shown on the plans, as specified in the Standard Specifications and in these special provisions, and as directed by the Engineer.

Cold planing for "Digout" or "Remove and Replace" items are included in the price paid for those items, and no additional compensation will be allowed.

712. QUICKLIME/CEMENT SOIL TREATMENT

A. General

Work to be performed under this Section covers all labor, materials, tools, equipment and incidentals necessary to quicklime/cement-treat soil to a depth specified. All such work shall conform to Sections 24 and 27 of the Standard Specifications, and these Special Provisions.

B. Materials

On-site materials to be stabilized and quicklime/cement shall conform to Sections 24-2.02 and 27-1.02 of the latest edition of the Standard Specifications.

The quicklime/cement content of the soil shall be 3.0 ± 0.5 percent by dry weight. The cement should be added at 1.5 percent and the lime added at 1.5 percent to meet the 3 percent requirement.

C. Construction

1. General Application

The quicklime/cement-treatment application and construction shall be performed in accordance with the Standard Specifications, except as noted.

The maximum treatment and lift thickness shall be 12-inches.

The spread rate shall be confirmed on each lift for each row of lime application until uniformity is confirmed to the Soils Engineer's satisfaction. Thereafter, the engineer shall confirm quicklime/cement application as needed to confirm uniformity.

2. Compaction

Compact in 12-inch maximum lifts to 95 percent relative compaction at or above optimum moisture as determined by Cal Test 216.

The maximum compacted thickness of a single layer may be increased provided the Contractor can demonstrate to the Soils Engineer that the equipment and method of operation will provide uniform distribution of the quicklime/cement and the required compaction density throughout the layer.

3. Tolerances

Completed quicklime/cement soil treated section after compaction and trimming shall be equal to the design thickness. The minimum thickness shall be the design thickness minus 1 inch.

Thickness/Uniformity Verification - Immediately after trimming and compaction are completed, excavate test pits. At locations selected by Soils Engineer, excavate a test pit for each 3,000 square feet of treated area. Test pits shall be 1 ft. by 1 ft. minimum, through quicklime/cement-treated section. Backfill with quicklime/cement treated material and compact immediately after verification of thickness and uniformity by Inspector.

4. Curing

If not covered by hot mix asphalt or aggregate base within 48 hours, the exposed quicklime/cement stabilized soil subgrade shall be covered with the appropriate emulsion seal as described in Section 24-2.02D of the Standard Specifications (Caltrans) within 24 hours of completing quicklime/cement stabilization.

5. Protection

Contractors shall maintain the subgrade in a smooth, compacted condition until placement of aggregate or hot mix asphalt. Any damage to the quicklime/cement-treated subgrade shall be repaired by immediately replacing with similar lime-treated material within 24 hours after damage.

After compaction, only rubber-tired vehicles or paving equipment shall be permitted on the lime-treated surface.

D. Measurement and Payment

The contract price paid per square foot for **"Quicklime/Cement Soil Treatment 6"** shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in Quicklime/Cement Soil Treatment Planing, complete in place, including breaking-up, mixing, spreading, compacting, trimming, curing, and protecting treated soil, as shown on the plans, as specified in the Standard Specifications and in these special provisions, and as directed by the Engineer.

713. DIGOUT OR REMOVE AND REPLACE

A. General

The work shall consist of removing and replacing existing hot mix asphalt, and base if necessary, to the specified depth by cold planing or other methods.

B. Materials

Hot mix asphalt mixes for digouts or remove and replace areas must conform to Section 18-9 of these Special Provisions and Section 39 of the Standard Specifications.

C. Construction

The pavement areas designated to be replaced shall be removed to a uniform depth as specified, and may be removed either by cold planing or by full depth sawcutting and mechanical removal. Sawcutting is not necessary if the pavement is removed by cold planing. Any broken or damaged pavement edges shall be re-cut prior to paving. All removed material shall be cleared from the site.

The excavated areas shall be graded as shown on the plans as necessary to provide a uniform pavement thickness. The base rock or native soil shall be compacted to 95% relative compaction. Compaction testing shall be performed in accordance with either CTM 216 and 231 or ASTM D-1557, D-2216, D-2922, and D-3017. All segregated or loose material shall be removed.

On areas where the underlying material appears to be wet or soft or where it deflects under wheel loads, the Contractor shall employ excavation and work techniques which do not worsen the sub-grade condition.

Prior to placing aggregate base or hot mix asphalt, each pavement replacement area shall be proof-rolled with a loaded construction vehicle, preferably a ten cubic yard dump truck or equivalent. The compacted surface shall not visibly yield or deflect. Soft, yielding, unstable, or unsuitable areas shall be removed and replaced with base rock or hot mix asphalt. If the areas were caused or significantly worsened by the Contractor's operations, these areas shall be replaced at the Contractor's expense.

In the event that the underlying material is soft, yielding, unstable, or unsuitable, it shall be excavated to a depth of 0.5 feet below the depth required above and disposed of in accordance with these Special Provisions. The limits of removal shall be designated by the Engineer. The resulting space shall be filled with a single lift of hot mix asphalt.

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

1. Of such unstable nature as to be incapable of being compacted to specified density using ordinary methods at optimum moisture content, or
2. Too wet to be properly compacted and circumstances prevent in-place drying prior to incorporation into the work, or
3. Otherwise unsuitable for the planned use.

After compaction of the sub-grade, aggregate base shall be placed and compacted to 95% relative compaction. All vertical edges of existing pavement or concrete shall receive a tack coat immediately prior to paving. Additional tack may be necessary between hot mix asphalt courses. No prime coat shall be required. A tack coat between layers of hot mix asphalt shall be required if not paved on the same day or if the surface has been contaminated or soiled. Any contamination or soiling shall be thoroughly cleaned and a tack coat placed between layers immediately prior to paving.

Care shall be taken to assure compaction of the inside corners of the first lift. Ramping shall not be allowed on the course placed immediately prior to the surface course.

A minimum of two lifts shall be used for each replacement area or digout with a depth greater than three inches. The surface course shall be 1-1/2 inches minimum thickness. No single base or intermediate course may exceed three inches.

The repaired areas shall conform to the level of the surrounding pavement so that no elevation variation is evident. The surface shall have a maximum variation from high to low of 0.01 feet maximum when measured with a twelve-foot level. Variation at the edges shall not exceed 0.01 feet maximum. When matching existing pavement, the finished surface shall not inhibit drainage. The upslope edge of the digout or replacement shall be 0.00 feet high to 0.01 feet low. On the downslope edge of the digout or replacement, the finished surface shall be 0.01 feet high to 0.00 feet low. Any resulting variations shall be corrected to the satisfaction of the Engineer.

D. Measurement and Payment

Sections 9-1.06B “Increases of More Than 25 Percent” and 9-1.06C “Decreases of More Than 25 Percent” do not apply to the bid items related to removing and replacing pavement or digouts.

Quantities of Digout or Remove & Replace 6” HMA shall be approved by the Engineer prior to commencing digout or removal operations. The City does not pay for digouts that have not been approved by the Engineer in advance of any work.

Digout or Remove & Replace 6” HMA will be measured and paid for by the square foot as indicated on the plans.

The contract price paid per square foot for **“Digout or Remove & Replace 6" HMA”** shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in Digout or Remove & Replace, complete in place, including sawcutting, cold planning, removal, proof rolling, excavation, off-haul, compacting subbase materials, aggregate base, HMA, compaction, tack coat, and clean-up as shown on the plans, as specified in the Standard Specifications and in these special provisions, and as directed by the Engineer.

714. MISCELLANEOUS CONCRETE

A. General

Existing and new concrete facilities including curbs, curb and gutters, cross gutters, spandrels, sidewalks, and commercial and private driveways shall be removed and

replaced or constructed at the locations indicated on the plans or as directed by the Engineer.

Concrete curbs, sidewalks, gutters, driveways, curb ramps and detectable warning surfaces shall comply with Section 73 Concrete Curbs and Sidewalks of the Standard Specifications and Marin Country Standard Drawing No. 105. Where existing PCC facilities do not match Marin County Standards they must be replaced in-kind.

B. Materials

1. General

All section references are to the 2010 Caltrans Standard Specifications.

Portland Cement Concrete: PCC for concrete pavement must comply with section 90-1.

Minor Concrete for curbs, curb and gutter, sidewalks, and commercial and private driveways must comply with Section 90-2 Minor Concrete of the Standard Specifications.

2. Concrete Mix Design

The Contractor shall furnish a concrete mix design to the Engineer at least ten working days prior to the start of the work, based on the following guidelines.

General Concrete Facilities including curb, gutter, sidewalk, access ramps, residential driveways, etc. shall meet the following requirements:

Compressive Strength:	2500 psi @ 28 days
Polypropylene Fiber Reinforcement:	1.5 lbs/cy (0.01% by volume), 3/4 inch minimum length
Maximum Slump:	5 inches

Heavy Vehicular Facilities including cross gutters, spandrels, swales, commercial driveways, and alley entrances shall meet the following requirements:

Compressive Strength:	2000 psi @ 3 days, 4000 psi @ 28 days
Polypropylene Fiber Reinforcement:	3.0 lbs/cy (0.02% by volume), 1-1/2 inch minimum length
Maximum Slump:	4 inches

The Contractor shall be responsible for all costs associated with the required mix design.

3. Quality Control / Acceptance Testing

Field testing shall include testing for concrete slump as per ASTM C-143 and compressive strength (C39). Such testing shall be at a frequency determined by the Engineer and shall be performed by the Owner's laboratory at the Owner's expense. The Contractor shall furnish the concrete necessary for casting test cylinders.

4. Detectable Warning Surface

The contractor shall furnish and install detectable warning surface material on curb ramps in conformance with Caltrans Std. A88A (7-19-13 Update or most recent). On all new concrete construction, detectable warning surface shall be 'wet-set' system embedded into new concrete. Surface applied or 'mat' systems for detectable warning surface material only allowed if prior approval is made by the City's Engineer.

C. Construction

1. General

All work shall conform to the provisions of Section 90 of the Standard Specifications. All curb ramps shall comply with Title 24 and current UBC requirements.

The existing concrete shall be sawcut full depth prior to removal. Any concrete broken due to the Contractor's failure to comply with these requirements shall be removed and replaced at the Contractor's expense.

The line and grade of the replaced facilities shall conform to the existing facilities. In most instances, this will consist of a straight line between existing facilities.

The Contractor shall water test all repaired curbs and gutters, cross gutters, and other repaired drainage facilities in the presence of the City's Inspector.

Commercial driveway and alley approaches, including the adjacent curb and gutter section, shall be removed and replaced within twenty-four hours. Curing time shall be seventy-two hours.

2. Protection of Existing Facilities

The contractor shall protect existing facilities from damage, and discoloration from concrete splash. Adjacent concrete facilities shall be covered during concrete placement to prevent concrete splash and excess concrete from staining the adjacent concrete. After initial placement, strikeoff and finishing, the protection shall be removed and the adjacent concrete cleaned.

Vertical existing facilities such as light poles, walls, etc. shall be protected with plastic extending a minimum of three feet above the concrete surface. After initial placement, strikeoff and finishing, the protection shall be removed and the vertical surfaces cleaned.

3. Subgrade

After the subgrade is prepared, moisture conditioned, and compacted to 90% relative compaction at zero to three percent over optimum, the Contractor shall continuously maintain the sub-grade in a uniform condition at the moisture content obtained during sub-grade compaction until the concrete is placed.

4. Forming

Wooden forming shall be of two-inch nominal thickness staked at two-foot intervals. The maximum gap at the bottom of the forms shall be 1-3/4 inches.

5. Tolerances

The maximum variation from design elevation shall not exceed +/- 0.02 feet. In some instances, particularly in critical drainage areas, tolerances may be reduced to zero. Concrete facilities shall be installed to maintain or provide positive drainage. Questions regarding applicable tolerances shall be directed to the Engineer forty-eight hours in advance of the work.

When shown on the drawings, the concrete shall be set at the design elevations. When existing facilities are to be removed and replaced, they shall conform to the existing elevations and grades. Generally, this will be at a straight line between the start and end points of the removal.

6. Placing and Finishing

a. General

The concrete shall be deposited on a moist grade in such a manner as to require as little re-handling as possible. Workmen shall not be allowed to walk in the freshly mixed concrete with boots or shoes coated with earth or foreign substances.

b. Strikeoff, Consolidation, and Finishing

In general, adding water to the surface of the concrete to assist in finishing operations shall not be permitted.

Before final finishing is completed and before the concrete has taken its initial set, the edges shall be carefully finished with the radius shown on the plans or a radius to match the existing construction.

Concrete shall be thoroughly consolidated against and along the faces of all forms and adjacent concrete. After the forms are removed, excess concrete below the form surface shall be removed to be flush with the form face.

All new concrete shall match existing facilities in texture, color, and appearance.

c. Concrete Protection

The Contractor shall always have materials available to protect the surface of the fresh concrete against rain. These materials shall consist of burlap, curing paper, or plastic sheeting. If plastic sheeting is used, it shall not be allowed to contact finished concrete surfaces.

The Contractor shall also protect the concrete against traffic and vandalism. If the concrete is damaged or vandalized, the Contractor shall make the necessary repairs at its own expense. The repair procedure for damaged or vandalized concrete shall be approved in advance by the Engineer.

d. Curing

Concrete shall be cured by protecting it against loss of moisture, rapid temperature change, and mechanical injury for at least three days after placement. White or clear liquid membrane compound shall be used. After finishing operations have been completed, the entire surface of the newly placed concrete shall be covered by the curing medium. The edges of the concrete exposed by the removal of forms shall be protected immediately to provide these surfaces with continuous curing treatment.

The concrete shall be allowed to cure for seventy-two hours prior to placing adjacent hot mix asphalt.

e. Joints

Control joints shall be placed at a maximum spacing of ten feet.

Control joints in all PCC facilities, except sidewalks, shall be formed by tooling a deep joint or by using expansion joint material. If expansion joint material is used, a minimum of two 1/2 inch by eighteen inch dowels shall be used with additional dowels placed every twenty-four inches.

Control joints in sidewalks may be made using a tooled joint which shall extend a minimum of 1/4 of the depth of the concrete and shall not be less than 1-1/2 inches in depth.

Expansion joints shall be required at a maximum of forty-foot intervals on curbs, curbs and gutters, cross gutters, swales, and sidewalks. Expansion joints shall also be required on all corners of curbs, curbs and gutters, sidewalks, at the outside boundary of access ramps, and other locations with discontinuities or reentrant corners which may cause cracking.

8. Cleanup and Backfill

After the concrete is placed, cured, and the forms have been removed, the Contractor shall clean the site of all concrete and forming debris

For pavements to be overlayed or resurfaced, the aggregate base and hot mix asphalt may be replaced with cement sand slurry in conformance to Section 19-3.02D, “Slurry Cement Backfill”, of the Standard Specifications, or CLSM.

After curing has been completed and the forms have been removed from the new curb and gutter or sidewalk, the void between the new concrete and the existing parkway shall be filled with clean native material and the entire parkway left in a clean and orderly condition.

For concrete removed but not replaced, the resulting void after excavation shall be backfilled with clean native material.

9. Curb Ramps

Curb ramps shall be constructed in general conformance with Caltrans Standard Details A88A or A88B. Curb ramp construction will typically include removal and replacement of sidewalk, curb and gutter adjacent to new ramp, and installation of detectable warning surface (truncated domes). Truncated dome material shall be Safety Yellow in color.

At those locations where box lids fall within the area of the detectable warning surface the Contractor shall present solution(s) for installation of truncated domes on the lid surface such that a continuous field of domes is maintained as specified in the standard specifications. The City of Larkspur will review proposed solutions and approve those method(s) which are found to be suitable prior to implementation by the Contractor.

The contractor's duties as part of curb ramp construction shall include coordinating with utility company representatives for those locations where existing utility boxes fall within the limits of new ramp and/or sidewalk construction. Coordination efforts should be made early on in the Contract for those items which may require a long lead-in time or may involve significant interaction with utility company personnel.

Limits of removal and replacement work shall be determined by the Contractor at each curb ramp location.

D. Measurement and Payment

The contract unit price paid per square foot for **"Remove & Replace PCC Sidewalk"** shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in removing and replacing PCC sidewalk, complete in place, including sawcutting, demolition and removal of sidewalk; excavation, subgrade preparation, backfill, aggregate base, compaction, dowelling, concrete, curb ramp forming and flatwork, score marks, weakened plane joints, expansion joints, furnishing and applying curing compound; pruning, removing and disposing of roots, disposing of and furnishing utility boxes, reconstructing curb and under-sidewalk drains, site restoration, irrigation repairs, clean-up and other incidental work, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

Full compensation for curb ramp flat work shall be considered as included in the contract price paid per square foot for "Remove and Replace PCC Sidewalk" and no additional compensation will be allowed therefor.

The contract price paid per linear foot for **"Remove and Replace PCC Curb (Type A)", "Remove and Replace PCC Curb (Type E)", "Remove and Replace PCC Rolled Curb"** and **"Remove and Replace PCC Retaining Curb"** shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in remove and replace PCC curb, complete in place including sawcutting, demolition, removal and off-haul or curb, gutter and asphalt concrete; excavation, subgrade preparation, backfill, aggregate base,

compaction, dowelling, concrete curb and gutters, 6" wide drainage gaps, score marks, weakened plane joints, expansion joints, furnishing and applying curing compound; resetting utility frames and covers; reconstructing and installing new curb drains and sidewalk underdrains; HMA conforms, site restoration, irrigation repairs, and clean-up, as shown on the plans, as specified in the Standard Specifications and these special provision, and as directed by the Engineer.

Full compensation for asphalt concrete removed and HMA replaced to reconstruct PCC curb and gutters (24" wide and 6" deep minimum,) shall be considered as included in the contract price paid per linear foot for "Remove and Replace PCC Curb (Type A)", Remove and Replace PCC Curb (Type E)" and "Remove and Replace PCC Rolled Curb" and no additional compensation will be allowed therefor.

The contract unit price paid per square foot for **"Detectable Warning Surface"** shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in detectable warning surface (truncated domes), complete in place, including procuring and installing the truncated domes, and clean-up, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

715. AGGREGATE BASE

A. General

This work shall consist of furnishing, grading, and compacting aggregate base under concrete repair areas and new structures, and where called for in the plans and these Special Provisions.

B. Materials

Aggregate base shall conform to Subsection 26-1.02B, "Class 2 Aggregate Base", of the Standard Specifications. The grading shall be as indicated on the plans, or as directed by the Engineer.

C. Construction

Grading shall comply with the requirements of Section 19, "Earthwork", of the Standard Specifications. During any grading operations, the Contractor is specifically directed to Subsection 5-1.36, "Property and Facility Preservation". The Contractor shall protect any items, facilities, or improvements, as necessary, in order to avoid causing damage.

The existing subgrade material below the new aggregate base shall be ripped, scarified, moisture conditioned to optimum moisture content, and compacted to a minimum of 95 percent relative compaction.

Construction of the new aggregate base shall conform to Section 26 of the Standard Specifications.

The constructed thickness of the aggregate base layer shall be not less than the design thickness minus 1/2 inch.

D. Measurement and Payment

Full compensation for **"Aggregate Base"** shall be considered as included in the contract prices paid for the various bid items of work involved and no additional compensation will be allowed therefore.

716. PRUNE TREE ROOTS AND INSTALL ROOT BARRIER

A. General

The work shall consist of pruning and removing the existing tree roots as detailed on the Plans, and coordination with City arborist. After the tree roots are removed and a trench dug along the curb, a water permeable impregnated root barrier shall be placed. Removal of tree roots shall be done adjacent to and under all damaged concrete to be removed and replaced under this contract. Any damage to irrigation systems or other utilities caused by the Contractor shall be repaired by the Contractor at his expense. Concrete shall be removed in such a manner that tree roots and trunk are not damaged or scarred.

B. Materials

The barrier shall be 19 inches tall and shall be made of water permeable fabric. The fabric shall have attached nodules spaced no further than 1-1/2 inches apart. The nodules shall be impregnated with slow release trifluralin (Typar Bio Barrier or approved equal).

C. Construction

The contractor shall notify the City 48 hours in advance of any root pruning so that the City arborist can be on site to inspect the operation. No root pruning work can be performed without the City arborist present unless authorized by the City engineer.

A trench 6 inch wide by 23 inch deep below the sidewalk or curb shall be hand dug along the curb line or sidewalk. The trench shall extend a minimum of 7.5 feet beyond the center of the tree in both directions, if possible.

All roots encountered within this trench area shall be cut by hand (i.e. chain saw, hand pruners, hand saw, axe, etc.) or a root pruner approved by the City arborist, such as, Dosko Model RC 14SP. Root removal by other mechanical means (trencher, backhoe, loader, etc.) is specifically prohibited.

The root barrier shall be placed against the trench wall adjacent to the concrete curb and gutter or sidewalk. The top of the barrier shall be 2 inches below the soil line at new sidewalk location, 4 inches below the soil line at new curb and gutter locations and shall extend down to the bottom of the trench.

During backfilling with native soil, the barrier shall be held in place to avoid damage. All soil lumps larger than 1-1/2 inches shall be removed from the backfill soil prior to placement. The backfill soil shall be hand tamped in place using tools without sharp edges to prevent damage to the fabric.

Roots between the trench and tree are not to be disturbed. Roots outside the trench may be removed by any means after the hand-dug trench is dug and roots therein removed.

Damage to the tree due to lack of care, protection or following these Specifications shall be subject to financial damages up to the cost of removing and replacing the damaged tree. Damage assessment shall be made by the Parks and Recreation Department.

D. Measurement and Payment

The contract unit price paid for **"Prune Tree Roots and Install Root Barrier"** shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in Prune Tree Roots and Install Root Barrier, complete in place, including excavation, root removal and disposal, furnishing and installing root barrier, backfill and clean-up, as shown on the plans, as specified in the Standard Specifications and in these special provisions, and as directed by the Engineer.

717. TRIM AND REMOVE VEGETATION

A. General

This work shall consist of trimming and removing vegetation along the road edge and in areas of PCC curb, gutter and ramp construction to a minimum distance of 12" beyond the edge of work limits and within paving limits. All such work shall conform to Section 16 "Clearing and Grubbing" of the Standard Specifications, these Special Provisions, the plans and typical sections, and as directed by the Engineer.

B. Construction

The CONTRACTOR shall remove all branches which hang within 15 feet above finished roadway grade, and all other vegetation along roadway and in limits of work area. Vegetation shall be trimmed a minimum of 12" beyond the edge of pavement or PCC facilities construction limit, or as necessary for paving operations or PCC facilities construction.

C. Measurement and Payment

Full compensation for **"Trim and Remove Vegetation"** shall be considered as included in the contract prices paid for the various bid items of work involved and no additional compensation will be allowed therefor.

718. LOWERING AND ADJUSTING EXISTING UTILITY FACILITIES TO GRADE

A. General

This work shall consist of raising or adjusting existing utility facilities such as manholes, valve boxes, sewer clean-outs, monument boxes, electrical boxes, water meter boxes, water and gas valve covers, loop detector pull box covers, and monitoring well covers to the finish grade of the resurfaced asphalt pavement or finished sidewalk grade. On roadways to be milled, facilities shall first be lowered prior to cold planing and then adjusted to finish grade after completion of the resurfacing work. At various locations a monument box and cover shall be installed at finish grade over any unprotected, existing monumentation in the paved roadway.

All such work shall conform to the applicable provisions of the State of California, Department of Transportation, Standard Specifications (Caltrans); these Special Provisions; the plans and typical sections; and as directed by the Engineer.

B. Construction

1. General

The Contractor shall properly locate and tie all existing facilities to be raised in advance of paving operations.

Care shall be taken to keep frames and covers clean. The Contractor shall completely protect with heavy plastic or other suitable material all utility covers or other items that are visible on the surface and will be covered by his operations. This shall be completed prior to the start of operations and approved by the Engineer. Any materials that adhere to the frames and covers shall be removed.

Facilities damaged by the Contractor shall be replaced at the Contractor's expense. Facilities (box and lid or frame and cover) found existing in a damaged condition, and reported to the Engineer before disturbing, shall be replaced by the Contractor with materials furnished by the Owner.

The Contractor shall notify owners of private utility facilities seven days prior to the start of the resurfacing work. Such owners may request the contractor to raise the private facilities.

2. Tolerances

The concrete around these adjusted facilities in the roadway shall be brought up to 1-1/2" below the finished pavement elevation. After concrete has been placed and cured, HMA (Type A) shall be used to raise the final surface adjacent to the adjusted utility covers to match the finished pavement elevation.

The surface of the adjusted facilities shall be true to the new pavement surface to within a 1/8-inch deviation. This tolerance shall apply in a single direction only, either up or down. In addition, the adjusted facility shall not vary to the high tolerance on one side and the low tolerance on the other (i.e. the total aggregate tolerance on both sides shall be limited to the 1/8 inch variation). This variation shall apply to the adjacent patch paving around the facility such that neither the paving nor facility vary by more than the stated tolerances.

The adjusted facilities in the sidewalk shall be flush with adjacent surface.

3. Schedule

All facilities shall be adjusted to finish grade within 72 hours after the placement of the final surface paving on each individual street segment. If several lifts of pavement are to be placed, the facilities shall be raised if the paving operation ceases for more than 72 hours as approved by the engineer.

4. Survey Monuments

Where new survey monument boxes and covers are required, the Contractor shall perform the installation without disturbing the location of the monument. If the monument is disturbed the Contractor will be responsible for re-establishing it as a monument in accordance with State laws. The work for placement of the box and cover over an existing monument will include removal and replacement of the hot mix asphalt around the monument.

5. Monitoring Wells

Where monitoring wells are to be overlayed, the location of the wells shall be marked on the curbs. A site sketch shall be provided to the city indicating the location and distances on the monitoring wells relative to the curb markings five days prior to paving. If the monitoring wells have frames and covers, the frames and covers shall be adjusted as part of this work.

C. Measurement and Payment

The contract unit price paid for **"Lower Manhole Cover", "Lower Water Valve Cover", "Lower Gas Valve Cover", "Lower Survey Monument Cover", "Lower Loop Detector Pull Box Cover", "Adjust Manhole Cover", "Adjust Water Valve Cover", "Adjust Gas Valve Cover", "Adjust Survey Monument Cover",** and **"Adjust Loop Detector Pull Box Cover"** 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 frames and covers to grade, complete in place, including coordination with the utility companies, the Engineer, and City Surveyors, replacing disturbed monuments, salvaging existing or furnishing new utility frames and covers, concrete, mortar, and HMA (type A), as shown on the plans, as specified in the Standard Specifications and these special provision, and as directed by the Engineer.

Full compensation for lowering and adjusting existing utilities within the area of a digout shall be considered as included in the contract price for "Digout or Remove & Replace 6" HMA" and no additional compensation will be allowed therefor.

All quantities will be determined from actual counts. The unit costs shall govern regardless of the method used to make the adjustments.

719. TRAFFIC SIGNALS AND LOOP DETECTORS

A. General

The work consists of placement and replacement of signal loops and lead-in wire at intersections as indicated on the plans.

All replaced signal loops shall be replaced in-kind unless specifically called out otherwise. **The signal loops shall be installed and in working order prior to placing the hot mix asphalt surface course.** Any changes to loop type, placement pattern, or installation may be performed only as allowed by the Engineer.

All such work shall conform to Section 86 of the Standard Specifications and these Special Provisions. No materials are to be reused.

Any necessary temporary modifications, which are required to maintain working signals, shall be performed by the Contractor as part of the work. The maximum allowable time between disconnecting the existing loops and placing the new loops into operation shall be twelve calendar days. Failure to meet this schedule will cause the work to be performed by City forces and the Contractor to be back charged for those expenses.

Prior to initiating any work on the signal loops, the Contractor shall prepare drawings of all existing signal loops in the affected work area. The drawing shall show the size and location of the existing loops, routing of wiring, and the proposed replacement locations.

B. Materials

Loop detector wire and lead-in cable shall conform to Subsection 86-5.01A(3) of the Standard Specifications.

Paint binder and asphaltic emulsion sealant shall conform to the provisions of Section 94, "Asphaltic Emulsions", and Subsection 86-5.01A(3)(c) of the Standard Specifications.

C. Construction

Where the sump of an existing pull box is disturbed by the Contractor's operations, it shall be reconstructed. If the sump was grouted, the old grout shall be removed and new grout placed.

Detectors will be disconnected or connected by the Contractor, who shall provide the Traffic Engineer with twenty-four hours' notice prior to such activity. Timing adjustments shall be made by City traffic personnel.

The Contractor shall mark the locations of the new loop detectors in the field prior to beginning their installation. The City Traffic Division shall be contacted to review the loop locations as marked by the Contractor. Loop installation operations shall commence only after approval is granted by the Traffic Engineer.

Advance warning loops shall be located as outlined in Table 4D-101(CA), "Suggested Detector Setbacks from Limit line" in the State Traffic Manual.

In lieu of the requirements in the fourth paragraph of Section 86-5.01A(4), "Installation Details", of the Standard Specifications, detector loop slots in asphalt concrete pavement shall be filled as follows:

After conductors are installed in the slots cut in the pavement, paint binder shall be applied to all vertical surfaces of the slots. The slots shall then be filled with asphaltic concrete sealants using hot melt loop sealant.

The temperature of sealant material during installation shall be above 70 degrees Fahrenheit. Air temperature during installation shall be above 50 degrees Fahrenheit. Hot melt sealant placed in the slots shall be compacted by use of an eight inch diameter by 1/8 inch thick steel hand roller or other tool approved by the Engineer. Compacted sealant shall be flush with the pavement surface. Minimum conductor coverage shall be 5/8 inch. Excess sealant remaining after rolling shall not be reused. Traffic may be released immediately over compacted material.

The Contractor shall test all detectors with a motor-driven cycle as defined in the California Vehicle Code. Such cycle shall be licensed for street use by the Department of Motor Vehicles of the State of California. The unladen weight of the

vehicle shall not exceed 220 pounds and the engine displacement shall not exceed 100 cubic centimeters. Special features, components, or vehicles designed to activate the detector will not be permitted. The Contractor shall provide an operator who shall drive the motor-driven cycle through the response or detection area of the detector at not less than three miles per hour nor more than seven miles per hour.

Traffic signal loops damaged due to grinding, cold planing, digouts, paving, or any other related construction shall be replaced within two weeks following the damage.

D. Measurement And Payment

Subsection 86-8, “Payment”, of the Standard Specifications is modified herein.

Measurement and payment for placement and replacement of signal loop detectors, complete in place and operable, shall be paid on a unit cost basis as identified in the Bid Schedule and shall include all Caltrans encroachment riders/permits, fees, and complying with the Caltrans permit.

The contract unit price paid for **“Remove and Replace Loop Detector”** shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in Traffic Signal and Loop Detectors, complete in place, as shown on the plans, as specified in the Standard Specifications and these special provision, and as directed by the Engineer.

720. TRAFFIC STRIPING, MARKINGS, MARKERS AND DELINEATORS

A. General

Thermoplastic traffic stripes (traffic lines) shall conform to the provisions in Sections 84-1, "General" and 84-2, "Thermoplastic Traffic Stripes and Pavement Markings", of the Standard Specifications and these Special Provisions. Painted traffic stripes and pavement markings shall conform to Section 84-1, “General” and 84-3, “Painted Traffic Stripes and Pavement Markings”, of the Standard Specifications and these Special Provisions. Delineators shall conform to Section 82, “Markers and Delineators”. Road Signs shall conform to Section 56-4, “Roadside Signs”.

B. Materials

1. Thermoplastic

Section 84-2.02, "Materials" of the Standard Specifications is deleted.

The thermoplastic material shall conform to State Specifications 8010-41G-21. Glass beads to be applied to the surface of the molten thermoplastic material shall conform to the requirements of State Specification 8010-22L-22 (Type II), or AASJTP Designation: M 247 (Type 1).

State Specifications for thermoplastic material and glass beads may be obtained from the Transportation Laboratory, P.O. Box 19128, Sacramento, CA. 95819, (916) 739-2400.

Thermoplastic material for traffic stripes shall be applied at a minimum thickness of 0.125-inch.

A primer of the type recommended by the manufacturer of the thermoplastic material shall be applied over all existing painted stripes and pavement legends to be covered with thermoplastic material as shown on the plans.

2. Paint

Paint for traffic stripes, pavement markings and red curb paint shall comply with Section 84-3 of the Standard Specifications.

The use of either water or solvent-based paint will be determined by the Engineer according to the time of year and air pollution control requirements.

Paint shall be used at its manufactured consistency.

C. Construction

1. General

All construction shall conform to the respective provisions of the Standard Specifications, manufacturer's installation requirements, and the Special Provisions.

2. Existing Striping and Markings:

In areas adjacent to the reconstructed surfacing where existing striping must be changed to conform to a revised striping pattern, conflicting striping shall be removed by sand blasting, grinding, or other methods as specified in the Standard Specifications or by the Engineer.

In areas to be slurry sealed, the contractor shall remove all existing thermoplastic striping by sand blasting, grinding, or other methods as specified in the Standard Specifications or by the Engineer.

The Contractor shall replace all striping which has been damaged or obliterated by or during the work. This shall include striping replacement completely across the street even in the event that the Contractor's work may not extend that far. Both lines of each crosswalk shall be completely repainted even if only a portion of a line has been obliterated.

When the Contractor's work removes or reduces the visual appearance of a lane or centerline, the Contractor shall replace all striping between the adjacent intersections in both directions. Where a median exists, this work will be required only in the roadway where the work has occurred, unless a detour which altered the pavement markings occurred in the other roadway. In such cases, the striping will be replaced in both directions.

3. Layout for Temporary and Permanent Striping

The alignment and layout of traffic stripes shall conform to Subsection 84-1.03, "Construction", of the Standard Specifications.

The Contractor shall be responsible for compiling an existing striping and marking plan including but not limited to stop bars, legends, parking stall stripes, crosswalks and other traffic delineation markings within the project prior to removing, obliterating, covering any existing striping, or starting work on the affected street. **This plan must be submitted to the Engineer and approved prior to commencing any striping and marking operations on the affected street.**

All alignments and layout measurements, and other work necessary to locate and replace traffic stripes and pavement markings shall be performed by the Contractor. The City will not provide any assistance, information, or materials to the Contractor. It will be entirely the responsibility of the Contractor to perform all necessary pre-construction and construction layout work, obtain all necessary measurements and information, and prepare all plans for performing the striping and marking work as specified. All traffic control systems necessary for performing striping and marking, as directed by the Engineer, shall be the responsibility of the Contractor.

The Contractor shall physically tie down the location of the beginning and ending of each paint or thermoplastic marking type in the adjacent curb top. The marking location shall not exceed 50 square inches each. Any locations exceeding this limit shall be removed by the Contractor prior to acceptance of the work. The Contractor shall contact the City Engineer for review of tie downs.

The Contractor shall be responsible for accurately referencing out and replacing the lines and positions of all traffic lines, directional lines, arrows, and other markings in accordance with the plans and City standard markings by cat tracking with painted marks. This shall occur no later than 2 hours behind the final surface course paving operation.

Cat tracking shall consist of stretching a rope on a straight line between control points on tangent alignment and on a true arc through control points on curved alignment and placing spots of paint along the rope. Temporary tab markers shall be placed not more than 12' apart on curves nor more than 24' apart on straight segments.

Temporary tab markers shall be the same color as the traffic stripe that they are replacing, shall measure 2" tall by 3-1/2" wide, and have a reflective lens across the width of the marker.

Prior to application of permanent striping and markers, the Contractor shall call for review and approval of the proposed striping by the City's Traffic Engineer or agent. The City shall have the right to make changes in the location and alignment of line stripes. Striping and traffic markings shall not be applied until after approval is granted by the Traffic Engineer. The Contractor shall allow a minimum of 3 working days for review of the layout by the City.

4. Schedule

Raised pavement markers (RPM's) shall be placed as specified in Subsection 85-1.03A, "General", of the Standard Specifications. When utilizing hot melt bituminous adhesive, RPM's shall be placed after the surface has been open to traffic for at least 7 days. When utilizing epoxy adhesive, RPM's shall be placed after the surface has been open to traffic for at least 14 days. Regardless of which adhesive is utilized, the RPM's shall not be placed more than 21 days after paving or surfacing.

Permanent traffic striping and markings including legends and arrows shall be placed within 21 days after paving or surfacing, unless otherwise directed by the Engineer.

Temporary yellow marking tape denoting school crosswalks shall be placed the same day that the pavement surfacing is placed.

Failure to comply with these requirements shall result in a liquidated damage of $1,000 per day for each street that has not received permanent installation of the required raised pavement markers, traffic striping, and markings.

5. Pavement Stencils

The Contractor shall use stencils that conform to Caltrans Standard Plans and Details.

6. Reflective and Raised Pavement Markers

Installation of both reflective and raised pavement markers shall conform to the provisions of Section 85 of the Standard Specifications. Pavement markers shall be placed in the same pattern and locations as they were previously, except as shown on the plans or modified herein.

7. Pavement Delineation – Thermoplastic

Pavement temperature shall be measured at the beginning of the shift on each working day and this information shall be provided to the Traffic Engineer.

No primer or thermoplastic shall be installed within 48 hours from the last measurable rain report as provided by the City.

Thermoplastic traffic striping, legends, and arrows shall conform to the provisions of Section 84-1, “General”; Section 84-2, “Thermoplastic Traffic Stripes and Pavement Markings”; and refer to Section 85, “Pavement Markers”; and the Special Provisions.

8. Pavement Markers

Pavement markers shall be placed to the line established by the Contractor and approved by the Engineer, which will consist of temporary painted line or new or existing stripes one for each line of markers.

All additional work necessary to establish satisfactory lines for markers shall be performed by the Contractor.

The adjustment provisions in Section 9-1.06B, "Increases of More Than 25 Percent," and in Section 9-1.06C, "Decreases of More Than 25 Percent,” shall not apply to any contract item involving pavement markers.

At the option of the Contractor, a hot melt bituminous adhesive may be used to cement the markers to the pavement instead of the Rapid Set Type or Standard Set Type epoxy adhesive specified in 85-1.02E, "Epoxy Adhesive," of the Standard Specifications. Bituminous adhesive material shall conform to the following:

Specification	ASTM	Requirement
Flash Point, COC, ºF	D 92	550 Min.
Softening Point, ºF	D 36	200 Min.

Brookfield Thermosel Viscosity, Centipoise, No. 27 Spindle, 20 RPM,400ºF	D 4402	3,000-6,000
Penetration dmm, 100g, 55 seconds, 77ºF	D 5	10 - 20
Filler Cement, percent by weight (Insoluble in1,1,1 Trichloroethane)	D 2371	65 - 75

Filler material used in bituminous adhesive shall be Type PC, Grade III, calcium carbonate conforming to ASTM D1199, and shall conform to the following gradation:

Sieve Size	Percent Passing
No. 100	100
No. 200	95
No. 325	75

Bituminous adhesive shall be heated indirectly in an applicator with continuous agitation or recirculation. Bituminous adhesive shall not be heated above the maximum safe heating temperature recommended by the manufacturer and shall not be applied at temperatures greater than 425ºF. nor less than 375ºF.

Immediately after application of the adhesive, pavement markers shall be placed in position and pressure applied until firm contact is made with the pavement.

Placement of pavement markers using bituminous adhesive shall conform to the requirements of the third, fourth, ninth and tenth paragraphs in said Subsection 85-1.03A of the Standard Specifications, except as follows:

Markers shall not be placed when the pavement or air temperature is 50ºF or less.

Blast cleaning shall be required.

When bituminous adhesive is used for pavement marker placement, traffic control during placement operations shall conform to the requirements of "Traffic Control" of these Special Provisions.

D. Measurement and Payment

Subsection 9-1.06B, “Increases of More Than 25 Percent” and subsection 9-1.06C, “Decreases of More than 25 Percent” shall not apply to the bid items related to removing and replacing traffic striping, pavement markings and pavement markers.

The contract unit price paid for **“Install Blue Retroreflective Pavement Marker at Fire Hydrant”, “Pavement Marking “STOP” Legend (Thermo)”, “Pavement Marking “MERGE” Legend (Thermo)”, “Pavement Marking “PED” Legend (Thermo)”, “Pavement Marking “XING” Legend (Thermo)”, “Pavement Marking “25” Legend (Thermo)”, “Pavement Marking “AHEAD” Legend (Thermo)”, “Pavement Marking “BIKE” Legend (Thermo) (21 SF)”, “Pavement Marking “BIKE” Legend (Thermo) (5 SF)”, “Pavement Marking “LANE” Legend (Thermo) (6 SF)”, “Bike Lane Arrow (Thermo) (3.5 SF)”, “Arrow Type IV (Thermo)”, “Arrow Type VI (Thermo)”, “Install Type K-2 (CA) (OM2-2V) Object Marker”** and **“Install Type G-1 Delineator”** shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in applying pavement markings, markers and delineators, complete in place, including preparing and submitting an existing striping and marking plan, proper removal and disposal of pavement markings and markers, and clean-up, as shown on the plans, as specified in the Standard Specifications and these special provision, and as directed by the Engineer.

The contract price paid per linear foot for **“12” White Crosswalk/Limit Line (Thermo)”, “Yellow Continental Crosswalk (Thermo)”, “Striping Detail #11 (Thermo)”, “Striping Detail #13 (Markers)”, “Striping Detail #21 (Thermo)”, “Striping Detail #24 (Thermo)”, “Striping Detail #27B (Thermo)”, “Striping Detail #38 (Thermo & Markers)”, “Striping Detail #38A (Thermo)”, “Striping Detail #39 (Thermo)”, “Striping Detail #39A (Thermo)”** and **“Red Curb Paint”** shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in removing and applying thermoplastic traffic stripes and pavement markers, complete in place, including preparing and submitting an existing striping and marking plan, proper removal and disposal of traffic stripes and pavement markers, and clean-up, as shown on the plans, as specified in the Standard Specifications and these special provision, and as directed by the Engineer.

721. ROCK SLOPE PROTECTION

A. General

The work shall consist of placing rock for the control of erosion.

Rock slope protection shall conform to the provisions in Sections 72-1, "General" and 72-2, "Rock Slope Protection", of the Standard Specifications and these special provisions.

B. Materials

The rock to be used shall conform to Subsection 72-2.02 of the Standard Specifications, and be of the class "No. 3" for Method B Placement.

C. Construction

Contractor shall place the rock in accordance with Subsection 72-2.03 of the Standard Specifications, utilizing Method B Placement techniques.

Excavate area of rock slope protection at least 1 foot deep below surrounding slope. Provide a footing a minimum of 1 foot below graded. Place geosynthetic to lap onto adjacent slope by 1 foot during rock installation. Off-haul and dispose of native soils. Place rock with excavator or backhoe bucket. Rearrange as necessary by hand. Minimize voids in rock structure. Trim excess fabric after placement.

D. Measurement & Payment

The contract unit price paid for **"Rock Slope Protection"** shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in Rock Slope Protection, complete in place, including excavation, off-haul, disposal, geosynthetic fabrics, furnishing, placing and arranging rock, and clean-up, as shown on the plans, as specified in the Standard Specifications and these special provision, and as directed by the Engineer.

722. REMOVE AND REPLACE DECORATIVE BRICK BOARDER

A. General

The work shall consist of removing and replacing existing brick at PCC crosswalk boarders to match the existing brick in-kind.

B. Materials

New brick will be required to supplement the existing brick. The new brick shall match that which is existing in color, texture, shape, and size as closely as possible. The new brick shall be used randomly in the field pattern with the existing brick. The Contractor will be required to submit a sample of the brick to be used for approval ten working days prior to its placement.

Mortar shall be mixed with one part of portland cement to three parts of sand. No color additives are to be used unless directed to do so by the Engineer.

C. Construction

Remove all brick, mortar, asphalt concrete, cold patch, bedding layer material, and miscellaneous debris from the existing roadway and brick bedding surface.

The Contractor shall exercise care during demolition to avoid unnecessary damage to adjacent bricks, concrete, asphalt concrete and utilities. Any adjacent surfaces or utilities damaged during demolition, removal and construction will be repaired by at the expense of the Contractors.

All surfaces, including concrete base, where mortar will be applied shall be clean and free of all dust and debris.

Decorative brick shall be set so that the finished brick surface is flush with the adjacent surfaces.

Mortar thickness, texture and finish shall match the original construction. The Contractor shall clean any mortar from the surface of the bricks before placement. Mortar lines shall be cleaned and tooled to a uniform depth not to exceed 1/8 inch below the top of the bricks. The contractor shall take care to protect the exposed brick surface from mortar. Any spilled mortar shall be immediately removed. Stained brick resulting from mortar spills shall be cleaned.

D. Measurement and Payment

The contract unit price paid for **"Remove and Replace Decorative Brick"** shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved remove and replace decorative brick boarder, complete in place, including furnishing and submitting samples to the City for approval, removing and disposing of existing brick, mortar and underlying materials, surface preparation, mortar, bricks, and clean-up, as shown on the plans, as specified in the Standard Specifications and these special provision, and as directed by the Engineer.

723. DRAINAGE SWALE

A. General

The work shall consist of constructing a drainage swale and installing drainage swale components, such as fabric, mulch, native forest floor material and cobbles.

B. Materials

Fabric shall be Rollmax SC250 3-D Turf Reinforcement Mat, or approved equal.

Mulch shall be fibrous virgin material such as gorilla hair mulch or approved equal. Mulch shreds shall be screened to 2” to 6” in length, 1/4” to 1/2“ in width, and 1/8” to 1/4” in thickness.

Cobbles shall be virgin river rock with a diameter of 3” minimum and 6” maximum. All river rock shall be similar in color, shape and texture.

C. Construction

Contractor shall excavate and grade drainage swale for storm water percolation to the dimensions and slopes as shown on the plans and construction details. Flow line slopes of drainage swale shall match the flow line slopes of the adjacent PCC Type E curb.

Subbase materials/drainage swale floor shall be compacted to 90% maximum relative compaction.

Place and secure fabric according to manufactures specifications.

Spread and pack cobbles by hand at the locations as shown on the plans and construction details. Cobbles shall be placed in a tight pattern, ensuring minimal exposed surfaces between adjacent cobbles and PCC (Type E) curb.

Place and spread mulch and native forest floor material over the entire drainage swale to a depth of 3” minimum.

D. Measurement and Payment

The contract price paid per linear foot for **“Drainage Swale”** shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in drainage swale, complete in place, including excavation, removal and off haul or native material, roadside sign relocation, grading, compaction, fabric, mulch, cobbles, native forest floor material, and clean-up, as shown on the plans, as specified in the Standard Specifications and these special provision, and as directed by the Engineer.

724. SPLIT RAIL WOOD FENCE

A. General

The work shall consist of constructing split rail wood fence to match the existing fence in-kind.

B. Materials

Wood material shall be redwood, or of a similar grain, texture and color of the existing adjacent split rail wood fence. The length, width and length of fence posts and boards shall match the existing adjacent fence in-kind.

C. Construction

Contractor shall submit a shop drawing of the proposed split rail wood fence for approval by city prior to installation.

D. Measurement and Payment

The contract price paid per linear foot for **"Construct Split Rail Wood Fence"** shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in constructing split rail wood fence, complete in place, including preparing and submitting a shop drawings for city approval, wood, hardware, excavation and haul of native material, grading and compaction as necessary to secure fence posts, and clean-up, as shown on the plans, as specified in the Standard Specifications and these special provision, and as directed by the Engineer.

725. STORM DRAINAGE FACILITIES

A. General

The work shall consist of furnishing and installing Reinforced Concrete Pipe (RCP) storm drain conduit and inlet and manhole structures within the existing roadways as shown on the plans and described in these specifications. The work shall also include the connection of the new storm drainage piping to the existing system at the locations shown on the plans.

B. Materials

1. Structures

Storm drain structures including manholes and inlets shall conform to the requirements of Section 44 – Retaining Walls and Drainage Structures of the Standard Specifications for the Cities and County of Marin (June 1992). Manholes and inlets shall be constructed at the locations and grades as indicated on the plans.

2. Reinforced Concrete Pipe

RCP storm drain shall conform to the requirements of Section 54 – Storm Conduits of the Standard Specifications for the Cities and County of Marin (June 1992). RCP shall be manufactured in accordance with ASTM C76 and other applicable provisions of ASTM C361, with rubber-gasketed compression joints. The joints shall be all concrete bell and spigot type using a round O-ring rubber gasket seal. Upon closure of the joint, the gasket shall be self-contained and compressed in a groove on the spigot end of the pipe. Mortared joints will not be acceptable. At all times, plant facilities will be

made available for the Engineer's inspection. In any case, all required testing and certifications of testing compliance in conformance with referenced ASTM Specifications shall be furnished to the Engineer prior to the time of pipe delivery. Pipe may be made by centrically spun, packer head or vertically cast production methods. Machine tamped production methods will not be acceptable. If elliptically reinforced pipe is furnished, it shall be clearly marked for proper installation. Unless otherwise specified in the Special Provisions or shown on the Plans, provide Class III RCP pipe.

3. Pipe Bedding

Pipe bedding and backfill for storm drain shall be placed in accordance with the details shown on the plans. Unless otherwise specified, pipe bedding and initial backfill shall be ¾" drain rock with the following gradation:

SIEVE SIZE	PERCENT PASSING
1" (25 mm)	100
3/4" (19 mm)	85-100
1/2" (12.5 mm)	10-50
3/8" (9.5 mm)	5-20
No. 4 (4.75 mm)	<3
No. 8 (2.36 mm)	<2
No. 30 (0.60 mm)	<2
No. 100 (0.15 mm)	<2

C. Construction

1. Catch Basins, Inlets, and Manholes

Catch basins, inlets, and manholes shall be constructed or modified at the location and of the type indicated on the plans or as directed by the Engineer and shall be verified on the site by the Contractor.

Catch basins and drop inlets shall be concrete structures and shall be fitted with frames and grates, as shown for the specified type of structure.

Upon completion, in accordance with City Standards, curbs adjacent to the catch basin shall be labeled with **"No Dumping, Flows to Ocean/Bay".**

2. Pipe Connections

Pipe connection to existing manhole shall be made in such a manner that the finish work conforms to the applicable requirements specified for new manholes, including all necessary concrete work, cutting and shaping.

3. Excavation and Backfill

Excavation and backfill shall be as specified in Section 51 – Construction in Existing Streets and Section 52 – Excavation and Backfill of the Standard Specifications for the Cities and County of Marin (June 1992).

All pipe materials and accessories shall be on site prior to excavation. Unless otherwise specifically approved by Engineer, the length of open trench shall not exceed one hundred feet (100’) ahead of pipe laying, and no more than twenty-five feet (25’) of excavated trench shall remain un-backfilled at end of day.

Excavations in public streets shall be coordinated so as to minimize traffic interference. Trenching in paved areas shall be saw cut or scored and broken ahead of trenching operations and shall be cut or trimmed to a neat edge after backfilling. Any pavement damaged outside of the cuts shall be saw cut and restored prior to final paving.

Roots four inches (4") or greater found during excavation shall be exposed but not severed and shall be wrapped in burlap to protect them while exposed. Roots two to four inches (2"-4") in diameter that are severed in the course of construction shall be neatly trimmed and coated with a heavy coat of tree seal. In the event major roots of smaller trees are damaged or severed the Engineer may require the Contractor to consult with a qualified arborist to determine the proper method to protect the trees.

Trenches must be kept free from water while the pipe or structures are being installed, concrete is setting and until backfill has progressed to a sufficient height to anchor the work against possible flotation or leakage.

4. Sheeting and Shoring

All excavations shall be supported as set forth in the rules, orders, and regulations of the California Department of Industrial Relations, Division of Industrial Accidents. All shoring, sheeting, and bracing shall conform to the requirements of the State or local agents having jurisdiction over such matters. Shoring, sheeting, and bracing shall be removed in a manner that will protect the workers and prevent caving of banks and damage to the

pipe, excavation, backfill or adjacent property. No sheeting will be withdrawn from below the top of the pipe after completion of backfill to that level.

For trenches and excavations five feet (5') or more in depth, the Contractor shall submit to the Engineer a detailed plan, and any revisions thereto, showing design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazards of caving ground.

Such plan shall be submitted at least ten (10) working days before the Contractor intends to begin trenching or do excavation work.

If such plan varies from the shoring system standards established by the Construction Safety Orders of the Division of Industry Safety, the plan shall be prepared, sealed and signed by a Civil or Structural Engineer registered in California. Signed and sealed copies of calculations necessary to qualify the system shall also be submitted.

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

Payment for sheeting and shoring shall be included in the unit price for the various other items of work and no additional compensation shall be allowed therefor.

5. Subsurface Drains

Subsurface drains shall be tied to drain inlets or manholes as shown on the Plans.

6. Testing

The Contractor shall perform a video inspection of the piping system and shall furnish the City with a copy of the video.

The Contractor shall have all storm drain lines cleared by either mechanical or hydraulic balling before a video inspection is performed. A screen trap shall be installed at the downstream manhole of the line to be cleared to prevent debris from entering existing mains.

The Contractor shall pay for all associated testing costs.

All defects and leaks noted shall be corrected by the Contractor to the satisfaction of the Engineer.

7. Setting Manhole Frames and Covers to Grade

All manhole castings shall be raised to new grade by bricks, and mortar and/or Pre- Cast Grade Rings in compliance with these specifications, as outlined for a new casting, after street paving has been replaced.

8. Abandonment of Storm Drain Pipes and Manholes

Twelve-inch (12") and larger storm drain pipes to be abandoned shall be plugged and filled with slurry mixture containing a minimum of two (2) sacks of Type II cement per cubic yard of mixture.

Filling with slurry shall be accomplished by pumping or gravity, and will be checked by comparing the volume of the pipe with the volume of mixture used. If the volume is more than 10 percent (10%) greater than the actual volume of slurry used, the Contractor shall excavate two (2) or more exploratory holes where directed by the Engineer, and shall do all work necessary to satisfactorily fill any encountered voids.

Ten-inch (10") and smaller pipes to be abandoned shall be plugged at both ends with a mortar plug not less than twelve inches (12") in length.

Manholes to be abandoned shall have their cones removed, backfilled with slurry, or native material compacted to ninety-five percent (95%) relative compaction. Frames and covers not to be reused shall be delivered to the City.

D. Measurement and Payment

Catch basins shall be measured and paid for at the unit price bid, which price shall include full compensation for excavation, backfill, rebar, concrete, frames and grates, pavement replacement, and all incidental work and services involved in the construction of the completed structure.

Storm drain structures and junction boxes shall be paid for at the unit price bid, which price shall include full compensation for excavation, backfill, castings, forms, concrete, rebar, pavement replacement, and all incidental work and services involved in the construction of the completed structure.

Manholes including frames and covers shall be measured and paid for at the unit price bid, which price shall include full compensation for excavation, backfill, rebar,

concrete, castings, pavement replacement, and all incidental work and services involved in the construction of the completed structure.

Pipes shall be measured and paid for per linear foot for the different sizes and classes of pipes, as listed on the Bid Schedule. Payment shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals for doing all work involved in installing different sizes, classes, and types of pipe, complete in place, including sawcutting, removal and disposal of existing AC and base materials, trenching, excavation and backfill, surface restoration including the repaving of the trench area, sheeting and shoring, and connecting new pipe to existing or new facilities, concrete collars, or concrete tees and reinforcements, as shown on the plans and as specified in these specifications and Special Provisions, and as directed by the Engineer.

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SECTION 800 - PROJECT PLANS

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SECTION 800 - PROJECT PLANS

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SECTION 900 - QUANTITIES

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