



CONTRACT DOCUMENTS

for

CITY OF BELVEDERE

**2024 ROAD MAINTENANCE
PROJECT**

Public Works Department
City of Belvedere, California

JULY 2024

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NOTICE TO CONTRACTORS

CITY OF BELVEDERE
NOTICE TO CONTRACTORS
REQUEST FOR BIDS

Sealed Proposals will be received by the City Clerk of the City of Belvedere at City Hall, 450 San Rafael Avenue, Belvedere, California 94920 until 11:30 AM, 30th day, July 2024.

2024 ROAD MAINTENANCE PROJECT

The work consists of:

- 0.2' AC grinding with 0.2' AC overlay of Beach Road from Bayview Ave to Bella Vista Ave (25,600 sq ft)
- 0.2' Dig-out and repair on Eucalyptus Road, 14 locations (5,018 sq ft)
- Protection of any utility facility/feature (manhole, vault, box or cover) within work areas.
- Removal and replacement of thermoplastic striping and markers.

The Engineer's Estimate for this project is \$259,000.00.
The City has allowed 15 working days for the completion of all work.

Proposals will be opened and read at 11:30 AM in the Belvedere City Hall on July 30, 2024.

Award of contract, if a contract is awarded, will be to the lowest responsible bidder whose proposal complies with prescribed requirements, and will be made within thirty (30) days after receipt of proposals.

The Belvedere City Council reserves the right to reject any or all bids.

Dated July 9, 2024

BID REQUIREMENTS

Instructions to Bidders

Proposal

INSTRUCTIONS TO BIDDERS

INSTRUCTIONS TO BIDDERS

A. INSPECTION OF PLANS

Plans and specifications are available free of charge as electronic files. Printed copies may be purchased (\$25 non-refundable fee) at the Belvedere City Hall, 450 San Rafael Avenue, Belvedere, California 94920. Clarification of the plans and specifications may be requested by contacting Mr. David Silzle, with Moe Engineering at telephone number: (707) 544-6274.

B. PRE-BID CONFERENCE

A formal Pre-Bid Conference will not be conducted; it will be the Bidder's responsibility to become familiar with the work site and City ordinances and procedures regarding the need for business licenses and permits for conducting the work.

It is highly recommended that potential bidders visit the proposed work areas (specifically Beach Road) to assess the required work and available access.

C. ELIGIBILITY

All bidders must be contractors holding a valid license to perform the required work as provided by the California Business and Professions Code and be registered with the Department of Industrial Relations.

D. PROPOSAL GUARANTY (BID BOND)

All bids must be submitted on the Proposal Form obtained from the City of Belvedere and shall be accompanied by a Proposal Guaranty (Bid Bond) of at least ten percent (10%) of the base bid. The Guaranty shall be in the form of a certified or cashier's check or Bid Bond payable to the City of Belvedere. Failure of the successful bidder to execute and return the contract, or to file acceptable payment and performance bonds, within the time allotted shall be cause for the annulment of the award and forfeiture of the Proposal Guaranty.

The Bid Bonds of bidders other than the successful bidder may be retained by the City of Belvedere for a period of thirty (60) days after award or until fifteen (15) days after the successful bidder executes the contract and furnishes bonds, whichever is first. If a bidder to whom the contract is awarded fails or refuses to execute the contract within ten (10) calendar days of the "Notice of Award," as herein provided, the City of Belvedere may award to the next lowest responsible bidder and apply the Bid Bond of the bidder failing or refusing to execute contract, against City's damages resulting from such failure. If a bidder to whom the contract is awarded executes the contract as herein required, the Bid Bonds of bidders to whom no award was made will be returned upon request.

E. BIDS AND BID OPENING

Each bid must be submitted in a sealed envelope, addressed to the City of Belvedere, 450 San Rafael Avenue, Belvedere, CA 94920. Each sealed envelope containing a bid must be plainly marked on the outside: "2024 ROAD MAINTENANCE PROJECT".

The envelope must also bear on the outside the name of the Bidder, the Bidder's address, and the Bidder's contractor's license number. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed to the City of Belvedere. The sealed bids will be publicly opened and read at the Council Chambers of the Belvedere City Hall at 11:30 AM, 30th day, July 2024.

Only the total amount bid will be read at the bid opening. Bidders will be at liberty to inspect and review bids in the Office of the City Clerk, to which they will be removed for the purpose of checking after opening and reading of totals.

F. ADDENDA

Interpretation of the specifications, changes, additions, or corrections will, if required, be in the form of an addendum to the contract documents, and when issued will be on file at the Office of the City Clerk at least two working days before bids are opened. In addition, all addenda will be mailed to each person who has received the contract documents. It shall, however, be the bidder's responsibility to make inquiry as to addenda issued. All such addenda shall become part of the contract documents, and all bidders shall be bound by such addenda whether or not received by the bidders.

G. COMMENCEMENT OF CONTRACT TIME ALLOWANCE

The Contract time allowance shall commence on the date mutually agreed by the City and Contractor. All work must be completed within fifteen (15) working days after the commencement of the contract time allowance, weather permitting. Striping can be completed after that date (typically within one to 2 weeks).

Contractor shall provide City with proper and complete contract documents within ten (10) calendar days of the issuance of the "Notice of Award."

H. PROGRESS SCHEDULE/PARKING PLAN/TRAFFIC CONTROL

Within seven (7) calendar days of the "Notice to Proceed," Contractor shall submit to the Engineer for approval, in chart form, a schedule giving the estimated duration of each major item of work (including procurement of materials).

A plan for parking of workmen's vehicles, placement of construction equipment, and any partial closure of the street shall be submitted concurrently with the Progress Schedule. It shall be the Contractor's responsibility to keep informed of special parking and traffic regulations which are in effect in the City of Belvedere.

I. CONTRACT TIME ALLOWANCE

All contract work shall be completed within fifteen (15) working days after the commencement of the contract time allowance, weather permitting.

The time necessary for ordering, fabricating, and delivery of materials is considered a part of the overall time of completion of the work specified in the Special Provisions.

J. LIQUIDATED DAMAGES

It is agreed by the parties to this Agreement that time is of the essence in the performance of this Agreement, and that in case the Work is not fully completed before or upon the expiration of the time limit as set forth in Section I of this Agreement, damages will be sustained by the City of Belvedere. It is further agreed that it is and will be impractical or extremely difficult to ascertain and determine the actual damages which the City of Belvedere will sustain in the event of and by reason of such delay or delays. It is, therefore, agreed that the Contractor shall pay to the City of Belvedere the sum of **Five Hundred Dollars (\$500.00)** per day for each and every calendar day beyond the time herein prescribed for finishing the Work that the project remains uncompleted, said sum having been determined by the parties hereto to be fair and reasonable at the time of the execution of this Agreement in view of the kind and nature of the Work and its importance to the City of Belvedere.

The contractor shall pay the said amount to City in accordance with the requirements of Section D of the General Provisions of these specifications.

K. LEGAL REQUIREMENTS

The attention of bidders is directed to the General Provisions of the specifications regarding legal relations and responsibility.

L. SPECIFICATIONS

Attention is directed to the correlation of the specifications with the Standard Specifications of the State of California, Business and Transportation Agency, Department of Transportation, latest adopted addition, as to materials, methods, and workmanship.

M. BONDS

The Contractor whose bid is accepted shall furnish the following bonds to City (at no expense to City), executed by a responsible surety, in a form acceptable to City:

- a) Performance/Labor and Materials Bond
- b) Payment Bond
- c) Maintenance Bond

The Performance Bond shall be in an amount equal to one hundred percent (100%) of the total amount bid by the Contractor.

The Payment Bond shall be in an amount equal to one hundred percent (100%) of the total amount bid by the Contractor.

The Maintenance Bond shall be in an amount equal to ten percent (10%) of the total amount bid by the Contractor.

N. EMPLOYEES AND NONDISCRIMINATION

Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, or national origin. This shall include employment, demotion, or transfer, recruitment or recruitment advertisement, layoff or termination, rates of pay or other compensation, and selection for training and apprenticeship. Contractor shall post in a conspicuous place during the period of contract and available to applicants for employment, notices setting forth the provisions of this clause. Contractor shall insert the foregoing provisions in all subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials. The hiring for all labor for work shall be in accordance with applicable directives of the Fair Employment Practices Commission of the State of California. Contractor shall forfeit to City, as a penalty, in addition to any other penalty provided by law, the sum of twenty-five dollars (\$25.00) for each calendar day, or portion thereof, during which Contractor knowingly allows any conditions of discrimination to exist in connection with the work. Such penalty shall not be imposed without investigation and determination by the Fair Employment Practices Commission that conditions of discrimination have, in fact, occurred.

Contractor shall cooperate fully with the City of Belvedere and affected unions to promote and insure the maximum employment of women and minorities in all phases and at all levels of the work.

O. APPRENTICESHIP

Contractor agrees to comply with Chapter 1, Part 7, Division 2, Section 1777.5 et seq. of the California Labor Code. These sections require contractors and subcontractors to employ apprentices in apprenticeable occupations in a ratio of not less than one hour of apprentices work for every five hours of labor performed by a journeyman (unless an exception is granted in accordance with Section 1777.5). Only apprentices as defined in Section 3077, who are in training under apprenticeship standards and who have written apprentice agreements will be employed on public works in apprenticeable occupations. Contractors and subcontractors shall not discriminate among otherwise qualified employees as apprentices solely on the ground of sex, race, religion, creed, national origin, ancestry or color. The responsibility for compliance with these provisions is fixed with the prime contractor for all apprenticeable occupations.

P. INDEPENDENT CONTRACTOR

It is understood and agreed that Contractor is, and at all times shall be, an independent contractor and nothing contained herein shall be construed as making Contractor, or any individual whose compensation for services is paid by Contractor, an agent or employee of City, or authorizing Contractor to create or assume any obligation for or on the behalf of City.

PROPOSAL

2024 ROAD MAINTENANCE PROJECT PROPOSAL

Name of Bidder: _____

Business Address: _____

Business Telephone: (_____) _____

TO CITY COUNCIL - CITY OF BELVEDERE

The undersigned declares, as a bidder, that the only persons or parties interested in this proposal as principals are those named herein; that this proposal is made without collusion with any other person, firm, or corporation; that he has carefully examined the location of the proposed work, plans, and specifications; and he proposes and agrees, if this proposal is accepted, that he will contract with the City of Belvedere to provide all necessary machinery, tools, apparatus, and other means of construction, and to do all the work and furnish all materials specified in this contract in the manner and time prescribed and according to the requirements of the Engineer as therein set forth, and that he will take in full payment thereof an amount based on the unit prices specified below for the various items of work.

The unit prices for the work will be in accordance with the following Bid Schedule.

BID SCHEDULE 2024 ROAD MAINTENANCE PROJECT

Item No.	Description	Quantity	Unit	Unit Price Bid	Amount Bid
1	Mobilization	1	LS		
2	Traffic Control	1	LS		
3	0.2' Asphalt Concrete Surface Grind of Beach Road from Bayview Ave to Bella Vista Ave	25,600	SF		
4	0.2' Asphalt Concrete Overlay (HMA) of Beach Road from 210 Beach Rd to 270 Beach Rd	415	TON		
5	0.2' Asphalt Concrete Dig-outs of Eucalyptus Road (14 Locations)	5,018	SF		
6	0.2' Asphalt Concrete Repair (HMA) of Eucalyptus Road (14 Locations)	82	TON		

7	Remove and Replace white thermoplastic. designated parking striping (see Section F Pavement Striping & Markers, of Technical Specifications for details), 15 locations on Beach Road.	479	LF		
8	Remove and Replace Caltrans Detail Blue reflector at Fire hydrant locations, on Beach Road.	4	EA		

Total Base Bid (Items 1 through 8) \$: _____

In the event of discrepancies between unit prices and item totals, the unit prices shall prevail. It is understood and agreed that the quantities of work under each item are approximate only, being given for a basis of comparison of proposals, and that the City reserves the right to increase or decrease the amount of work under any item of required work in accordance with provisions set forth in the specifications.

The City reserves the right to delete any single line item as may be necessary to bring the total bid within the available City budget for this work.

ADDENDA

Bidder acknowledges receipt of the following addenda (if none write "none")

SUBCONTRACTS

Contractor shall perform with his own organization, and workmen under his immediate superintendent, work of a value of not less than fifty percent (50%) of the value of all work included in the contract.

BONDS

Accompanying this Proposal is a Proposal Guarantee (Bid Bond) in the form of a cashier's check, certified check, or bond, payable to the City of Belvedere and in an amount equal to at least ten percent (10%) of the total base bid.

If this proposal is accepted by the City and the undersigned subsequently fails to enter into the contract or to furnish the required bonds within ten (10) calendar days of Notice of Award, City may, at its option, determine that the bidder has abandoned the contract, and thereupon this proposal and the acceptance thereof shall be void and the security accompanying this proposal shall be forfeit to the City of Belvedere.

It is hereby agreed that, if this proposal is accepted by the City, the undersigned, as bidder, shall furnish a Performance Bond in an amount equal to one hundred percent (100%) of the total amount of this proposal, and a payment bond in the amount of one hundred (100%) of the total amount of this responsible surety acceptable to City.

CONTRACTOR'S DATA

The names of all persons interested in the foregoing proposal as principals are as follows:

Business Name _____

Contractor's License No. And Type
(Applicable to this job): _____

Expiration Date of License: _____

Dept. of Industrial Relations Registration No. _____

Name of Bidder (Print or Type): _____

Title of Bidder: _____

Signature of Bidder: _____

Business Address: _____

Business Telephone Number: _____

LIST OF SUBCONTRACTORS

Bidder shall list below the name, business address, and description of work for each subcontractor to whom it is proposed to award a subcontract under this contract. For the purpose of this Contract, a subcontractor is a firm or individual who will perform work having a value in excess of one-half of one percent of the total amount shown on the bid proposal. Subcontractors must be licensed under the applicable laws of the State of California for the work they are to perform.

<u>Description of Work</u>	<u>Subcontractor's Name and Address</u>
_____	_____
_____	_____
_____	_____
_____	_____

Dated: _____

Contractor

By: _____
Signature

**LIST OF SIMILAR CONTRACTS SATISFACTORILY COMPLETED BY
CONTRACTOR IN THE LAST THREE YEARS**

The following similar 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, and Phone Number

NONCOLLUSION DECLARATION

The undersigned declares:

I am the ____ of ____, the party making the foregoing bid.

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

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

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

CONTRACT FORMS

AGREEMENT

CERTIFICATIONS

PERFORMANCE BOND

PAYMENT/LABOR AND MATERIALS BOND

MAINTENANCE BOND

(These forms are not to be submitted with the Proposal. They will be required only from the successful bidder, and are to be executed at the time of signing of the Contract.)

FORM OF AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____, 2024, by and between the City of Belvedere, hereinafter called "City," and, _____, hereinafter called "Contractor."

WITNESSETH, that the parties hereto mutually agree as follows:

ARTICLE I: For and in consideration of the payments and agreements hereinafter mentioned to be made and performed by City, Contractor agrees with City to perform and complete in a workmanlike manner all work required under the Bidding Schedule of City Specifications entitled 2024 ROAD MAINTENANCE PROJECT, in accordance with the Specifications and Drawings therefore, to furnish at Contractor's own expense all labor, materials, equipment, tools, and services necessary therefore, except such materials, equipment, and services as may be stipulated in said Specifications to be furnished by City, and to do everything required by this Agreement and the said Specifications and Drawings.

ARTICLE II: For furnishing all said labor, materials, equipment, tools, and services, furnishing and removing all plant, temporary structures, tools, and equipment, and doing everything required by this Agreement and the nature of the work, or from the action of the elements, or for any unforeseen difficulties which may arise during the prosecution of the work until its acceptance by City, and for all risks connected with the work; also for all expenses resulting from the suspension or discontinuance of work, except as in the said Specifications are expressly stipulated to be borne by City; and for completing the work in accordance with requirements of the Specifications and Drawings, City will pay and Contractor shall receive, in full compensation therefore, the Total Base Bid Amount stated in the Proposal. Said amount being \$_____.

ARTICLE III: City hereby employs Contractor to perform the work according to the terms of this Agreement for the stated price, and agrees to pay the same at the time, in the manner, and upon the conditions stipulated in the Specifications; and the parties, for themselves, their heirs, executors, administrators, successors, and assigns, do hereby agree to the full performance of the covenants herein contained.

ARTICLE IV: The Notice Inviting Bids, Instructions to Bidders, Proposal, Information Required by Bidder, Specifications, Drawings, Project Plans, the Standard Specifications, insofar as they may apply, the Standard Plans, insofar as they may apply, the Uniform Construction Standards, insofar as they may apply, the General, Special and Technical Specifications, insofar as they may apply, the two (2) contract bonds required herein, any supplemental agreement amending or extending the work, any working drawings, sketches, or instructions clarifying or enlarging upon the work specified herein, pertinent portions of any other documents included by reference thereto in these Specifications, and all addenda issued by the City with respect to the foregoing prior to the opening of bids, are hereby incorporated in and made part of this Agreement.

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

FOR CITY OF BELVEDERE:

By: _____
Robert Zadnik, City Manager

ATTEST:

Beth Haener, City Clerk

(Seal)

(Contractor)

by: _____
(printed name)

(signature)

(Title)

WITNESS:

(seal) (for Contractor)

CITY OF BELVEDERE
2024 ROAD MAINTENANCE PROJECT
CERTIFICATIONS

Contractor: _____

1. CERTIFICATION REGARDING PREVAILING WAGE RATES: Bidder had read General Provisions, Section 22, "Legal Relations and Responsibility," with respect to requirements for paying prevailing wages. Bidder certifies that he is aware of the prevailing wage rates as set forth by the Director of the Department of Industrial Relations, State of California, and that he will insure that all workers employed for the project, either by him or by subcontractors, are paid not less than prevailing wages for all work done on or connected with this project.

All representations in this bid are made under penalty of perjury.

Signature of Contractor: _____

Date: _____

2. CERTIFICATION REGARDING APPRENTICESHIP:

Bidder is aware of the requirements of Chapter 1, Part 7, Division 2, Section 1777.5, et seq. of the California Labor Code which requires that under certain circumstances apprentices must be employed on Public Works Projects.

Signature of Contractor: _____

Date: _____

3. CERTIFICATION REGARDING SAFETY:

Contractor certifies that they have established and maintain an Injury and Illness Prevention Program (IPP) in compliance with Cal/OSHA standards, and further agrees to enforce its requirements as pertains to the execution of this contracted work.

Signature of Contractor: _____

Date: _____

**FORM
OF
PERFORMANCE BOND**

(To be executed after Notice of Award)

KNOW ALL MEN BY THESE PRESENTS THAT:

(Name of Contractor)

(Address of Contractor)

a _____, hereinafter called Principal, and
(Corporation, Partnership, or Individual)

(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

CITY OF BELVEDERE, 450 SAN RAFAEL AVE.,
BELVEDERE, CALIFORNIA, 94920

(Name and Address of Owner)

hereinafter called OWNER, in the penal sum of _____ Dollars (\$ _____)

in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the ____ day of _____, 2024, a copy of which is attached hereto and made a part hereof for the construction of:

2024 ROAD MAINTENANCE PROJECT

NOW, THEREFORE, if Principal well, truly, and faithfully performs its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the OWNER, with or without notice to the Surety and during the one-year guaranty period, and if he shall satisfy all claims and demands incurred under such contract, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that 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 WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any wise

affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

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

IN WITNESS WHEREOF, this instrument is executed in _____ counterparts, any one of which shall be _____ (number)

deemed an original, this the _____ day of _____, 2024.

ATTEST: _____ By: _____
(Name of Principal)

(Signature)

(Address of Principal)

(Witness as to Principal)

(Address)

NOTE: If CONTRACTOR is a partnership, all partners must execute BOND.

ATTEST: _____
(Surety) Secretary

(SEAL)

(Witness as to Surety)

(Address of Witness)

By: _____
Attorney-in-fact

(Address of Surety)

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of California.

FORM
of
PAYMENT/LABOR AND MATERIALS BOND
(To be executed after Notice of Award)

KNOW ALL MEN BY THESE PRESENTS THAT:

(Name of Contractor)

(Address of Contractor)

_____, hereinafter called Principal, and
(Corporation, Partnership, or Individual)

(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

CITY OF BELVEDERE, 450 SAN RAFAEL AVE, BELVEDERE , CA 94920
(Name and Address of Owner)

hereinafter called OWNER, in the penal sum of _____
Dollars (\$ _____) in lawful money of the United States, for the payment of
which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and
severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a
certain contract with the OWNER, dated the _____ day of _____, 2024, a copy of
which is attached hereto and made a part hereof for the construction of:

2024 ROAD MAINTENANCE PROJECT

NOW, THEREFORE, if Principal shall promptly make payment to all persons, firms,
SUBCONTRACTORS, and corporations furnishing materials for or performing labor in the
prosecution of the WORK provided for in such contract, and any authorized extension or
modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and
coke, repairs on machinery, equipment and tools, consumed or used in connection with the
construction of such work, and all insurance premiums on said WORK, and for all labor performed
in such WORK whether by SUBCONTRACTOR or otherwise, then this obligation shall be void;
otherwise to remain in full force and effect.

PROVIDED, FURTHER, that 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 WORK to be
performed thereunder or the SPECIFICATIONS accompanying the same shall in any wise affect
its obligation on the BOND, and it does hereby waive notice of any such change, extension of

time, alteration, or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

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

IN WITNESS WHEREOF, this instrument is executed in _____ counterparts,
(Number)

any one of which shall be deemed an original, this the _____ day of _____ 2024.

FOR PRINCIPAL:

(Name of Principal)

ATTEST:

By: _____
(signature)

(SEAL)

(Address of Principal)

(Witness as to Principal)

(Address)

(NOTE: If CONTRACTOR is a Partnership, all partners must execute BOND)

ATTEST:

(Surety Secretary)

(SEAL)

By _____
Attorney-in-fact

(Witness as to Surety)

(Address of Surety)

(Address of Witness)

IMPORTANT: Surety companies executing Bonds must appear on the Treasury Department's most current list (circular 570 as amended) and be authorized to transact business in the State of California.

FORM
of
MAINTENANCE BOND
(To be executed after Notice of Award)

KNOW ALL MEN BY THESE PRESENTS THAT:

(Name of Contractor)

(Address of Contractor)

_____, hereinafter called Principal, and
(Corporation, Partnership, or Individual)

(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

CITY OF BELVEDERE, 450 SAN RAFAEL AVE, BELVEDERE , CA 94920
(Name and Address of Owner)

hereinafter called OWNER, in the penal sum of _____
Dollars (\$ _____) in lawful money of the United States, for the payment of
which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and
severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a
certain contract with the OWNER, dated the _____ day of _____, 2024, a copy of
which is attached hereto and made a part hereof for the construction of:

2024 ROAD MAINTENANCE PROJECT

NOW, THEREFORE, we the PRINCIPAL and the undersigned
_____, as surety (designated as
“SURETY”), an admitted surety insurer authorized to do business in the State of California, are
held and firmly bound unto the City of Belvedere, (designated as the “OBLIGEE”), in the penal
sum of _____ Dollars (\$ _____),
lawful money of the United States , being a sum not less than ten percent (10%) of the final
Contract price, for the payment of which sum well and truly to be made, we bind ourselves, our
heirs, executors, administrators, successors, and assigns jointly and severally, firmly by these
presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH that if, during a maintenance period
of one (1) year from the date of acceptance by the OBLIGEE of the contracted work, the
PRINCIPAL upon receiving written notice of a need for repairs which are directly attributable to
defective materials or workmanship, shall diligently take the necessary steps to correct said defects
within five (5) Days from the date of said notice, then this obligation shall be null and void;
otherwise it shall remain in full force and effect.

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

No right of action shall accrue on this bond to, or for the use of, any person or corporation other than the OBLIGEE named herein or the heirs, executors, administrator or successor of the OBLIGEE.

IN WITNESS WHEREOF, this instrument is executed in _____ counterparts,
(Number)
any one of which shall be deemed an original, this the _____ day of
_____ 2024.

FOR PRINCIPAL:

(Name of Principal)

ATTEST:

By:

(signature)

(SEAL)

(Address of Principal)

(Witness as to Principal)

(Address)

(NOTE: If CONTRACTOR is a Partnership, all partners must execute BOND)

ATTEST:

(Surety Secretary)

(SEAL)

(Witness as to Surety)

(Address of Witness)

By

Attorney-in-fact

(Address of Surety)

IMPORTANT: Surety companies executing Bonds must appear on the Treasury Department's most current list (circular 570 as amended) and be authorized to transact business in the State of California.

GENERAL PROVISIONS

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TO
GENERAL PROVISIONS**

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1. STANDARD SPECIFICATIONS

The work described herein shall be performed in accordance with the documents referenced herein, and in accordance with the Standard Specifications of the State of California, Department of Transportation (Caltrans), latest edition, incorporated herein by reference.

As used in the Standard Specifications, unless the context otherwise requires, the following terms have the following meanings:

Engineer The City Engineer and/or City Manager, acting either directly or through properly authorized agents, such agents acting within the scope of the particular duties entrusted to them.

Office of Administrative Hearings The City Council of the City of Belvedere.

2. DEFINITIONS

Wherever used in the contract documents, the following terms shall have the meaning indicated which shall be applicable to both the singular and plural thereof:

Addenda: Written or graphic instruments issued prior to the execution of the agreement which modify or interpret the contract documents, drawings, and specifications by additions, deletions, clarifications, or corrections.

Bid: The offer or proposal submitted by Bidder on the prescribed form setting forth the prices for the work to be performed.

Bidder: Any person, firm, or corporation submitting a bid for the work.

Bonds: Bid, performance, and payment bonds and other instruments of security furnished by Contractor and his surety in accordance with the contract documents.

Calendar Day: Each and every day, including Saturdays, Sundays, and legal holidays.

Change Order: A written order to Contractor authorizing an addition, deletion, or revision in the work within the general scope of the contract documents or authorizing an adjustment in the contract price or contract time

City: the City of Belvedere, 450 San Rafael Avenue, Belvedere, California.

Project: The undertaking to be performed as provided in the contract documents.

Contract Documents: The work shall conform to the requirements of all the following contract documents incorporated herein by reference:

Project plans

The Standard Specifications, insofar as they may apply

The Standard Plans, insofar as they may apply

The Uniform Construction Standards, insofar as they may apply

These Specifications, including the Notice to Contractors

The proposal and the agreement

The two (2) contract bonds required herein

Any supplemental agreement amending or extending the work

Any working drawings, sketches, or instructions clarifying or enlarging upon the work specified herein.

Pertinent portions of any other documents included by reference thereto in these Specifications, the Standard Specifications, or plans.

Resident Project Representative: The authorized representative of City who is assigned to the project site or any part thereof.

Shop Drawings: All drawings, diagrams, illustrations, brochures, schedules, and other data which are prepared by Contractor, a subcontractor, manufacturer, supplier, or distributor, which illustrate how specific portions of the work shall be fabricated or installed.

Specifications: The directions, provisions, and requirements contained herein.

Standard Specifications: The Standard Specifications of the State of California, Business and Transportation Agency, Department of Transportation, dated July 1992 or latest adopted version if applicable. Any reference therein to a State agency or officer shall be interpreted as if the corresponding City office or officer designated by the City Council and acting under this contract were so specified.

Shop Drawings and Submittals: All drawings, diagrams, illustrations, brochures, schedules, and other data which are prepared by Contractor, a subcontractor, manufacturer, supplier, or distributor, which illustrate how specific portions of the work shall be fabricated or installed.

Standard Plans: The Standard Plans of the State of California, Business and Transportation Agency, Department of Transportation, latest adopted edition.

Subcontractor: An individual, firm, or corporation having a direct contract with Contractor or with any other subcontractor for the performance of a part of the work at the site.

Substantial Completion: That date as certified by Engineer when the construction of the project or a specified part hereof is sufficiently completed in accordance with the contract documents, so that the project or specified part can be utilized for the purposes for which it is intended.

Supplemental General Conditions: modifications to general conditions required by a federal agency for participation in the project or such requirements that may be imposed by applicable state laws.

Supplier: Any person or organization who supplies materials or equipment for the work, including that fabricated to a special design, but who does not perform labor at the site.

Uniform Construction Standards: The Uniform Construction Standards approved and adopted by the cities of Marin and the County of Marin in July 2018.

Work: All labor necessary to produce the construction required by the contract documents and all materials and equipment incorporated or to be incorporated in the project.

Working Day: Each and every day, except Saturdays, Sundays, legal holidays, days on which Contractor is specifically required by the Special provisions to suspend construction operations, and days on which Contractor is prevented by inclement weather or conditions resulting immediately therefrom adverse to the current controlling operation or operations, as determined by Engineer, from proceeding with at least seventy-five (75) percent of the normal labor and equipment force engaged on such operation or operations for at least sixty (60) percent of the total daily time being currently spent on the controlling operation or operations

Written Notice: Any notice relative to any part of this agreement shall be in writing and shall be considered delivered and the service thereof completed, when posted by certified or registered mail to the said party at his last given address or delivered in person to said party or his authorized representative on the work.

3. SCHEDULES, REPORTS AND RECORDS

Contractor shall submit to City such schedule of quantities and costs, progress schedules, payrolls, reports, estimates, records, and other data where applicable as are required by the contract documents for the work to be performed.

At least 12 calendar days prior to the start of construction, Contractor shall submit a construction progress schedule showing the order in which he proposes to carry on the work, including dates at which he will start the various parts of the work and estimated date of completion of each part.

4. DRAWINGS AND SPECIFICATIONS

The intent of the drawings and specifications is that Contractor shall furnish all labor, materials, tools, equipment, and transportation necessary for the proper execution of the work in accordance with the contract documents and all incidental work necessary to complete the project in the acceptable manner, ready for use, occupancy, or operation by City.

In case of conflict between the drawings and specifications, the specifications shall govern. Figure dimensions on drawings shall govern over scale dimensions, and detailed drawings shall govern over general drawings.

Any discrepancies found between the drawings and specifications and site conditions or any inconsistencies or ambiguities in the drawings or specifications shall be immediately reported to Engineer, in writing, who shall promptly correct such inconsistencies or ambiguities in writing. Work done by Contractor after his discovery of such discrepancies, inconsistencies, or ambiguities shall be done at Contractor's risk.

5. SHOP DRAWINGS AND SUBMITTALS

Contractor shall provide shop drawings, samples, and manufacturers' data as may be necessary for the construction of the work as required by the contract documents. Engineer shall promptly review all submittals. Engineer's approval of any submittal shall not release Contractor from responsibility for deviations from the contract documents. The approval of any submittal which substantially deviates from the requirements of the contract documents shall be evidenced by a change order.

When submitted for Engineer's review, submittals shall bear Contractor's certification that Contractor has reviewed, checked and approved the submittal and that they are in conformance with the requirements of the contract documents.

Portions of the work requiring a shop drawing or sample submission shall not begin until the shop drawing or submission has been approved by Engineer. A copy of each approved shop drawing and each approved sample shall be kept in good order by Contractor at the site and shall be available to Engineer.

6. ADDITIONAL INSTRUCTIONS AND DETAIL DRAWINGS

Contractor may be furnished additional instructions and detail drawings, by the Engineer, as necessary to carry out the work required by the contract documents.

The additional drawings and instructions thus supplied will become a part of the contract documents. Contractor shall carry out the work in accordance with the additional drawings and instructions.

7. CHANGES IN WORK

City may at any time, as the need arises, order changes within the scope of the work without invalidating the agreement. If such changes increase or decrease the payment due under the contract documents, or in the time required for performance of the work, an equitable adjustment shall be authorized by change order.

Engineer, also, may at any time, by issuing a field order, make changes in the details of the work. Contractor shall proceed with the performance of any changes in the work so ordered by Engineer unless Contractor believes that such field order entitles him to a change in contract price or time, or both, in which event he shall give Engineer written notice thereof within three (3) days after the receipt of the ordered change. Failure to provide said written notice shall be considered by the City as acknowledgment by the Contractor that no change in price or contract time is required. Thereafter Contractor shall document the basis for a change in contract price or time within seven (7) days. Contractor shall not execute such changes pending the receipt of an executed change order, unless specifically directed to proceed by the City, in which case both parties agree to diligently pursue resolution of any extra costs or credits which are requested by either party.

8. CORRECTION OF WORK

Contractor shall promptly remove from the premises all work rejected by Engineer for failure to comply with the contract documents, whether incorporated in the construction or not, and Contractor shall promptly replace and re-execute the work in accordance with the contract documents and without expense to the City and shall bear the expense of making good all work of other contractors destroyed or damaged by such removal or replacement.

All removal and replacement work shall be done at Contractor's expense. If contractor does not take action to remove such rejected work within ten (10) days after receipt of written notice, City may remove such work and make all corrections required at the expense of Contractor.

9. INCREASED OR DECREASED QUANTITIES

If compensation for an item of work is based on defined units of such work, and if the number of units performed is in excess of one hundred twenty-five percent (125%) of Engineer's estimate, Engineer reserves the right to make no adjustment in said price. An adjustment may be made if requested in writing by Contractor. Such Contractor's request shall be accompanied by adequate, detailed data to support costs of the item.

10. CHANGES IN CONTRACT PRICE

The contract price may be changed only by a change order. The value of any work covered by a change order or of any claim for increase or decrease in the contract price shall be determined by one or more of the following methods in the order of precedence listed below:

- (a) Unit price previously approved
- (b) An agreed lump sum
- (c) The actual cost for labor, direct overhead, materials, supplies, equipment, and other services necessary to complete the work, as determined by the Standard Specifications

11. MEASUREMENT AND PAYMENT

Reference is made to Section 9 of the Standard Specifications and the following provisions:

1. City may withhold from any estimate due Contractor a sum sufficient to protect City from loss on account of (a) defective work not remedied, (b) claims filed or reasonable evidence indicating probable filing of claims, (c) failure of Contractor to make payments properly to subcontractors, or for material or labor, (d) a reasonable doubt that the contract can be completed for the balance then unpaid, or (e) damage to another contractor on the project, which amounts withheld will be paid upon removal of grounds for withholding payment.

2. Reference is made to Section 9-1.06, "Partial Payments." Partial payments shall cover work completed through the fifteenth (15th) calendar day of each month.

City will submit to Contractor within five (5) calendar days after the fifteenth (15th) an estimate of the total amount of work accomplished, which will show the computed amount due less retention. The retention shall be five percent (5%) of the value of the work accomplished providing the work accomplished by the fifteenth (15th) is on or ahead of the approved project progress schedule.

Substitution of Securities for Withheld Amounts: Pursuant to Public Contract Code section 22300, securities may be substituted for any moneys withheld by the City to ensure performance under this Contract, provided that substitution of securities provisions shall not be required in contracts in which there will be financing provided by the Farmer's Home Administration of the United States Department of Agriculture pursuant to the Consolidated Farm and Rural Development Act (7 USC sections 1921 *et seq.*), and where federal regulations or policies or both do not allow the substitution of securities. At the request and expense of Contractor, securities equivalent to the amount withheld shall be deposited with the City, or with a state or federally chartered bank as the escrow agent, which shall then pay such moneys to Contractor. The _____ is authorized to execute substitution of securities agreements on behalf of the City. The City will return the securities to Contractor upon satisfactory completion of the Contract as determined by the City in its sole discretion and the resolution of all outstanding claims against the securities. Contractor shall be the beneficial owner of any securities substituted for moneys withheld and shall receive any interest thereon.

Securities eligible for investment under this section shall include those listed in Government Code section 16430, 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 Contractor and the City provided that the substituted security is equal to or not less than five percent of the Contract amount.

Security substitutions must be submitted by Contractor and approved by the City prior to the time of the first progress payment to be made under the Contract. No other method of substituting securities for retention will be accepted. The security substitution shall be done only upon execution of an agreement satisfactory to the City which includes the following provisions:

- a. The amount of securities to be deposited;
- b. The terms and conditions of conversion to cash in case of the default of Contractor; and
- c. The procedure for return of securities upon completion of the Contract.

No partial payments will be made for materials stored on the job but not yet installed, unless otherwise provided in the Special Provisions.

Upon receipt of the estimate from City, Contractor shall submit a covering invoice to the City of Belvedere.

No partial payment will be made for any work until an approved progress schedule has been received by City.

3. Final Payment. Upon satisfactory completion of the work, City will submit to Contractor for review a final estimate of all work accomplished. After notification of approval by City, Contractor shall then submit his final invoice to the City of Belvedere for acceptance of the work by the City Council. Notice of completion will be filed and retention of moneys will be made upon acceptance of the work as required by the laws of the State of California relating to mechanic's liens. All moneys due in excess of the retention shall be paid to Contractor upon acceptance of the work by the City Council.

All prior partial estimates and payments shall be subject to correction in the final estimate and payment.

In the absence of a formal claim filed by Contractor, the final estimate shall be conclusive and binding against both parties to the contract on all questions relating to the performance of the contract and the amount of work done thereunder and compensation therefor.

12. SUSPENSION OF WORK

Engineer, acting on behalf of the City may, by written notice to Contractor, suspend the work in whole or in part for such period or periods he may deem necessary due to unsuitable weather or anticipated unsuitable weather, delay in delivery of City-furnished equipment or materials, or such other conditions as are considered unfavorable for prosecution of the work, or failure on the part of Contractor to carry out the provisions of the contract or to provide materials or workmanship meeting the requirements of the specifications. Suspended work shall be resumed by Contractor within ten (10) days of receipt from Engineer of written notice to proceed.

Contractor shall have no claim for damages (including but not limited to lost profits) alleged to have been suffered by reason of any suspension of the work without termination of the contract and shall receive no additional compensation because of any such suspension other than a time extension for the suspension period.

13. OVERTIME AND WEEKEND WORK

City inspection and testing personnel will be available as required during normal working hours on Monday through Friday. In the event that Contractor wishes to schedule overtime work after 5:00 PM or before 8:00 AM on Monday through Friday, or at any time of Saturdays, Sundays, or holidays, he shall make arrangements with City at least forty-eight (48) hours in advance of such overtime work. In the event that City is unable to schedule the necessary personnel, Contractor's request may be denied and no work shall be performed outside of normal working hours unless the work is of an emergency nature. The cost of work performed by City representatives on overtime shall be paid by the Contractor if overtime is required due to Contractor's failure to pursue the contract work in a diligent and timely manner.

14. SUPERVISION BY CONTRACTOR

Contractor will supervise and direct the work. The contractor will be solely responsible for the means, methods, techniques, sequences, and procedures of construction. Contractor will employ and maintain on the work a qualified supervisor or superintendent who shall have been designated in writing by Contractor as Contractor's representative at the site. The supervisor shall have full authority to act on behalf of Contractor and all communications given to the supervisor shall be as binding as if given to Contractor. The supervisor shall be present on the site at all times as required to perform adequate supervision and coordination of the work. Failure to provide adequate supervision may be grounds for suspension of work.

15. SUBCONTRACTING

Contractor may utilize the services of specialty subcontractors on those parts of the work which, under normal contracting practices, are performed by specialty subcontractors.

Contractor shall not award work to subcontractor(s) in excess of fifty (50) percent of the contract price without prior written approval of City.

Contractor shall be fully responsible to City for the acts and omissions of all subcontractors and of persons either directly or indirectly employed by them, to the same extent Contractor is responsible for the acts and omissions of persons directly employed by Contractor.

Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to bind subcontractors to Contractor by the terms of the contract documents insofar as applicable to the work of subcontractors and to give Contractor the same power as regards terminating any subcontract that City may exercise over Contractor under any provision of the contract documents.

Nothing contained in this contract shall create any contractual relation between any subcontractors and City.

16. ASSIGNMENT OF CONTRACT

Neither Contractor nor City shall sell, transfer, assign, or otherwise dispose of the contract or any portion thereof, or of his right, title, or interest therein, or his obligations thereunder, without written consent of the other party.

17. ENGINEER'S AUTHORITY

Engineer shall act as the City's representative during the construction period. Engineer shall decide questions which may arise as to quality and acceptability of materials furnished and work performed. Engineer shall interpret the intent of the contract documents in a fair and unbiased manner. Engineer will make visits to the site and determine if the work is proceeding in accordance with the contract documents.

Contractor will be held strictly to the intent of the contract documents in regard to the quality of materials, workmanship, and execution of the work. Inspections may be made at the factory or fabrication plant of the source of material supply.

Engineer will not be responsible for the construction means, controls, techniques, sequences, procedures, or construction safety.

Engineer shall promptly make decisions relative to interpretation of the Contract documents.

18. INSPECTION AND TESTING

All materials and equipment used in the construction of the project shall be subject to inspection and testing in accordance with generally accepted Standards, as required and defined in the contract documents.

City shall provide all inspection and testing services not required by the contract documents, except that costs of reinspection and testing of unsatisfactory work shall be the Contractor's responsibility.

Contractor shall provide at Contractor's expense the testing and inspection services required by the contract documents

If the contract documents, laws, ordinances, rules, regulations, or order of any public authority having jurisdiction require any work to specifically be inspected, tested, or approved by someone other than Contractor, Contractor will give Engineer timely notice of readiness. Contractor will then furnish Engineer the required certificates of inspection, testing, or approval.

Inspections, tests, or approvals by Engineer or others shall not relieve Contractor from any obligations to perform the work in accordance with the requirements of the contract documents.

Engineer and any designated representative will at all times have access to the work. In addition, authorized representatives and agents of any participating federal or state agency shall be permitted to inspect all work, materials, payrolls, records of personnel, invoices of materials, and other relevant data and records. Contractor will provide proper facilities for such access and observation of the work and also for any inspection or testing hereof.

If any work is covered contrary to the instructions of Engineer, the work must, if requested by Engineer, be uncovered for his observation and replaced at Contractor's expense.

If Engineer considers it necessary or advisable that covered work be inspected or tested by others, Contractor at Engineer's request will uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the work in question, furnishing all necessary labor, materials, tools, and equipment. If it is found that such work is defective, Contractor will bear all the expenses of such uncovering, exposure, observation, inspection, and testing and of satisfactory reconstruction. If, however, such work is not found to be defective, Contractor will be allowed an increase in the contract price or an extension of the contract time, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, and reconstruction and an appropriate change order shall be issued.

19. VERIFICATIONS OF MEASUREMENTS

The Contractor shall verify the dimensions of existing structures which are, or may be, affected by the work. If the dimensions vary from those shown on the contract drawings, the Engineer shall be notified, and any discrepancies resolved before the Contractor proceeds with the work.

20. CONTINUITY OF UTILITY SERVICES

The water, sewer, electric power, natural gas, telephone and all other services to the adjacent residences shall be maintained at all time.

21. PERMITS, LICENSES, AND EASEMENTS

Permits, licenses, and easements for permanent structures or permanent changes in existing facilities shall be furnished by the City at no fee to the Contractor and Subcontractors, unless otherwise specified. Contractor shall give all notices and comply with all laws, ordinances, rules, and regulations bearing on the conduct of the work defined by the plans and specifications.

If Contractor engages in work within the City during the contract period for anyone other than City, Contractor shall obtain and pay the fee for the appropriate business license, permits, and easements.

Contractor shall obtain a City of Belvedere, street encroachment permit prior to start of work. The encroachment permit fee will be waived. Permit application can be obtained on City's website at: <https://www.cityofbelvedere.org/DocumentCenter/View/6667/ENCROACHMENT-PERMIT-rev-4-4-19>

Contractor shall obtain a City of Belvedere, road closure permit prior to start of work. The road closure permit fee will be waived. Permit application can be obtained on City's website at: <https://www.cityofbelvedere.org/DocumentCenter/View/65/Road-Closure-Application?bidId=&https://www.cityofbelvedere.org/DocumentCenter/View/2296/Corinthian-Closure-Application-3-30-15?bidId=>

Permits and licenses of a temporary nature necessary for the prosecution of the work shall be secured and paid for by Contractor.

22. LEGAL RELATIONS AND RESPONSIBILITY

The contract price paid for the work shall include full compensation for all taxes which Contractor is required to pay, whether imposed by federal, state, or local government; including, without being limited to, federal excise tax and federal transportation tax. No tax exemption certificate, nor any document designed to exempt Contractor from payment of any tax, will be furnished to Contractor by the City of Belvedere as to any tax on labor, services, materials, transportation, or any other items furnished pursuant to this contract.

Reference is made to the list of General Prevailing Wage Rates established by the Director of the Department of Industrial Relations, State of California. Said rates apply to this project.

The rates for authorized overtime in excess of eight (8) hours in any single working day and for authorized work on Saturdays, Sundays, and other holidays shall not be less than the overtime rates indicated in the list. For any classification not included in the list, the rate shall not be less

than one and one-half (1-1/2) times the straight time wage for that classification. Holidays shall be those days listed as such under applicable collective bargaining agreements and any other day established as a general legal holiday by proclamation of the governor of California or the president of the United States.

In the event that it becomes necessary for Contractor or any subcontractor to employ on the work under this contract any person in a trade or occupation not covered on the list of prevailing wage rates, (except executive, supervisory, administrative, clerical, or other non-manual workers as such), Contractor shall immediately notify City. City will promptly thereafter determine the prevailing rate for such additional trade or occupation applicable to the latest collective bargaining agreements and shall furnish Contractor with the minimum rate based thereon. The minimum rate thus furnished shall be the initial employment of the person affected and during the continuance of such employment.

City may request at any time, and Contractor shall provide, certified payroll records indicating all wages paid to all workmen on the project for the time period requested.

All runoff from atmospheric precipitation drains to San Francisco Bay. Contractor shall not permit any substances, other than clear water, to commingle with natural precipitation and thereby to be discharged from the work.

23. CONTRACT SECURITY

Contractor shall within seven (7) days after the receipt of the Notice of Award furnish City with a performance bond in the amount of one hundred (100) percent of the contract price, and a payment bond in the amount of one hundred (100) percent of the contract price, conditioned upon the performance by Contractor of all undertakings, covenants, terms, conditions, and agreements of the contract documents, and upon the prompt payment by Contractor to all persons supplying labor and materials in the prosecution of the work provided by the contract documents. Such bonds shall be executed by Contractor and a corporate bonding company approved by the City and licensed to transact such business in the state of California.

The expense of these bonds shall be borne by Contractor. If at any time a surety on any such bond is declared a bankrupt or loses its right to do business in California, Contractor shall within ten (10) days after notice from City to do so, substitute an acceptable bond (or bonds) in such form and sum and signed by such other surety or sureties as may be satisfactory to City. The premiums on such bond shall be paid by Contractor. No further payments shall be deemed due nor shall be made until the new surety or sureties shall have furnished an acceptable bond to City.

24. SEPARATE CONTRACTS

City reserves the right to award other contracts in connection with this project. Contractor shall afford other contractors reasonable opportunity for the introduction and storage of their materials and the execution of their work and shall properly connect and coordinate his work with theirs.

If the proper execution or results of any part of Contractor's work depends upon the work of any other contractor, Contractor shall inspect and promptly report to Engineer any defects in such work that render it unsuitable for such proper execution and results.

The City may perform additional work related to the project or may award other contracts containing provisions similar to these. Contractor will afford the other contractors who are parties to such contracts (or City, if it is performing the additional work) reasonable opportunity for the introduction and storage of materials and equipment and the execution of work and shall properly connect and coordinate his work with theirs.

If the performance of additional work by other contractors or the City is not noted in the contract documents prior to the execution of the contract, written notice thereof shall be given to Contractor prior to starting any such additional work. If Contractor believes that the performance of such additional work by City or other involves him in additional expense or entitles Contractor to any extension of the contract time, Contractor may make a claim therefor as provided in Section 8 of the Standard Specifications.

25. INDEMNIFICATION

Contractor, as a condition of this Agreement, shall indemnify, defend, protect and hold City and its officers, agents, employees and volunteers harmless from and against all claims, damages, losses, and expenses, including all attorney's fees and expenses for investigating and defending against such claims. Provided, however, that Contractor's duty to indemnify and hold harmless shall not include any claims or liability arising from the established sole negligence of City or its agents.

In any and all claims against City or Engineer or any of their officers, agents or employees or volunteers by any employee of Contractor, and subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any subcontractor under workmen's compensation acts, disability benefit acts, or other employee benefits acts.

The obligation of Contractor under this paragraph shall not extend to the liability of City, its agents, or employees arising out of the preparation or approval of maps, drawings, opinions, reports, surveys, change reports, designs, or specifications.

26. INSURANCE REQUIREMENTS

Contractor shall effectively protect and guard City from liability attributable to accidents as a consequence of his operations during performance of this contract and shall be responsible for any and all damages, injuries, or death that may be caused because of Contractor or sub-contractor neglect or failure to protect Contractor or subcontractor employees and the public from accident. Contractor shall indemnify, defend, and hold City and entirely harmless from any and all claims, costs, and liability ensuing as a consequence thereof.

Insurance shall include additional named insured: City, the Engineer, and each of their officers, employees, and agents and volunteers; and any other persons with an insurable interest designated by City as an additional named insured.

In those instances where City has obtained "Rights of Entry" from private property owners upon whose property it will be necessary for Contractor to enter to perform the work to be done under the contract, Contractor shall indemnify such property owners in the same manner as City is indemnified.

Contractor's insurance. Contractor shall obtain all insurance required hereunder and shall maintain same at all times during the life of the contract. Contractor shall upon execution of the contract, file with City for its approval the original of such policy or policies including endorsements. The City will not accept policies written on a "claims made" basis. Said insurance shall cover the following:

1. Worker's compensation insurance in such amount as will fully comply with the laws of the State of California and which will indemnify, insure, and provide legal defense for both Contractor and City against any loss, claim, or damages arising from any injuries or occupational diseases happening to any worker employed by Contractor in the course of carrying out the contract work.
2. Automobile insurance for automobile equipment with coverage limits of:

Bodily Injury:	
each person	\$ 500,000
each occurrence	\$1,000,000

Property Damage:	
each accident	\$ 500,000

Or,

In lieu of above:	
Combined Single Limit	\$1,000,000

3. Comprehensive bodily injury and property damage liability insurance.

Contractual liability insurance for liability assumed by Contractor under agreement with City. Such insurance as is afforded by the policy to Contractor for contractual property damage caused by blasting, collapse, structural injuries, or damage to underground utilities. The policy shall not contain the so-called “x” “c” “u” exclusions. The minimum limits of liability for this insurance shall be as indicated in either (a) or (b) as follows:

- | | | |
|-----|---|-------------|
| (a) | Bodily Injury Liability: | |
| | each person | \$ 500,000 |
| | each occurrence | \$1,000,000 |
| | Property Damage Liability: | |
| | each occurrence | \$ 500,000 |
| | aggregate | \$1,000,000 |
| (b) | or, in lieu of above, a combined single limit for Bodily Injury liability and Property Damage | |
| | Liability of: | |
| | each occurrence | \$1,000,000 |
| | aggregate | \$1,000,000 |

4. If identified in the proposal as a separate bid item, the following insurance shall also be provided: builders’ risk “all risk” completed value insurance coverage (including earthquake) upon the entire project which is the subject of this Contract including completed work and work in progress. Such insurance shall include as additional named insured: the owner, the architect, the Engineer, and their consultants; and each of their officers, employees, and agents; and any other persons with an insurable interest designated by the owner as an additional named insured. Such insurance may have a deductible clause but not to exceed \$500. (The deductible on earthquake may be in accordance with the underwriter’s requirements.)

Evidence of insurance in compliance with the requirements of Paragraphs 1, 2, 3, and 4 herein shall be furnished to City by certificate of insurance or by a copy of the policy(ies). Evidence of subcontractor’s workers compensation insurance shall also be provided.

An additional insured endorsement to Contractor’s automobile liability insurance and comprehensive liability insurance policies naming City and its officers and employees and Consultants, as additional insured in the form approved by City shall also be furnished.

Such insurance shall be issued by a company or companies authorized to transact business in the State of California.

Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve Contractor for liability in excess of such coverage, nor shall it preclude City from taking such other actions as are available to City under any other provision of the contract or otherwise in law.

Each insurance policy shall contain a clause, which requires the insurance company to notify City ten (10) days in advance of cancellation. Should any such policy be canceled before final completion of the work and Contractor fail to procure other insurance as herein required, immediately, City may procure such insurance and deduct the cost thereof from any amounts due Contractor.

Subcontractors shall be required to meet all of the insurance requirements applicable to Contractor.

Satisfactory evidence of all insurance requirements must be received by the City prior to issuance of a Notice to Proceed.

27. TIME LIMIT AND LIQUIDATED DAMAGES

Contractor shall commence work within seven (7) consecutive calendar days of receipt of written notice to proceed and fully complete the project within fifteen (15) consecutive working days thereafter, weather permitting

Contractor shall notify City in writing, twelve (12) working days in advance of the time that Contractor plans to commence work.

Should Contractor prepare to begin work at the regular starting time in the morning of any day on which inclement weather or the condition of the site prevents the work from beginning at the usual starting time and the crew is therefore dismissed, Contractor will not be charged for a contract day regardless of whether conditions should change thereafter. Contractor shall not be entitled to additional compensation due to said delays. City will not grant time extensions for inconsequential inclement weather or adverse site conditions.

It shall be within the authority of City to decide whether or not an increase in the number of working days will be granted and City's decisions shall be final and conclusive on both parties to the contract and if such increase is granted, Contractor will not be assessed with liquidated damages nor the cost of engineering and inspection during such increase.

Contractor shall be responsible for initiating and substantiating all time delay claims. All time delay claims together with substantiation of the claim shall be submitted to City in writing within seventy-two (72) hours of the delay occurrence in order for the claim to be considered valid.

28. GUARANTY

Contractor shall guarantee all materials and equipment furnished and work performed for a period of one (1) year from the date of substantial completion. Contractor warrants and guarantees for a period of one (1) year from the date of substantial completion of the system that the completed system is free from all defects due to faulty materials or workmanship and Contractor shall promptly make such corrections as may be necessary by reason of such defects including the repairs of any damage to other parts of the system resulting from such defects. City will give notice of observed defects with reasonable promptness. In the event that Contractor should fail to make such repairs, adjustments, or other work that may be made necessary by such defects, City may do so and charge Contractor the cost thereby incurred. The performance bond shall remain in full force and affect through the guarantee period.

29. ARBITRATION

All claims, disputes, and other matters in question arising out of, or relating to, the contract documents or the breach thereof, except for claims which have been waived by the making and acceptance of final payment as provided by Section 11, shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association. This agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law. The award rendered by the arbitrators shall be final, and judgment may be entered upon it in any court having jurisdiction thereof.

Notice by one party of the demand for arbitration shall be filed in writing with the other party and with the American Arbitration Association, and a copy shall be filed with Engineer. Demand for arbitration shall in no event be made on any claim, dispute, or other matter in question which would be barred by the applicable statute of limitation.

Contractor will carry on the work and maintain the progress schedule during any arbitration proceedings unless otherwise mutually agreed in writing.

30. SAFETY

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with performance of the Contract.

The Contractor shall conduct all operations in a safe manner consistent with all prevailing regulations, laws, ordinances and rules.

The Contractor shall designate a responsible member of the Contractor's on-site work force whose duty shall be the prevention of accidents. Unless otherwise designated by the Contractor in writing to the City, this person shall be the Contractor's Superintendent.

The Contractor shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent sites and utilities.

Particular attention shall be given to the use and storage of hazardous materials. No material shall be incorporated into the work until the material safety data sheets (for said material) have been submitted to the City.

SPECIAL PROVISIONS

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SPECIAL PROVISIONS**

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SPECIAL PROVISIONS

1. **GENERAL**

The Contractor shall restrict operations to the least area of work possible and shall not disturb private property.

The Contractor shall submit to the Engineer a planned order of work and method of traffic control (including his proposed location for parking of vehicles and stockpiling of materials), for approval within seven (7) days after the “Notice of Award,” as required by Section H, “Progress Schedule” of Instructions to Bidders of this contract.

Any damage to City-owned or utility-owned property due to Contractor’s operations shall be a responsibility of Contractor to repair or have repaired at his expense.

It will be required that a pre-construction meeting be held with the low bidder prior to a Notice to Proceed being issued by the City. The meeting will be scheduled at a mutually convenient time.

2. **SIGNS AND TRAFFIC CONTROL**

No later than Noon (12:00) three (3) working days prior to start of work the Contractor shall place “No Parking” signs on the streets or areas to be worked on. Type, spacing, and content of information shall be subject to City review and approval.

Contractor shall provide the City of Belvedere Police Department with list of scheduled Parking restrictions no later than Noon (12:00) three (3) working days prior to start of work.

Contractor shall provide Resident Notifications by mailed letter (10 working days prior to commencement of work) and doorhanger (5 working days prior to commencement of work).

Eucalyptus Ave:

Work must be scheduled and performed such that one lane of traffic is open to flagman-controlled two-way traffic at all times.

Beach Road:

Work will be performed during complete closure of Beach Road between 9:00 AM to 4:30 PM. Road cannot be closed for two consecutive days, without special permission from the City. At the end of the workday, road is required to be reopened to traffic in a manner safe for vehicles, bicyclists & pedestrians (i.e. transitions and utilities shall have temporary AC ramps placed for hazard-free travel).

The Provisions of Section 7-1.08 and 7-1.09 of the State Standard Specifications regarding State-furnished signs are hereby revised to provide that all signs and other warning devices, including warning signs placed beyond the limit of work, shall be provided by Contractor and shall remain Contractor’s property after completion of the contract. Section 12-2.02 is further revised to provide that all flagmen shall be furnished by Contractor at Contractor’s expense. Flagmen, if necessary, shall be properly equipped and trained in accordance with “Instructions to Flagmen,” published by the California Division of Highways.

Contractor shall furnish, erect, maintain, and remove all necessary signs and devices for the public safety and convenience during the length of this contract.

Refer to 21. **PERMITS, LICENSES, AND EASEMENTS** of GENERAL PROVISIONS for details on Road Closure Permits.

3. MATERIALS

Only new materials (except for those explicitly specified to be relocated) shall be incorporated in the work. The materials shall be manufactured, handled, and used in a manner that will prevent their being damaged or disfigured prior to installation.

City's representatives shall have the right to obtain samples of all materials to be used in the work to test such samples for the purpose of determining specification compliance. City reserves the right to obtain said samples at the point of delivery and/or the point of manufacture. City shall also have the right to inspect sources of materials to be used in the work to determine workmanlike procedures used by the materials supplier.

4. TEMPORARY LANE DELINEATORS

The Contractor shall place temporary stop bars and parking stall markings on the freshly placed asphalt concrete. Thermoplastic markings shall not be placed until the asphalt concrete has cured to the City's satisfaction.

5. CLEAN-UP

Construction equipment or vehicles from which fuel, hydraulic fluid, lubricants or other fluids which may damage the pavement of City streets, or render it unsightly, shall be provided with impermeable drip-cloths.

The various project areas are to be left in a clean condition, as approved by the Engineer, upon completion of the project.

Contractor shall remove any spilled or excess material or debris resulting from the work.

TECHNICAL PROVISIONS

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TECHNICAL PROVISIONS**

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A. MOBILIZATION

1. Description

Mobilization shall conform to Section 9-1.16D, "Mobilization", of the State Specifications. If needed, temporary utility connections to any Contractor's facilities will be the responsibility of the Contractor and at no additional cost to the City of Belvedere.

Mobilization shall include the furnishing and providing for regular maintenance of sanitary unit(s) 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.

Prior to commencement of work, City will coordinate an appropriate location for temporary staging of equipment and temporary storage of materials.

2. Payment

The lump sum (LS) price paid for MOBILIZATION shall be considered full compensation for complying with the above provisions for mobilization including furnishing all labor, materials, equipment and incidentals, any temporary utility connections to Contractor's facilities, obtaining permits, and for doing all work involved in mobilization as specified herein shall be considered as having been included in the price paid, and no separate payment will be made thereafter.

B. SIGNS & TRAFFIC CONTROL

1. Description

No later than Noon (12:00) three (3) working days prior to start of work the Contractor shall place "No Parking" signs on the streets or areas to be worked on, spacing, and content of information shall be subject to City review and approval.

The contractor shall provide City of Belvedere Police Department with list of scheduled Parking restrictions no later than Noon (12:00) three (3) working days prior to start of work.

The Provisions of Section 7-1.08 and 7-1.09 of the State Standard Specifications regarding State-furnished signs are hereby revised to provide that all signs and other warning devices, including warning signs placed beyond the limit of work, shall be provided by Contractor and shall remain Contractor's property after completion of the contract. Section 12-2.02 is further revised to provide that all flagmen shall be furnished by Contractor at Contractor's expense. Flagmen, if necessary, shall be properly equipped and trained in accordance with "Instructions to Flagmen," published by the California Division of Highways.

Contractor shall furnish, erect, maintain, and remove all necessary signs and devices for the public safety and convenience during the length of this contract.

Refer to 21. PERMITS, LICENSES, AND EASEMENTS of General Provisions for details on Road Closure Permits.

A preconstruction meeting with the City’s Public Works Director will be required. The meeting will be for the purpose of reviewing the City’s road closure procedures and requirements, including Resident Notifications by mailed letter (10 working days prior to commencement of work) and doorhanger (5 working days prior to commencement of work).

Encroachment and road closure permits must be submitted to City as soon as a schedule is available and no later than 10 days before work commences, in line with the noticing by mail. Closure signage shall be placed on affected roads at locations approved in the permit.

2. Payment

The lump sum (LS) price paid for SIGNS & TRAFFIC CONTROL shall be considered full compensation for providing all labor, equipment, materials, signs, tools, equipment and incidentals, and for doing all the work involved in placing, removing, storing, maintaining, moving to new locations, replacing and disposing of the components of the traffic control system.

C. 0.2’ ASPHALT CONCRETE DIG-OUT

1. Description

Deteriorated areas of existing asphalt concrete (as marked on Eucalyptus Rd by the Engineer) shall be removed to a depth of 0.2’ below existing grade and plugged with asphalt concrete in conformance with Section 36.06 of the County of Marin Standard Specifications using Type "A", 1/2" maximum, medium, graded aggregate. Placement shall conform to Section 36.07 of the County of Marin Standard Specifications.

Following is list of areas (square feet) of the fourteen (14) dig-outs on Eucalyptus Rd:

1	180 sq ft
2	444 sq ft
3	975 sq ft
4	438 sq ft
5	780 sq ft
6	290 sq ft
7	100 sq ft
8	589 sq ft
9	154 sq ft
10	360 sq ft
11	56 sq ft
12	300 sq ft
13	280 sq ft
14	72 sq ft
Total	5018 sq ft

Any utility facility/feature (manhole, box or cover) within dig-out area shall be protected in-place or removed & replaced as necessary to prevent damage. At the end of work, utility feature shall be in similar (or better) height and orientation as it was prior to commencement of work.

The following lists utility facilities/features by street:
Eucalyptus Road – 1 each water valve & 1 each monument

Note: This bid item is for grind only, asphalt concrete for repair is paid for separately by TON per E. below.

2. Measurement & Payment

The contract unit price paid per square foot (SF) for dig-out shall include all labor, materials, tools and equipment necessary to complete the work shown on the plans, including utility facility/feature protection as shown on the plans, marked in the field or as directed by the engineer and specified herein.

Asphalt concrete (HMA) required to repair the dig-out will be paid through E below on a per Ton basis.

D. 0.2' ASPHALT CONCRETE SURFACE GRINDING

1. Description

Asphalt surface grinding shall be done in accordance with Section 42-3, "Grinding," of the State Specifications and these Special Provisions.

Existing asphalt concrete pavement shall be planed (surface grind) at the locations and to the dimensions shown on the plans. Surface grinding shall be at a depth of 0.2'.

Any utility facility/feature (manhole, box or cover) within grinding area shall be protected in-place or removed & replaced as necessary to prevent damage. At the end of work, utility feature shall be in similar (or better) height and orientation as it was prior to commencement of work.

The following lists utility facilities/features on Beach Road:

- 50 – Vaults (various sizes)
- 9 – Water valves
- 9 - Water Meters
- 5 – Sewer Manholes
- 2 – Sewer Cleanout
- 3 – Drop inlets
- 2 – Gas valve
- 4 – Fire hydrant marker

Planing asphalt concrete pavement shall be performed by the cold planing method. Cold planing machines shall be equipped with a cutter head not less than 30 inches in width and shall be operated so as not to produce fumes or smoke. All grinding shall be done with cold planing electronic sensor-equipped machine(s) unless authorized by the Engineer in advance. The cold planing machine shall be capable of planing the pavement without requiring the use of a heating device to soften the pavement during or prior to the planing operation.

The depth, width and shape of the cut shall be as indicated on the typical cross sections or as directed by the Engineer. The final cut shall result in a uniform surface conforming to the typical cross-sections. The outside lines of the planed area shall be neat and uniform. Planing asphalt concrete pavement operations shall be performed without damage to the surfacing and curb & gutter to remain in place.

Surface grinding shall provide uniform depth across the roadway and/or adjoining pavement on each side as shown on the plans. The depth of the grind shall be per the dimensions indicated on the plans.

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

In addition, the Contractor shall coordinate with the Engineer about existing survey monuments prior to his grinding operation. Contractor is responsible for tie-out of any existing monuments or markers.

No additional compensation shall be made for Pavement Grinding in excess of the width shown on the plans unless so directed by the Engineer.

It is not the intent of this special provision to relieve the contractor from maintaining the work area at all times. Cleaning, asphalt concrete patching, traffic control and any maintenance work necessary for public safety and convenience as directed by the Engineer shall be performed by the Contractor at Contractor's expense.

Planed widths of pavement shall be continuous except for intersections at cross streets where the planing shall be carried around the corners and through the conform lines. Following planing operations, a drop-off of more than 0.15 foot will not be allowed at any time between adjacent lanes open to public traffic.

Where transverse joints are planed in the pavement at conform lines, at driveways and at ramps no drop-off shall remain between the existing pavement and the planed area when the pavement is opened to public traffic. If asphalt concrete has not been placed to the level of existing pavement before the pavement is to be opened to public traffic a temporary asphalt concrete taper shall be constructed. Asphalt concrete for temporary tapers shall be placed to the level of the existing pavement and tapered on a slope of 30:1 or flatter to the level of the planed area. The Contractor shall place temporary cutback asphalt over construction paper at paving conforms immediately after performing the grinding operation.

The cutback asphalt shall be placed to provide a smooth and hazard-free ramp for vehicular and pedestrian traffic. The Contractor shall maintain the cutback until overlay work has begun at which time all cutback asphalt and construction paper shall be removed and disposed of.

Surface pavement grinding shall not be exposed to traffic for more than forty-eight (48) hours. The time between grinding and paving shall not be in excess of one working day unless approved by the Engineer. The Contractor shall post NO PARKING signs in accordance with, "SIGNS AND TRAFFIC CONTROL" of these Project Specifications.

Errors caused by overgrinding shall be corrected by the Contractor at Contractor's expense to the satisfaction of the Engineer. Concrete gutters chipped by the pavement grinding operations shall be epoxy patched or replaced as directed by the Engineer.

The noise level created by the combined grinding operation shall not exceed 86 dBA at a distance of 50 feet. The grinding machine shall not produce excessive dust and shall conform to the Standards of the Bay Area Air Quality Control Board. Pre-heating of the asphalt concrete shall not be performed. The machine shall be equipped with a water device for dust control. The grinding machine shall have a side shield to prevent ground material from being thrown on the adjacent pavement surfaces. Failure of the (sub)contractor to provide satisfactory dust control will result in a stop-work order until the Engineer is satisfied with the control proposed.

Street Cleaning – After cold planing, it shall be the Contractor's responsibility to remove all grindings and residue from the pavement surface with a vacuum truck immediately after grinding and prior to applying geotextile fabric and/or asphalt concrete overlay. If water is used for cleaning, the wash-off water shall not be permitted to drain into the storm drains. The residue material ground from the roadway surface shall become the property of the Contractor who shall make arrangement for disposal outside the right-of-way.

2. Measurement

Surface grinding shall be measured by the square foot as shown on the plans. The surface grinding quantity to be paid for shall be to the specified dimensions of grinding regardless of the number of passes required to match with the depth requirement shown on the plans.

3. Payment

The contract price paid per square foot (SQ FT) of surface grinding shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals for doing all work, including furnishing water for washing the pavement, and utility facility/feature protection as shown on the plans, as specified in these specifications and the special provisions and as directed by the Engineer.

E. ASPHALT CONCRETE OVERLAY & DIGOUT REPAIR PAVING (HMA)

1. Description

Asphalt Concrete shall conform to the provisions of Section 39, "Asphalt Concrete" of the Standard Specifications and these Special Provisions.

Asphalt Concrete Overlay shall include the resurfacing of traveled way as per the details and dimensions shown on the plans.

Asphalt Concrete Paving shall be installed at location and dimensions shown on the plans.

Asphalt Concrete shall be Type "A", ½-inch Maximum, Medium Gradation, conforming to the requirements of Section 39-2 "Hot Mix Asphalt" of the Standard Specifications.

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

The coarse aggregate shall contain 100% crushed rock. The percentage of crushed particles will be determined by Test Method of No. Calif. 205, except that no particle shall be considered a crushed particle unless it has three or more fractured faces, regardless of size.

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

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

If not prepared specifically for this project, the mix design shall have been done within the last six (6) months.

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

At the OBC, the compacted mixture shall have the following properties:

Hveem Stability: 39 Minimum
Percent Voids: 3.5 Percent to 4.5 Percent

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

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

The Contractor shall notify the Engineer at least seventy-two (72) hours in advance of commencement of paving operations on any road.

Paint binder shall be SS-1 and shall be applied on existing pavement which has not received pavement reinforcing fabric and between layers of Asphalt Concrete. Paint binder shall be uniformly spread from a distributor truck by means of a horizontal spray bar. Hand-held spraying will not be allowed except in small irregular areas as permitted by the Engineer. The rate of coverage shall be as approved by the Engineer. Paint binder shall not be applied to a width greater than can be covered by the paving operation, nor greater than 500 feet in advance of the paving operation, unless authorized by the Engineer. Following the application of the paint binder, the surface of the roadway shall be closed to the use of public traffic. Care shall be taken to avoid tracking paint binder material on existing pavement surfaces beyond the limits of construction. Material so tracked shall be removed by the Contractor at Contractor's expense.

The Contractor shall furnish and use tarpaulins to cover all loads.

The Contractor shall pave in such a way as to minimize longitudinal cold joints. In no event shall longitudinal joints be allowed to remain at the end of the working day.

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

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

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

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

All exposed edges shall be compacted with a vibratory plate roller.

Asphalt Concrete shall be compacted to a minimum 93 percent of Maximum Theoretical Density as determined by American Society of Testing Materials (ASTM) D-2041.

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

2. Measurement

The quantity of Asphalt Concrete shall be determined from certified weigh master tickets delivered to and signed by the Engineer at the work site on the day of placement. The Engineer shall be supplied with a copy of each certified weigh ticket for the Engineer's records.

3. Payment

The price paid per TON of Asphalt Concrete shall be considered full compensation for furnishing all labor, materials and equipment necessary to complete the work as shown on the plans and specified herein.

No adjustment in the contract unit price for Asphalt Concrete shall be made for increases or decreases of more than 25 percent of the quantities set forth in the Schedule of Bid Prices.

F. PAVEMENT STRIPING & MARKERS

1. Description

Thermoplastic pavement markings shall conform to the Provisions in Sections 84-1, "General," 84-2, "Traffic Stripes and Pavement Markings," of the Standard Specifications and these Special Provisions.

Contractor is responsible for ensuring all pavement markings are replaced in the exact locations they were removed from.

Existing designated parking spaces have been very specifically laid out for size and location. The Contractor shall make whatever provisions necessary to assure that these spaces are re-marked to their exact original size and location. No striping layout will be provided by the City.

Contractor to submit "Referencing" documentation for City review & approval prior to the removal of any pavement striping or markings.

Lengths of these designated parking spaces vary, but consist of 4" wide x 2' long white thermoplastic line separated by 4' clear, alternating for the entire length. Each location has a 4" wide x 4' long transverse termination line at each end.

Following is list of lengths (feet) of the fifteen (15) designated parking areas:

1	54'
2	28'
3	23'
4	76'
5	18'
6	32'
7	18'
8	18'
9	25'
10	85'
11	28'
12	16'
13	21'
14	21'
15	16'
Total	479'

Thermoplastic striping & markings shall not be applied until new AC pavement has sufficiently cured.

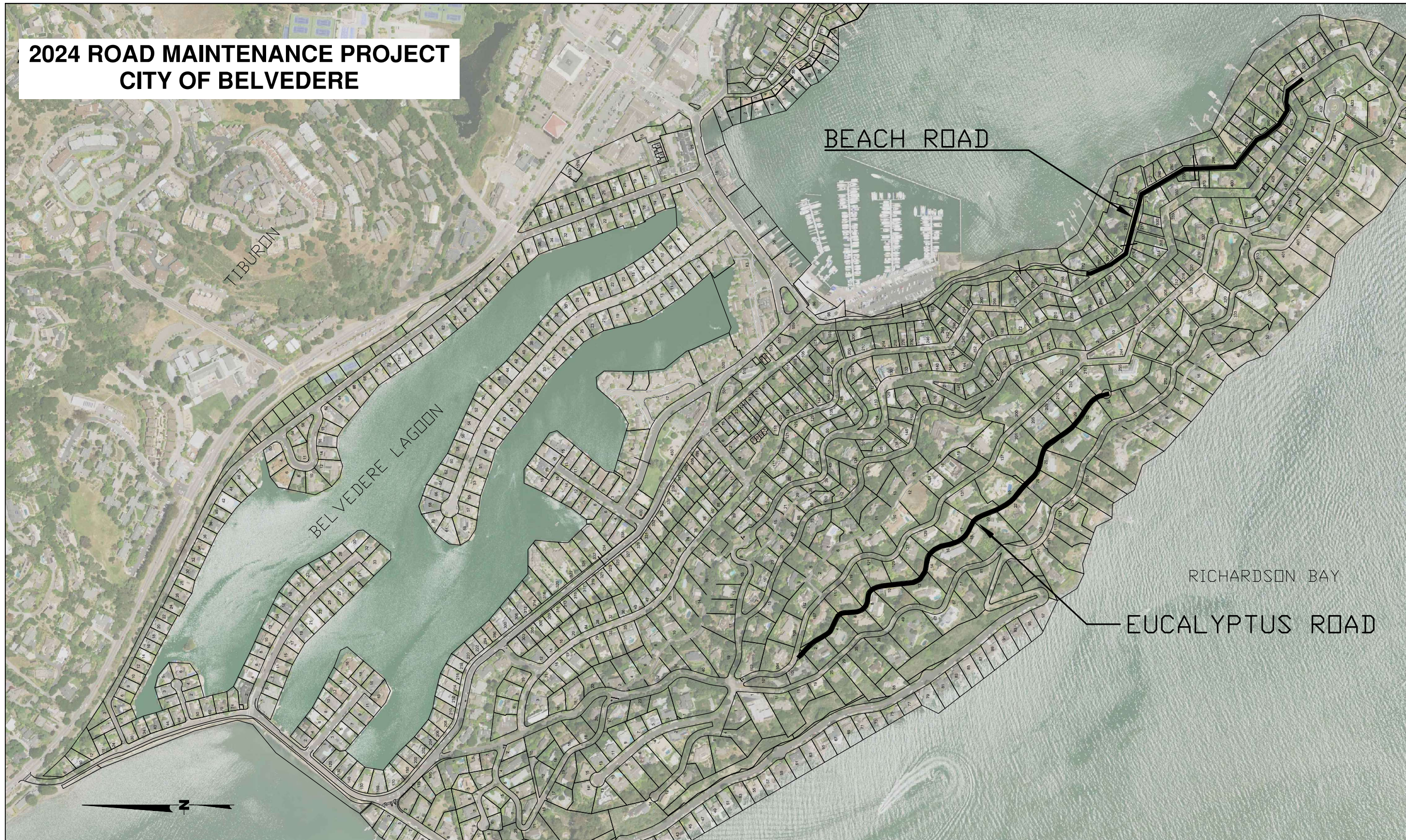
Place a blue reflector opposite each hydrant at the centerline of pavement.

2. Measurement & Payment

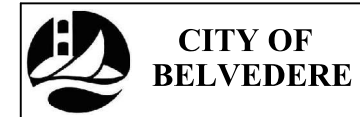
The contract unit price paid for replacement of thermoplastic traffic striping / markings and plastic markers will be based on the Linear Foot (LF), Square Foot (SF) or Each (EA) price bid for each bid item.

Price paid for pavement striping / markings and markers shall be considered full compensation for furnishing all labor, materials and equipment necessary to complete the work, including removal of existing markings if necessary, as shown on the plans and specified herein.

2024 ROAD MAINTENANCE PROJECT CITY OF BELVEDERE



BEFORE EXCAVATING
CALL U.S.A.
UNDERGROUND SERVICE ALERT
800-227-2600
TWO WORKING DAYS BEFORE
ALL PLANNED WORK OPERATIONS



2024 ROAD MAINTENANCE PROJECT LOCATOR MAP

REV	DATE	DESCRIPTION	BY	BY: NMV	APPROVED: AB	SCALE: AS SHOWN	CONTRACT NO.
				CHKD: JLM	DATE: JULY 2024	SHEET 1 OF 1	DWG. NO.