

TOWN OF FAIRFAX

FAIRFAX, CALIFORNIA

CONTRACT DOCUMENTS AND SPECIFICATIONS FOR

**2024 FAIRFAX SLURRY SEAL ROAD IMPROVEMENT
PROJECT**

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00 11 16 – NOTICE INVITING BIDS

NOTICE IS HEREBY GIVEN that the Town of Fairfax ("Town") invites and will receive sealed Bids up to but not later than **3:00 P.M. August 13, 2024** at the oFairfax Town Hall located at 142 Bolinas Rd., Fairfax, California 94930, for the furnishing to Town of all labor, equipment, materials, tools, services, transportation, permits, utilities, and all other items necessary for 2024 Fairfax Slurry Seal Road Improvement Project (the "Project"). At said time, Bids will be publicly opened and read aloud at Fairfax Town Hall. Bids received after said time shall be returned unopened. Bids shall be valid for a period of 90 calendar days after the Bid opening date.

Scope of work shall include slurry seal of multiple roads and locations within the Town of Fairfax and may also include digouts and minor road repair at needed locations.

Bids must be submitted on the Town's Bid Forms. Bidders may obtain a copy of the Contract Documents from the Town of Fairfax at: <https://www.townoffairfax.org/requests-for-proposals-and-bids/>. To the extent required by section 20103.7 of the Public Contract Code, upon request from a contractor plan room service, the Town shall provide an electronic copy of the Contract Documents at no charge to the contractor plan room.

It is the responsibility of each prospective bidder to download and print all Bid Documents for review and to verify the completeness of Bid Documents before submitting a bid. Any Addenda will be posted on <https://www.townoffairfax.org/requests-for-proposals-and-bids/> and will be posted to local exchanges. It is the responsibility of each prospective bidder to check <https://www.townoffairfax.org/requests-for-proposals-and-bids/> on a daily basis through the close of bids for any applicable addenda or updates. The Town does not assume any liability or responsibility based on any defective or incomplete copying, excerpting, scanning, faxing, downloading or printing of the Bid Documents. Information on <https://www.townoffairfax.org/requests-for-proposals-and-bids/> may change without notice to prospective bidders.

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

A non-Mandatory Pre-Bid Conference is scheduled for July 30, 2024 at 2:00 P.M. to review the Project's existing conditions at 142 Bolinas Road, Fairfax, CA 94930. Representatives of the Town and consulting engineers, if any, will be present. Questions asked by Bidders at the Pre-Bid Conference not specifically addressed within the Contract Documents shall be answered in writing, and shall be sent to all Bidders present at the Pre-Bid Conference.

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

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

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

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

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

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

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

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

Town shall award the contract for the Project to the lowest responsive, responsible Bidder as determined by the Town from the Base Bid Only. Town reserves the right to reject any or all bids or to waive any irregularities or informalities in any bids or in the bidding process.

For further information, contact Loren Umbertis, Director of Public Works at lumbertis@townoffairfax.org or 415-342-7114

END OF NOTICE INVITING BIDS

00 21 13 – INSTRUCTIONS TO BIDDERS

ARTICLE 1. SECURING DOCUMENTS

Bids must be submitted to the Town on the Bid Forms which are a part of the Bid Package for the Project. Bid and Contract Documents may be obtained from <https://www.townoffairfax.org/requests-for-proposals-and-bids/> in the Notice Inviting Bids. Prospective bidders are encouraged to telephone in advance to determine the availability of Contract Documents. Any charge for the Contract Documents is stated in the Notice Inviting Bids.

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

Any Addenda will be posted on <https://www.townoffairfax.org/requests-for-proposals-and-bids/>. Failure to acknowledge addenda may make a bid nonresponsive and not eligible for award of the contract.

ARTICLE 2. EXAMINATION OF SITE AND CONTRACT DOCUMENTS

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

ARTICLE 3. INTERPRETATION OF DRAWINGS AND DOCUMENTS

Prospective Bidders unclear as to the true meaning of any part of the Drawings, Specifications or other proposed contract documents may submit to the Engineer of the Town a written request for interpretation. The prospective Bidder submitting the request is responsible for prompt delivery. Interpretation of the Drawings, Specifications or other proposed contract documents will be made only by a written addendum duly issued and a copy of such addenda will be mailed or delivered to each prospective Bidder who has purchased a set of Drawings and Specifications. The Town will not be responsible for any other explanation or interpretations of the proposed documents. If a Prospective Bidders becomes aware of any errors or omissions in any part of the Contract Documents, it is the obligation of the Prospective Bidder to promptly bring it to the attention of the

Town.

ARTICLE 4. PRE-BID CONFERENCE

A Non-Mandatory Pre-Bid Conference is scheduled for July 30, 2024 at to review the Project's existing conditions at Fairfax Town Hall at 142 Bolinas Road, Fairfax, CA 94930 Representatives of the Town and consulting engineers, if any, will be present. Questions asked by Bidders at the Pre-Bid Conference not specifically addressed within the Contract Documents shall be answered in writing, and shall be sent to all Bidders present at the Pre-Bid Conference.

ARTICLE 5. ADDENDA

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

ARTICLE 6. ALTERNATE BIDS

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

ARTICLE 7. COMPLETION OF BID FORMS

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

ARTICLE 8. MODIFICATIONS OF BIDS

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

ARTICLE 9. SUBCONTRACTORS

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

ARTICLE 10. LICENSING REQUIREMENTS

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

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

ARTICLE 11. BID GUARANTEE (BOND)

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

ARTICLE 12. IRAN CONTRACTING ACT OF 2010

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

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

ARTICLE 13. NONCOLLUSION DECLARATION

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

ARTICLE 14. PUBLIC WORKS CONTRACTOR REGISTRATION CERTIFICATION

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

ARTICLE 15. BIDDER INFORMATION AND EXPERIENCE FORM

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

ARTICLE 16. WORKERS' COMPENSATION CERTIFICATION

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

I am aware of the provisions of Section 3700 of the Labor Code, which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will

comply with such provisions before commencing the performance of the work of this contract.

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

ARTICLE 17. SIGNING OF BIDS

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

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

ARTICLE 18. SUBMISSION OF SEALED BIDS

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

Bid of _____ (Bidder's Name)
for the 2024 Fairfax Slurry Seal Road Improvement Project

Only where expressly permitted in the Notice Inviting Bids may bidders submit their bids via electronic transmission pursuant to Public Contract Code sections 1600 and 1601. Any acceptable method(s) of electronic transmission shall be stated in the Notice Inviting Bids. Town may reject any bid not strictly complying with Town's designated methods for delivery.

ARTICLE 19. OPENING OF BIDS

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

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

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

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

ARTICLE 20. WITHDRAWAL OF BID

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

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

ARTICLE 21. BIDDERS INTERESTED IN MORE THAN ONE BID

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

ARTICLE 22. SUBSTITUTION OF SECURITY

The Contract Documents call for monthly progress payments based upon the percentage of the Work completed. The Town will retain a percentage of each progress payment as provided by the Contract Documents. At the request and expense of the successful Bidder, the Town will substitute securities for the amount so retained in accordance with Public Contract Code Section 22300.

ARTICLE 23. PREVAILING WAGES

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

ARTICLE 24. DEBARMENT OF CONTRACTORS AND SUBCONTRACTORS

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

ARTICLE 25. INSURANCE REQUIREMENTS

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

ARTICLE 26. PERFORMANCE BOND AND PAYMENT BOND REQUIREMENTS

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

ARTICLE 27. SALES AND OTHER APPLICABLE TAXES, PERMITS, LICENSES AND FEES

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

ARTICLE 28. PERMIT AND INSPECTION FEE ALLOWANCE

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

ARTICLE 29. FILING OF BID PROTESTS

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

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

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

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

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

ARTICLE 30. BASIS OF AWARD; BALANCED BID

The Town shall award the Contract to the lowest responsible Bidder submitting a responsive Bid. The lowest Bid will be determined on the basis of the Total Bid Price.

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

ARTICLE 31. AWARD PROCESS

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

ARTICLE 32. EXECUTION OF CONTRACT

As required herein the Bidder to whom an award is made shall execute the Contract in the amount determined by the Contract Documents. The Town may require appropriate evidence that the persons executing the Contract are duly empowered to do so. The Contract and bond forms to

be executed by the successful Bidder are included within these Specifications and shall not be detached.

ARTICLE 33. QUESTIONS

Questions regarding this Notice Inviting Bids may be directed to Loren Umbertis, Director of Public Works AT 415-342-7114 or email at lumbertis@townoffairfax.org No other members of the Town's staff or governing body should be contacted about this procurement during the bidding process. Any and all inquiries and comments regarding this Bid must be communicated in writing, unless otherwise instructed by the Town. The Town may, in its sole discretion, disqualify any Bidder who engages in any prohibited communications.

00 41 43 – BID FORMS

1.1 Bid.

Bids will be received at the Town of Fairfax, 142 Bolinas Rd., Fairfax, California 94930, until **August 13, 2024 at 3:00 p.m. pst.**

NAME OF BIDDER: _____

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

2024 Fairfax Slurry Seal Road Improvement Project

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

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

Addenda No. _____

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

A. BID SCHEDULE

NO.	ITEM DESCRIPTION	UNIT OF MEASURE	EST. QTY.	UNIT PRICE	ITEM COST
1	Mobilization, Bonds & Insurance	LS	1		
2	Traffic Control	LS	1		
3	Water Pollution Control Program	LS	1		
4	Clearing, Grubbing, Trimming & Root Pruning	LS	1		
5	Crack Seal	LS	1		
6	Slurry Seal (Type II w/Black Rock)	SY	38,720		
7	Remove & Replace 4" HMA	SF	27,170		
8	Skin Patch / HMA Fill	SF	3,500		
9	6" Deep Lift Stabilization (Allowance)	SF	1,359		
10	Prune & Remove Tree Roots	EA	1		
11	Lower Gas Valve Cover	EA	1		
12	Lower Manhole Cover	EA	1		
13	Lower Survey Monument Cover	EA	1		
14	Lower Water Valve Cover	EA	3		
15	Adjust Gas Valve Cover to Finish Grade	EA	1		
16	Adjust Manhole Cover to Finish Grade	EA	1		
17	Adjust Survey Monument to Finish Grade	EA	1		
18	Adjust Water Valve Cover to Finish Grade	EA	3		
19	Install Blue RPM at Fire Hydrant	EA	36		
20	Install White RPM at Crosswalk	EA	122		
21	4" White Line (Thermo)	LF	120		
22	12" White Crosswalk/Limit Line (Thermo)	LF	412		

23	12" Yellow Crosswalk (Thermo)	LF	0	gfh	fg
24	24" White Crosswalk (Thermo)	LF	270		
25	24" Yellow Crosswalk (Thermo)	LF	0	gfh	fg
26	Striping Detail #1 (Thermo)	LF	1,525		
27	Striping Detail #21 (Thermo)	LF	3,235		
28	Striping Detail #27B (Thermo)	LF	2,420		
29	Striping Detail #39A (Thermo)	LF	0	gfh	fg
30	Pavement Marking "25" (Thermo)	EA	3		
31	Pavement Marking "CLEAR" (Thermo)	EA	0	gfh	fg
32	Pavement Marking "KEEP" (Thermo)	EA	0	gfh	fg
33	Pavement Marking "LANE" (Thermo)	EA	0	gfh	fg
34	Pavement Marking "ONE" (Thermo)	EA	1		
35	Pavement Marking "STOP" (Thermo)	EA	30		
36	Pavement Marking "WAY" (Thermo)	EA	1		
37	Pavement Marking "Type I (10') Arrow" (Thermo)	EA	1		
38	Pavement Marking "Bicycle Loop Detector Symbol" (Thermo)	EA	0	gfh	fg
39	Pavement Marking "Green Backed Sharrow" (Thermo)	EA	29		
40	Red Curb	LS	1		

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

In case of discrepancy between the Unit Price and the Item Cost set forth for a unit basis item, the unit price shall prevail and shall be utilized as the basis for determining the lowest responsive, responsible Bidder. However, if the amount set forth as a unit price is ambiguous, unintelligible or

uncertain for any cause, or is omitted, or is the same amount as the entry in the "Item Cost" column, then the amount set forth in the "Item Cost" column for the item shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the Unit Price.

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

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

B. TOTAL BID PRICE:

TOTAL BID PRICE BASED ON BID SCHEDULE TOTAL OF UNIT PRICES FOR 2024 Fairfax Slurry Seal Road Improvement Project	
\$	
Total Bid Price in Numbers	
\$	
Total Bid Price in Written Form	
In case of discrepancy between the written price and the numerical price, the written price shall prevail.	

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

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

C. BID ALTERNATE 1 SCHEDULE

NO.	ITEM DESCRIPTION	UNIT OF MEASURE	EST. QTY.	UNIT PRICE	ITEM COST
1	Mobilization, Bonds & Insurance	LS	1		
2	Traffic Control	LS	1		

3	Water Pollution Control Program	LS	1		
4	Clearing, Grubbing, Trimming & Root Pruning	LS	1		
5	Crack Seal	LS	1		
6	Slurry Seal (Type II w/Black Rock)	SY	2,650		
7	Remove & Replace 4" HMA	SF	8,658		
8	6" Deep Lift Stabilization (Allowance)	SF	433		
9	Prune & Remove Tree Roots	EA	2		
10	Install Blue RPM at Fire Hydrant	EA	5		

D. BID ALTERNATE 2 SCHEDULE

NO.	ITEM DESCRIPTION	UNIT OF MEASURE	EST. QTY.	UNIT PRICE	ITEM COST
1	Mobilization, Bonds & Insurance	LS	1		
2	Traffic Control	LS	1		
3	Water Pollution Control Program	LS	1		
4	Clearing, Grubbing, Trimming & Root Pruning	LS	1		
5	Crack Seal	LS	1		
6	Slurry Seal (Type II w/Black Rock)	SY	9,128		
7	Remove & Replace 4" HMA	SF	15,790		
8	Skin Patch / HMA Fill	SF	900		
9	6" Deep Lift Stabilization (Allowance)	SF	790		
10	Lower Manhole Cover	EA	2		
11	Lower Water Valve Cover	EA	1		
12	Adjust Manhole Cover to Finish Grade	EA	2		
13	Adjust Water Valve Cover to Finish Grade	EA	1		

14	Install Blue RPM at Fire Hydrant	EA	7		
15	12" White Crosswalk/Limit Line (Thermo)	LF	190		
16	12" Yellow Crosswalk (Thermo)	LF	108		
17	24" White Crosswalk (Thermo)	LF	110		
18	24" Yellow Crosswalk (Thermo)	LF	130		
19	Striping Detail #21 (Thermo)	LF	37		
20	Striping Detail #39A (Thermo)	LF	144		
21	Pavement Marking "CLEAR" (Thermo)	EA	1		
22	Pavement Marking "KEEP" (Thermo)	EA	1		
23	Pavement Marking "LANE" (Thermo)	EA	1		
24	Pavement Marking "STOP" (Thermo)	EA	6		
25	Pavement Marking "Bicycle Loop Detector Symbol" (Thermo)	EA	1		
26	Red Curb	LS	1		

E. BID ALTERNATE 3 SCHEDULE

NO.	ITEM DESCRIPTION	UNIT OF MEASURE	EST. QTY.	UNIT PRICE	ITEM COST
1	Mobilization, Bonds & Insurance	LS	1		
2	Traffic Control	LS	1		
3	Water Pollution Control Program	LS	1		
4	Clearing, Grubbing, Trimming & Root Pruning	LS	1		
5	Crack Seal	LS	1		
6	Slurry Seal (Type II w/Black Rock)	SY	2,445		

7	Remove & Replace 4" HMA	SF	3,255		
8	6" Deep Lift Stabilization (Allowance)	SF	163		
9	Prune & Remove Tree Roots	EA	1		
10	Install Blue RPM at Fire Hydrant	EA	1		
11	Install White RPM at Crosswalk	EA	72		
12	12" White Crosswalk/Limit Line (Thermo)	LF	27		
13	24" White Crosswalk (Thermo)	LF	68		
14	Pavement Marking "STOP" (Thermo)	EA	3		
15	Red Curb	LS	1		

ALTERNATE BIDS	BID PRICE (IN WRITTEN FORM)	BID PRICE (IN NUMBERS)
ALTERNATE #1		
ALTERNATE #2		
ALTERNATE #3		

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

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

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

If awarded the contract, the undersigned agrees that there shall be paid by the undersigned and by all subcontractors to all laborers, workers and mechanics employed in the execution of such

contract no less than the prevailing wage rate within Marin County for each craft, classification, or type of worker needed to complete the Work contemplated by this contract as established by the Director of the Department of Industrial Relations. A copy of the prevailing rate of per diem wages are on file at the Town's Administration Office and shall be made available to interested parties upon request.

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

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

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

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

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

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

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

(signatures continued on next page)

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

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

(Bidders Name – Print or Type)

(Name and Title)

(Corporate Seal)

(Signature)

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

Name _____ Title _____

Complete Address _____

Phone _____ FAX _____

Name _____ Title _____

Complete Address _____

Phone _____ FAX _____

Name _____ Title _____

Complete Address _____

Phone _____ FAX _____

Name _____ Title _____

Complete Address _____

Phone _____ FAX _____

1.2 Bid Bond

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

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

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted the accompanying bid dated _____, 20____, for 2024 Fairfax Slurry Seal Road Improvement Project

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

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

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

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

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

(Corporate Seal)

Contractor/ Principal

By _____

Title _____

(Corporate Seal)

Surety

By _____

Attorney-in-Fact

(Attach Attorney-in-Fact Certificate)

Title _____

Notary Acknowledgment

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

STATE OF CALIFORNIA

COUNTY OF _____

On _____, 20____, before me, _____, Notary Public, personally
Date Name And Title Of Officer (e.g. "Jane Doe, Notary Public")
appeared _____, who proved to me on the basis of satisfactory
Name(s) of Signer(s)

evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Place Notary Seal Above

Signature of Notary Public

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

- ☐ Individual
☐ Corporate Officer

Title(s)

- ☐ Partner(s) ☐ Limited
☐ General

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

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

Title or Type of Document

Number of Pages

Date of Document

Signer(s) Other Than Named Above

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

Notary Acknowledgment

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

STATE OF CALIFORNIA

COUNTY OF _____

On _____, 20____, before me, _____, Notary Public, personally
Date Name And Title Of Officer (e.g. "Jane Doe, Notary Public")

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

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

WITNESS my hand and official seal.

Place Notary Seal Above

Signature of Notary Public

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

- ☐ Individual
☐ Corporate Officer

Title(s)

- ☐ Partner(s) ☐ Limited
☐ General

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

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

Title or Type of Document

Number of Pages

Date of Document

Signer(s) Other Than Named Above

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

END OF BID BOND

1.3 List of Subcontractors

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

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

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

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

(Attach additional sheets if necessary)

Name of Bidder _____

Signature _____

Name and Title _____

Dated _____

1.4 Bidder Information and Experience Form

ARTICLE 1. INFORMATION ABOUT BIDDER

(Indicate not applicable ("N/A") where appropriate.)

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

1.0 Name of Bidder: _____

2.0 Type, if Entity: _____

3.0 Bidder Address: _____

Facsimile Number

Telephone Number

Email Address

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

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

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

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

6.1 Date of Incorporation: _____

6.2 State of Incorporation: _____

6.3 President's Name: _____

6.4 Vice-President's Name(s): _____

6.5 Secretary's Name: _____

6.6 Treasurer's Name: _____

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

7.1 Date of Organization: _____

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

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

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

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

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

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

13.0 List Trade References:

14.0 List Bank References (Bank and Branch Address):

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

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

ARTICLE 2. LIST OF CURRENT PROJECTS (BACKLOG)

[**Duplicate Page if needed for listing additional current projects.**]

Project	Description of Bidder's Work	Completion Date	Cost of Bidder's Work

ARTICLE 3. LIST OF COMPLETED PROJECTS – LAST THREE YEARS

[**Duplicate Page if needed for listing additional completed projects.**]

Please include only those projects which are similar enough to demonstrate Bidder's ability to perform the required Work.

Project	Description of Bidder's Work	Completion Date	Cost of Bidder's Work

ARTICLE 4. EXPERIENCE AND TECHNICAL QUALIFICATIONS QUESTIONNAIRE

Personnel:

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

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

2. Summarize each person's specialized education:

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

4. Summarize such experience:

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

Changes Occuring Since Prequalification

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

Additional Bidder's Statements:

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

ARTICLE 5. VERIFICATION AND EXECUTION

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

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

Name of Bidder_____

Signature_____

Name_____

Title_____

Date_____

1.5 Non-Collusion Declaration

The undersigned declares:

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

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

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

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

Name of Bidder_____

Signature_____

Name_____

Title_____

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

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

☐ The Contractor is not:

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

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

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

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

Signature: _____

Printed Name: _____

Title: _____

Firm Name: _____

Date: _____

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

1.7 Public Works Contractor Registration Certification

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

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

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

Name of Bidder: _____

DIR Registration Number: _____

DIR Registration Expiration: _____

Small Project Exemption: _____ Yes or _____ No

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

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

Name of Bidder _____

Signature _____

Name and Title _____

Dated _____

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

1.8 Contractor's Certificate Regarding Workers' Compensation.

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

Name of Bidder _____

Signature _____

Name _____

Title _____

Dated _____

00 52 13 – CONTRACT

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

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

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

2024 Fairfax Slurry Seal Road Improvement Project

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

b. **TIME FOR COMPLETION.** Time is of the essence in the performance of the Work. The Work shall be commenced on the date stated in the Town's Notice to Proceed. The Contractor shall complete all Work required by the Contract Documents within **45 Calendar Days** from the commencement date stated in the Notice to Proceed. By its signature hereunder, Contractor agrees the time for completion set forth above is adequate and reasonable to complete the Work.

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

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

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

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

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

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

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

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

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

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

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

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

TOWN OF FAIRFAX

Approved By:

Heather Abrams
Town Manager

Date

Attested By:

Town Clerk

Approved As To Form:

Town Attorney

[INSERT CONTRACTOR NAME]

Signature

Name

Title

Date

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

END OF CONTRACT

Notary Acknowledgment

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

STATE OF CALIFORNIA

COUNTY OF _____

On _____, 20____, before me, _____, Notary Public, personally
Date Name And Title Of Officer (e.g. "Jane Doe, Notary Public")

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

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

WITNESS my hand and official seal.

Place Notary Seal Above

Signature of Notary Public

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

- ☐ Individual
☐ Corporate Officer

Title(s)

- ☐ Partner(s) ☐ Limited
☐ General

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

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

Title or Type of Document

Number of Pages

Date of Document

Signer(s) Other Than Named Above

00 61 13 – BOND FORMS

1.1 Performance Bond.

KNOW ALL PERSONS BY THESE PRESENTS:

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

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

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

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

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

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

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

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

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

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

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

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

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

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

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

(Corporate Seal)

Contractor/ Principal

By _____

Title _____

(Corporate Seal)

Surety

By _____
Attorney-in-Fact

(Attach Attorney-in-Fact Certificate)

Title _____

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

THIS IS A REQUIRED FORM

Any claims under this bond may be addressed to:

(Name and Address of Surety)

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

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

Notary Acknowledgment

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

STATE OF CALIFORNIA

COUNTY OF _____

On _____, 20____, before me, _____, Notary Public, personally
Date Name And Title Of Officer (e.g. "Jane Doe, Notary Public")
appeared _____, who proved to me on the basis of satisfactory
Name(s) of Signer(s)

evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Place Notary Seal Above

Signature of Notary Public

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

- ☐ Individual
☐ Corporate Officer

Title(s)

- ☐ Partner(s) ☐ Limited
☐ General

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

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

Title or Type of Document

Number of Pages

Date of Document

Signer(s) Other Than Named Above

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

Notary Acknowledgment

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STATE OF CALIFORNIA

COUNTY OF _____

On _____, 20____, before me, _____, Notary Public, personally
Date Name And Title Of Officer (e.g. "Jane Doe, Notary Public")
appeared _____, who proved to me on the basis of satisfactory
Name(s) of Signer(s)

evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Place Notary Seal Above

Signature of Notary Public

OPTIONAL

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Title(s)

- ☐ Partner(s) ☐ Limited
☐ General

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

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

Title or Type of Document

Number of Pages

Date of Document

Signer(s) Other Than Named Above

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

END OF PERFORMANCE BOND

1.2 Payment Bond (Labor and Materials).

KNOW ALL MEN BY THESE PRESENTS That

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

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

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

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

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

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

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

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

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

(Corporate Seal)

Contractor/ Principal

By _____

Title _____

(Corporate Seal)

Surety

By _____
Attorney-in-Fact

(Attach Attorney-in-Fact Certificate)

Title _____

Notary Acknowledgment

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STATE OF CALIFORNIA

COUNTY OF _____

On _____, 20____, before me, _____, Notary Public, personally
Date Name And Title Of Officer (e.g. "Jane Doe, Notary Public")

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

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

WITNESS my hand and official seal.

Place Notary Seal Above

Signature of Notary Public

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

- ☐ Individual
☐ Corporate Officer

Title(s)

- ☐ Partner(s) ☐ Limited
☐ General

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

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

Title or Type of Document

Number of Pages

Date of Document

Signer(s) Other Than Named Above

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

Notary Acknowledgment

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STATE OF CALIFORNIA

COUNTY OF _____

On _____, 20____, before me, _____, Notary Public, personally
Date Name And Title Of Officer (e.g. "Jane Doe, Notary Public")

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

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

WITNESS my hand and official seal.

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Signature of Notary Public

OPTIONAL

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

Title or Type of Document

Number of Pages

Date of Document

Signer(s) Other Than Named Above

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

END OF PAYMENT BOND

00 72 13 – GENERAL CONDITIONS

ARTICLE 1. DEFINED TERMS

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

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

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

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

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

Y. Engineer of Record -- The individual, partnership, corporation, joint venture, or other legal entity named as such in Section 00 73 13, Article 1.1. or any succeeding entity designated by the Town.

Z. Green Book -- The current edition of the Standard Specifications for Public Works Construction.

AA. Hazardous Waste -- The term "Hazardous Waste" shall have the meaning provided in Section 104 of the Solid Waste Disposal Act (42 U.S.C. § 6903) as amended from time to time or, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a class I, class II, or class III disposal site in accordance with provisions of existing law, whichever is more restrictive.

BB. Holiday -- The Holidays occur on:

New Year's Day - January 1
President's Day -- Third Monday in February
Memorial Day - Last Monday in May
Independence Day - July 4
Labor Day - First Monday in September
Veteran's Day - November 11
Thanksgiving Day - Fourth Thursday in November
Friday after Thanksgiving
Christmas Eve -- December 24
Christmas Day - December 25
Day After Christmas -- December 26
New Year's Eve -- December 31

If any Holiday listed above falls on a Saturday, Saturday and the preceding Friday are both Holidays. If the Holiday should fall on a Sunday, Sunday and the following Monday are both Holidays.

CC. Notice of Award -- The written notice by the Town to the Successful Bidder stating that upon timely compliance by the Successful Bidder with the conditions precedent listed therein, the Town will sign and deliver the Contract.

DD. Notice of Completion -- The form which may be executed by the Town and recorded by the county where the Project is located constituting final acceptance of the Project.

EE. Notice to Proceed -- A written notice given by the Town to Contractor fixing the date on which the Contractor may proceed with the Work and when Contract Times will commence to run.

FF. Project -- The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part.

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

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

ARTICLE 2. CONTRACT DOCUMENTS

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

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

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

ARTICLE 3. PRECONSTRUCTION AND CONSTRUCTION COMMUNICATION

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

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

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

ARTICLE 4. CONTRACT DOCUMENTS: COPIES & MAINTENANCE

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

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

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

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

ARTICLE 6. MOBILIZATION

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

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

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

ARTICLE 7. EXISTENCE OF UTILITIES AT THE WORK SITE

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

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

ARTICLE 8. SOILS INVESTIGATIONS

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

interpretations. Except for reliance on the accuracy of such “technical data,” Contractor may not rely upon or make any claim against the Town, Town’s Representative, or Engineer of Record, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:

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

ARTICLE 9. CONTRACTOR’S SUPERVISION

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

ARTICLE 10. WORKERS

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

ARTICLE 11. INDEPENDENT CONTRACTORS

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

ARTICLE 12. SUBCONTRACTS

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

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

ARTICLE 13. VERIFICATION OF EMPLOYMENT ELIGIBILITY

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

ARTICLE 14. REQUESTS FOR SUBSTITUTION

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

or article shall rest with the Contractor. The Engineer has the complete and sole discretion to determine if a material, process, or article is substantially equal to or better than that specified and to approve or reject all substitution requests.

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

ARTICLE 15. SHOP DRAWINGS

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

- B. Contractor shall make any corrections required by the Engineer, and file with the Engineer six (6) corrected copies each, and furnish such other copies as may be needed for completion of the Work. Engineer's acceptance of shop drawings shall not relieve Contractor from responsibility for deviations from the Contract Documents unless Contractor has, in writing, called Engineer's attention to such deviations at time of submission and has secured the Engineer's written acceptance. Engineer's acceptance of shop drawings shall not relieve Contractor from responsibility for errors in shop drawings.

ARTICLE 16. SUBMITTALS

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

ARTICLE 17. MATERIALS

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

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

ARTICLE 18. PERMITS AND LICENSES

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

ARTICLE 19. TRENCHES

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

promptly, and before the excavation is further disturbed, notify the Town in writing of any of the following conditions:

1. Material that the Contractor believes may be material that is hazardous waste, as defined in section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.
2. Subsurface or latent physical conditions at the site differing from those indicated.
3. Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract

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

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

ARTICLE 20. TRAFFIC CONTROL

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

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

ARTICLE 21. DIVERSION OF RECYCLABLE WASTE MATERIALS

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

ARTICLE 22. REMOVAL OF HAZARDOUS MATERIALS

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

ARTICLE 23. SANITARY FACILITIES

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

ARTICLE 24. AIR POLLUTION CONTROL

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

ARTICLE 25. LAYOUT AND FIELD ENGINEERING

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

ARTICLE 26. TESTS AND INSPECTIONS

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

ARTICLE 27. PROTECTION OF WORK AND PROPERTY

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

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

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

ARTICLE 28. CONTRACTOR'S MEANS AND METHODS

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

ARTICLE 29. AUTHORIZED REPRESENTATIVES

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

ARTICLE 30. HOURS OF WORK

- A. As provided in Article 3 (commencing at section 1810), Chapter 1, Part 7, Division 2 of the Labor Code, Contractor stipulates that eight (8) hours of labor shall constitute a legal day's work. The time of service of any worker employed at any time by the Contractor or by any subcontractor on any subcontract under this Contract upon the Work or upon any part of the Work contemplated by this Contract is limited and restricted to eight (8) hours during any one calendar day and 40 hours during any one calendar week, except as hereinafter provided. Notwithstanding the provisions herein above set forth, work performed by employees of Contractor in excess of eight (8) hours per day, and 40 hours during any one week, shall be permitted upon this public work upon compensation for all hours worked in excess of eight (8) hours per day at not less than one and one-half times the basic rate of pay.
- B. The Contractor and every subcontractor shall keep an accurate record showing the name of and actual hours worked each calendar day and each calendar week by each worker employed in connection with the Work or any part of the Work contemplated by this Contract. The record shall be kept open at all reasonable hours to the inspection of the Town and to the Division of Labor Law Enforcement, Department of Industrial Relations of the State of California.
- C. The Contractor shall pay to the Town a penalty of twenty-five dollars (\$25.00) for each worker employed in the execution of this Contract by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted

to work more than eight (8) hours in any calendar day and 40 hours in any one calendar week in violation of the provisions of Article 3 (commencing at section 1810), Chapter 1, Part 7, Division 2 of the Labor Code.

- D. Any work necessary to be performed after regular working hours, or on Saturdays and Sundays or other holidays, shall be performed without additional expense to the Town.
- E. Town will provide inspection during normal working hours from 7:00 a.m. to 3:30 p.m. Monday through Friday. Inspection before or after this time will be charged to the Contractor as reimbursable inspection time. Inspections on weekends requires two days' notice for review and approval. Upon written request and approval the 8.5 hour working day may be changed to other limits subject to city/county ordinance.
- F. It shall be unlawful for any person to operate, permit, use, or cause to operate any of the following at the Project site, other than between the hours of 7:00 a.m. to 5:00 p.m., Monday through Friday, with no Work allowed on the Town-observed holidays, unless otherwise approved by the Town:
 - 1. Powered Vehicles
 - 2. Construction Equipment
 - 3. Loading and Unloading Vehicles
 - 4. Domestic Power Tools

ARTICLE 31. PAYROLL RECORDS; LABOR COMPLIANCE

- A. Pursuant to Labor Code section 1776, Contractor and all subcontractors shall maintain weekly certified payroll records, showing the names, addresses, Social Security numbers, work classifications, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by them in connection with the Work under this Contract. Contractor shall certify under penalty of perjury that records maintained and submitted by Contractor are true and accurate. Contractor shall also require subcontractor(s) to certify weekly payroll records under penalty of perjury.
- B. In accordance with Labor Code section 1771.4, the Contractor and each subcontractor shall furnish the certified payroll records directly to the Department of Industrial Relations ("DIR") on the specified interval and format prescribed by the DIR, which may include electronic submission. Contractor shall comply with all requirements and regulations from the DIR relating to labor compliance monitoring and enforcement. The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.
- C. Any stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor that affect Contractor's performance of Work, including any delay, shall be Contractor's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Contractor caused delay subject to any

applicable liquidated damages and shall not be compensable by the Town. Contractor shall defend, indemnify and hold the Town, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor.

- D. The payroll records described herein shall be certified and submitted by the Contractor at a time designated by the Town. The Contractor shall also provide the following:
 - 1. A certified copy of the employee's payroll records shall be made available for inspection or furnished to such employee or his or her authorized representative on request.
 - 2. A certified copy of all payroll records described herein shall be made available for inspection or furnished upon request of the DIR.
- E. Unless submitted electronically, the certified payroll records shall be on forms provided by the Division of Labor Standards Enforcement ("DLSE") of the DIR or shall contain the same information as the forms provided by the DLSE.
- F. Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency, the Town, the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address and social security number. The name and address of the Contractor awarded the Contract or performing the contract shall not be marked or obliterated.
- G. In the event of noncompliance with the requirements of this Article, the Contractor shall have ten (10) calendar days in which to comply subsequent to receipt of written notice specifying in what respects the Contractor must comply with this Article. Should noncompliance still be evident after such 10-day period, the Contractor shall pay a penalty of one hundred dollars (\$100.00) to the Town for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, such penalties shall be withheld from progress payment then due.
- H. The responsibility for compliance with this Article shall rest upon the Contractor.

ARTICLE 32. PREVAILING RATES OF WAGES

- A. The Contractor is aware of the requirements of Labor Code sections 1720 *et seq.* and 1770 *et seq.*, as well as California Code of Regulations, Title 8, Section 16000 *et seq.* ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. Since this Project involves an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and since the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. The Contractor shall obtain a copy of the prevailing rates of per diem wages at the commencement of this Contract from the website of the Division of Labor Statistics and Research of the Department of Industrial Relations located at www.dir.ca.gov. In the alternative, the Contractor may view a copy of the prevailing rate of per diem wages

which are on file at the Town's Administration Office and shall be made available to interested parties upon request. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification, or type of worker needed to perform work on the Project available to interested parties upon request, and shall post copies at the Contractor's principal place of business and at the Project site. Contractor shall defend, indemnify and hold the Town, its officials, officers, employees and authorized volunteers free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

- B. The Contractor shall forfeit as a penalty to the Town not more than Two Hundred Dollars (\$200.00), pursuant to Labor Code section 1775, for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate as determined by the Director of the Department of Industrial Relations for such work or craft in which such worker is employed for any public work done under the Contract by it or by any subcontractor under it. The difference between such prevailing wage rate and the amount paid to each worker for each calendar day or portion thereof, for which each worker was paid less than the prevailing wage rate, shall be paid to each worker by the Contractor.
- C. Contractor shall post, at appropriate conspicuous points on the Project site, a schedule showing all determined general prevailing wage rates and all authorized deductions, if any, from unpaid wages actually earned.

ARTICLE 33. PUBLIC WORKS CONTRACTOR REGISTRATION

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

ARTICLE 34. EMPLOYMENT OF APPRENTICES

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

D. The responsibility for compliance with this Article shall rest upon the Contractor.

ARTICLE 35. NONDISCRIMINATION/EQUAL EMPLOYMENT OPPORTUNITY

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

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

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

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

ARTICLE 36. DEBARMENT OF CONTRACTORS AND SUBCONTRACTORS

Contractors or subcontractors may not perform work on a public works project with a subcontractor who is ineligible to perform work on a public project pursuant to Labor Code section 1777.1 or 1777.7. Any contract on a public works project entered into between a contractor and

a debarred subcontractor is void as a matter of law. A debarred subcontractor may not receive any public money for performing work as a subcontractor on a public works contract. Any public money that is paid, or may have been paid to a debarred subcontractor by a contractor on the project shall be returned to the Town. The Contractor shall be responsible for the payment of wages to workers of a debarred subcontractor who has been allowed to work on the project.

ARTICLE 37. LABOR/EMPLOYMENT SAFETY

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

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

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

ARTICLE 38. INSURANCE

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

- A. **Additional Insureds; Waiver of Subrogation.** The Town, its officials, officers, employees, agents and authorized volunteers shall be named as Additional Insureds on Contractor's All Risk policy and on Contractor's and its subcontractors' policies of Commercial General Liability and Automobile Liability insurance using, for Contractor's policy/ies of Commercial General Liability insurance, ISO CG forms 20 10 and 20 37 (or endorsements providing the exact same coverage, including completed operations), and, for subcontractors' policies of Commercial General Liability insurance, ISO CG form 20 38 (or endorsements providing the exact same coverage). Notwithstanding the minimum limits set forth in this Contract for any type of insurance coverage, all available insurance proceeds in excess of the specified minimum limits of coverage shall be available to the parties required to be named as

Additional Insureds hereunder. Contractor and its insurance carriers shall provide a Waiver of Subrogation in favor of those parties.

- B. Workers' Compensation Insurance.** The Contractor shall provide workers' compensation insurance for all of the employees engaged in Work under this Contract, on or at the Site, and, in case of any sublet Work, the Contractor shall require the subcontractor similarly to provide workers' compensation insurance for all the latter's employees as prescribed by State law. Any class of employee or employees not covered by a subcontractor's insurance shall be covered by the Contractor's insurance. In case any class of employees engaged in work under this Contract, on or at the Site, is not protected under the Workers' Compensation Statutes, the Contractor shall provide or shall cause a subcontractor to provide, adequate insurance coverage for the protection of such employees not otherwise protected. The Contractor is required to secure payment of compensation to his employees in accordance with the provisions of section 3700 of the Labor Code. The Contractor shall file with the Town certificates of his insurance protecting workers. Company or companies providing insurance coverage shall be acceptable to the Town, if in the form and coverage as set forth in the Contract Documents.
- C. Employer's Liability Insurance.** Contractor shall provide Employer's Liability Insurance, including Occupational Disease, in the amount of at least one million dollars (\$1,000,000.00) per person per accident. Contractor shall provide Town with a certificate of Employer's Liability Insurance. Such insurance shall comply with the provisions of the Contract Documents. The policy shall be endorsed, if applicable, to provide a Borrowed Servant/Alternate Employer Endorsement and contain a Waiver of Subrogation in favor of the Town.
- D. Commercial General Liability Insurance.** Contractor shall provide "occurrence" form Commercial General Liability insurance coverage at least as broad as the most current ISO CGL Form 00 01, including but not limited to, premises liability, contractual liability, products/completed operations, personal and advertising injury which may arise from or out of Contractor's operations, use, and management of the Site, or the performance of its obligations hereunder. The policy shall not contain any exclusion contrary to this Contract including but not limited to endorsements or provisions limiting coverage for (1) contractual liability (including but not limited to ISO CG 24 26 or 21 39); or (2) cross-liability for claims or suits against one insured against another. Policy limits shall not be less than \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. Defense costs shall be paid in addition to the limits.
1. Such policy shall comply with all the requirements of this Article. The limits set forth herein shall apply separately to each insured against whom claims are made or suits are brought, except with respect to the limits of liability. Further the limits set forth herein shall not be construed to relieve the Contractor from liability in excess of such coverage, nor shall it limit Contractor's indemnification obligations to the Town, and shall not preclude the Town from taking such other actions available to the Town under other provisions of the Contract Documents or law.

2. All general liability policies provided pursuant to the provisions of this Article shall comply with the provisions of the Contract Documents.
 3. All general liability policies shall be written to apply to all bodily injury, including death, property damage, personal injury, owned and non-owned equipment, blanket contractual liability, completed operations liability, explosion, collapse, under-ground excavation, removal of lateral support, and other covered loss, however occasioned, occurring during the policy term, and shall specifically insure the performance by Contractor of that part of the indemnification contained in these General Conditions relating to liability for injury to or death of persons and damage to property.
 4. If the coverage contains one or more aggregate limits, a minimum of 50% of any such aggregate limit must remain available at all times; if over 50% of any aggregate limit has been paid or reserved, the Town may require additional coverage to be purchased by Contractor to restore the required limits. Contractor may combine primary, umbrella, and as broad as possible excess liability coverage to achieve the total limits indicated above. Any umbrella or excess liability policy shall include the additional insured endorsement described in the Contract Documents.
 5. All policies of general liability insurance shall permit and Contractor does hereby waive any right of subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss.
- E. **Automobile Liability Insurance.** Contractor shall provide "occurrence" form Automobile Liability Insurance at least as broad as ISO CA 00 01 (Any Auto) in the amount of, at least, one million dollars (\$1,000,000) per accident for bodily injury and property damage. Such insurance shall provide coverage with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by Contractor or for which Contractor is responsible, in a form and with insurance companies acceptable to the Town. All policies of automobile insurance shall permit and Contractor does hereby waive any right of subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss.
- F. Contractor shall require all tiers of sub-contractors working under this Contract to provide the insurance required under this Article unless otherwise agreed to in writing by Town. Contractor shall make certain that any and all subcontractors hired by Contractor are insured in accordance with this Contract. If any subcontractor's coverage does not comply with the foregoing provisions, Contractor shall indemnify and hold the Town harmless from any damage, loss, cost, or expense, including attorneys' fees, incurred by the Town as a result thereof.

ARTICLE 39. FORM AND PROOF OF CARRIAGE OF INSURANCE

- A. Any insurance carrier providing insurance coverage required by the Contract Documents shall be admitted to and authorized to do business in the State of California unless waived, in writing, by the Town's Risk Manager. Carrier(s) shall have an A.M. Best rating of not less than an A:VII. Insurance deductibles or self-insured retentions

must be declared by the Contractor. At the election of the Town the Contractor shall either 1) reduce or eliminate such deductibles or self-insured retentions, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses. If umbrella or excess liability coverage is used to meet any required limit(s) specified herein, the Contractor shall provide a "follow form" endorsement satisfactory to the Town indicating that such coverage is subject to the same terms and conditions as the underlying liability policy.

- B. Each insurance policy required by this Contract shall be endorsed to state that: (1) coverage shall not be suspended, voided, reduced or cancelled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the Town; and (2) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the Town, its officials, officers, agents, employees, and volunteers.
- C. The Certificate(s) and policies of insurance shall contain or shall be endorsed to contain the covenant of the insurance carrier(s) that it shall provide no less than thirty (30) days written notice be given to the Town prior to any material modification or cancellation of such insurance. In the event of a material modification or cancellation of coverage, the Town may terminate the Contract or stop the Work in accordance with the Contract Documents, unless the Town receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. Contractor shall not take possession, or use the Site, or commence operations under this Contract until the Town has been furnished original Certificate(s) of Insurance and certified original copies of endorsements or policies of insurance including all endorsements and any and all other attachments as required in this Article. The original endorsements for each policy and the Certificate of Insurance shall be signed by an individual authorized by the insurance carrier to do so on its behalf.
- D. The Certificate(s) of Insurance, policies and endorsements shall so covenant and shall be construed as primary, and the Town's insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.
- E. Town reserves the right to adjust the monetary limits of insurance coverages during the term of this Contract including any extension thereof if, in the Town's reasonable judgment, the amount or type of insurance carried by the Contractor becomes inadequate.
- F. Contractor shall report to the Town, in addition to the Contractor's insurer, any and all insurance claims submitted by the Contractor in connection with the Work under this Contract.

ARTICLE 40. TIME FOR COMPLETION AND LIQUIDATED DAMAGES

- A. **Time for Completion/Liquidated Damages.** Time is of the essence in the completion of the Work. Work shall be commenced within ten (10) Days of the date stated in the Town's Notice to Proceed and shall be completed by Contractor in the time specified

in the Contract Documents. The Town is under no obligation to consider early completion of the Project; and the Contract completion date shall not be amended by the Town's receipt or acceptance of the Contractor's proposed earlier completion date. Furthermore, Contractor shall not, under any circumstances, receive additional compensation from the Town (including but not limited to indirect, general, administrative or other forms of overhead costs) for the period between the time of earlier completion proposed by the Contractor and the Contract completion date. If the Work is not completed as stated in the Contract Documents, it is understood that the Town will suffer damage. In accordance with Government Code section 53069.85, being impractical and infeasible to determine the amount of actual damage, it is agreed that Contractor shall pay to the Town as fixed and liquidated damages, and not as a penalty, the sum stipulated in the Contract for each calendar day of delay until the Work is fully completed. Contractor and its surety shall be liable for any liquidated damages. Any money due or to become due the Contractor may be retained to cover liquidated damages.

- B. **Inclement Weather.** Contractor shall abide by the Engineer's determination of what constitutes inclement weather. Time extensions for inclement weather shall only be granted when the Work stopped during inclement weather is on the critical path of the Project schedule.
- C. **Extension of Time.** Contractor shall not be charged liquidated damages because of any delays in completion of the Work due to unforeseeable causes beyond the control and without the fault or negligence of Contractor (or its subcontractors or suppliers). Contractor shall within five (5) Days of identifying any such delay notify the Town in writing of causes of delay. The Town shall ascertain the facts and extent of delay and grant extension of time for completing the Work when, in its judgment, the facts justify such an extension. Time extensions to the Project shall be requested by the Contractor as they occur and without delay. No delay claims shall be permitted unless the event or occurrence delays the completion of the Project beyond the Contract completion date.
- D. **No Damages for Reasonable Delay.** The Town's liability to Contractor for delays for which the Town is responsible shall be limited to only an extension of time unless such delays were unreasonable under the circumstances. In no case shall the Town be liable for any costs which are borne by the Contractor in the regular course of business, including, but not limited to, home office overhead and other ongoing costs. Damages caused by unreasonable Town delay, including delays caused by items that are the responsibility of the Town pursuant to Government Code section 4215, shall be based on actual costs only, no proportions or formulas shall be used to calculate any delay damages.

ARTICLE 41. COST BREAKDOWN AND PERIODIC ESTIMATES

Contractor shall furnish on forms Approved by the Town:

- A. Within ten (10) Days of Notice to Proceed with the Contract, a detailed estimate giving a complete breakdown of the Contract price, if the Contract amount is a lump sum.

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

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

ARTICLE 42. PROGRESS ESTIMATES AND PAYMENT

- A. By the tenth (10th) Day of the following calendar month, Contractor shall submit to Engineer a payment request which shall set forth in detail the value of the Work done for the period beginning with the date work was first commenced and ending on the end of the calendar month for which the payment request is prepared. Contractor shall include any amount earned for authorized extra work. From the total thus computed, a deduction shall be made in the amount of five percent (5%) for retention, except where the Town has adopted a finding that the Work done under the Contract is substantially complex, and then the amount withheld as retention shall be the percentage specified in the Notice Inviting Bids. From the remainder a further deduction may be made in accordance with Section B below. The amount computed, less the amount withheld for retention and any amounts withheld as set forth below, shall be the amount of the Contractor's payment request.
- B. The Town may withhold a sufficient amount or amounts of any payment or payments otherwise due to Contractor, as in his judgment may be necessary to cover:
 - 1. Payments which may be past due and payable for just claims against Contractor or any subcontractors for labor or materials furnished in and about the performance of work on the Project under this Contract.
 - 2. Defective work not remedied.
 - 3. Failure of Contractor to make proper payments to his subcontractor or for material or labor.
 - 4. Completion of the Contract if there is a reasonable doubt that the Work can be completed for balance then unpaid.
 - 5. Damage to another contractor or a third party.

6. Amounts which may be due the Town for claims against Contractor.
 7. Failure of Contractor to keep the record ("as-built") drawings up to date.
 8. Failure to provide update on construction schedule as required herein.
 9. Site cleanup.
 10. Failure to comply with Contract Documents.
 11. Liquidated damages.
 12. Legally permitted penalties.
- C. The Town may apply such withheld amount or amounts to payment of such claims or obligations at its discretion with the exception of subsections (B)(1), (3), and (5) of this Article, which must be retained or applied in accordance with applicable law. In so doing, the Town shall be deemed the agent of Contractor and any payment so made by the Town shall be considered as a payment made under contract by the Town to Contractor and the Town shall not be liable to Contractor for such payments made in good faith. Such payments may be made without prior judicial determination of claim or obligations. The Town will render Contractor a proper accounting of such funds disbursed on behalf of Contractor.
- D. Upon receipt, the Engineer shall review the payment request to determine whether it is undisputed and suitable for payment. If the payment request is determined to be unsuitable for payment, it shall be returned to Contractor as soon as practicable but not later than seven (7) Days after receipt, accompanied by a document setting forth in writing the reasons why the payment request is not proper. The Town shall make the progress payment within 30 calendar days after the receipt of an undisputed and properly submitted payment request from Contractor, provided that a release of liens and claims has been received from the Contractor pursuant to Civil Code section 8132. The number of days available to the Town to make a payment without incurring interest pursuant to this paragraph shall be reduced by the number of days by which the Engineer exceeds the seven (7) Day requirement.
- E. A payment request shall be considered properly executed if funds are available for payment of the payment request and payment is not delayed due to an audit inquiry by the financial officer of the Town.

ARTICLE 43. SECURITIES FOR MONEY WITHHELD

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

ARTICLE 44. CHANGES AND EXTRA WORK.

A. Contract Change Orders.

1. The Town, without invalidating the Contract, may order changes in the Work consisting of additions, deletions or other revisions, and the Contract Price and Contract Time shall be adjusted accordingly. Except as otherwise provided herein, all such changes in the Work shall be authorized by Change Order, and shall be performed under the applicable conditions of the Contract Documents. A Change Order signed by the Contractor indicates the Contractor's agreement therewith, including any adjustment in the Contract Price or the Contract Time, and the full and final settlement of all costs (direct, indirect and overhead) related to the Work authorized by the Change Order.
2. Contractor shall promptly execute changes in the Work as directed in writing by the Town even when the parties have not reached agreement on whether the change increases the scope of Work or affects the Contract Price or Contract Time. All claims for additional compensation to the Contractor shall be presented in writing. No claim will be considered after the Work in question has been done unless a written Change Order has been issued or a timely written notice of claim has been made by Contractor.
3. Whenever any change is made as provided for herein, such change shall be considered and treated as though originally included in the Contract, and shall be subject to all terms, conditions, and provisions of the original Contract.
4. Contractor shall not be entitled to claim or bring suit for damages, whether for loss of profits or otherwise, on account of any decrease or omission of any item or portion of Work to be done.
5. No dispute, disagreement, or failure of the parties to reach agreement on the terms of the Change Order shall relieve the Contractor from the obligation to proceed with performance of the work, including Additional Work, promptly and expeditiously.
6. Contractor shall make available to the Town any of the Contractor's documents related to the Project immediately upon request of the Town, as set forth in Article 52.
7. Any alterations, extensions of time, Additional Work, or any other changes may be made without securing consent of the Contractor's surety or sureties.

B. Contract Price Change.

1. Process for Determining Adjustments in Contract Price.
 - a. Owner Initiated Change. The Contractor must submit a complete cost proposal, including any change in the Contract Price or Contract Time, within seven (7) Days after receipt of a scope of a proposed change order initiated by the Town, unless the Town requests that proposals be submitted in less than seven (7) Days.

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

2. Unit Price Change Orders.

- a. When the actual quantity of a Unit Price item varies from the Bid Form, compensation for the change in quantity will be calculated by multiplying the actual quantity by the Unit Price. This calculation may result in either an additive or deductive Final Change Order pursuant to the Contract Documents.
- b. No Mark up for Overhead and Profit. Because the Contract Unit Prices provided in the Bid Form include Overhead and Profit as determined by Contractor at the time of Bid submission, no mark up or deduction for Overhead and Profit will be included in Unit Price Change Orders.
- c. Bid items included on the Bid Form may be deducted from the Work in their entirety without any negotiated extra costs.
- d. Contractor acknowledges that unit quantities are estimates and agrees that the estimated unit quantities listed on the Bid Form will be adjusted to reflect the actual unit quantities which may result in an adjustment to the Contract Unit Prices. Such an adjustment will be made by execution of a final additive or deductive Change Order following Contractor's completion of the Work. Upon notification, Contractor's failure to respond within seven (7) Days will result in Town's issuance of a unit quantity adjustment to the Contract Unit Prices and/or Contract Time in accordance with the Contract Documents.
- e. The Town or Contractor may make a Claim for an adjustment in the Unit Price in accordance with the Contract Documents if:

- i. the quantity of any item of Unit Price Work performed by Contractor differs by twenty-five percent (25%) or more from the estimated quantity of such item indicated in the Contract; and
 - ii. there is no corresponding adjustment with respect to any other item of Work; and
 - iii. Contractor believes that Contractor is entitled to an increase in Unit Price as a result of having incurred additional expense or the Town believes that the Town is entitled to a decrease in Unit Price and the parties are unable to agree as to the amount of any such increase or decrease..
3. Lump Sum Change Orders. Contractor shall incorporate the provisions of this Section into all agreements with Subcontractors. Compensation for Lump Sum Change Orders shall be limited to expenditures necessitated specifically by the Additional Work, and shall be according to the following:
- a. Overview. The Contractor will submit a properly itemized Lump Sum Change Order Proposal covering the Additional Work and/or the work to be deleted. This proposal will be itemized for the various components of the Additional Work and segregated by labor, material, and equipment in a detailed format satisfactory to the Town. The Town will require itemized change orders on all change order proposals from the Contractor, subcontractors, and sub-subcontractors regardless of tier. Details to be submitted will include detailed line item estimates showing detailed materials quantity take-offs, material prices by item and related labor hour pricing information and extensions (by line item or by drawing as applicable).
 - b. Labor. The costs of labor will be the actual cost for wages prevailing locally for each craft or type of worker at the time the Additional Work is done, plus employer payments of payroll taxes and insurance, health and welfare, pension, vacation, apprenticeship funds, and other direct costs resulting from Federal, State or local laws, as well as assessment or benefits required by lawful collective bargaining agreements. The use of a labor classification which would increase the Additional Work cost will not be permitted unless the Contractor establishes the necessity for such new classifications. Labor costs for equipment operators and helpers shall be reported only when such costs are not included in the invoice for equipment rental.

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

- c. Labor Burden. Labor burden allowable in change orders shall be defined as employer's net actual cost of payroll taxes (FICA, Medicare, SUTA, FUTA), net actual cost for employer's cost of union benefits (or other usual and customary

fringe benefits if the employees are not union employees), and net actual cost to employer for worker's compensation insurance taking into consideration adjustments for experience modifiers, premium discounts, dividends, rebates, expense constants, assigned risk pool costs, net cost reductions due to policies with deductibles for self-insured losses, assigned risk rebates, etc. Contractor shall reduce their standard payroll tax percentages to properly reflect the effective cost reduction due to the estimated impact of the annual maximum wages subject to payroll taxes. An estimated percentage for labor burden may be used for pricing change orders. However, the percentage used for labor burden to price change orders will be examined at the conclusion of the Project and an adjustment to the approved change orders will be processed if it is determined that the actual labor burden percentage should have been more or less than the estimated percentage used.

- d. Materials. The cost of materials reported shall be at invoice or lowest current price at which such materials are locally available in the quantities involved, plus sales tax, freight, and delivery. Materials costs shall be based upon supplier or manufacturer's invoice. If invoices or other satisfactory evidence of cost are not furnished within fifteen (15) Days of delivery, then the Town shall determine the materials cost, at its sole discretion. Estimated material change order costs shall reflect the Contractor's reasonably anticipated net actual cost for the purchase of the material needed for the change order work. Estimated material costs shall reflect cost reductions available to the Contractor due to "non-cash" discounts, trade discounts, free material credits, and/or volume rebates. "Cash" discounts (i.e., prompt payment discounts of 2% or less) available on material purchased for change order work shall be credited to the Town if the Contractor is provided the Town funds in time for Contractor to take advantage of any such "cash" discounts. The portion of any "cash" discounts greater than 2% will not be considered "non-cash" discount for purposes of this provision. Price quotations from material suppliers must be itemized with unit prices for each specific item to be purchased. "Lot pricing" quotations will not be considered sufficient substantiating detail.
- e. Tool and Equipment Use. Costs for the use of small tools, which are tools that have a replacement value of \$1,000 or less, shall be considered included in the Overhead and Profit mark-ups established below. Allowable change order estimated costs may include appropriate amounts for rental of major equipment specifically needed to perform the change order work (defined as tools and equipment with an individual purchase cost of more than \$750). For Contractor owned equipment, the "bare" equipment rental rates allowed to be used for pricing change order proposals shall be 75% of the monthly rate listed in the most current publication of The AED Green Book divided by 176 to arrive at a maximum hourly rate to be applied to the hours the equipment is used performing the change order work. Further, for Contractor owned equipment, the aggregate equipment rent charges for any single piece of equipment used in all change order work shall be limited to 50% of the fair market value of the piece of equipment when the first change order is priced involving usage of the piece of equipment. Fuel necessary to operate the equipment will be considered as a separate direct cost associated with the change order work.

- f. Maximum Markup Percentage Allowable on Self-Performed Work. With respect to pricing change orders, the maximum markup percentage to be paid to any Contractor or subcontractor (regardless of tier) on self-performed work shall be a single markup percentage not-to-exceed fifteen percent (15%) of the net direct cost of (1) direct labor and allowable labor burden costs applicable to the change in the Work; (2) the net cost of material and installed equipment incorporated into the change in the Work, and (3) net rental cost of major equipment and related fuel costs necessary to complete the change in the Work. The markup computed using the above formula shall be considered to be allocated 2/3 to cover applicable overhead costs directly attributable to the field overhead costs related to processing, supervising and performing, the change order work, and the remaining 1/3 to cover home office overhead costs and profit
- g. Maximum Markup Percentages Allowable on Work Performed by Lower Tier Subcontractors. With respect to pricing the portion of change order proposals involving Work performed by lower tier contractors, the maximum markup percentage allowable to the Contractor or subcontractor supervising the lower tier subcontractor's work shall not exceed five percent (5%) of the net of all approved change order work performed by all subcontractors combined for any particular change order proposal. The markup computed using the above formula shall be considered to be allocated 2/3 to cover applicable overhead costs directly attributable to the field overhead costs related to processing, supervising and performing the change order work, and the remaining 1/3 to cover home office overhead costs and profit.
- h. No Markup on Bonds and Liability Insurance Costs. Change order cost adjustments due to increases or decreases in bond or insurance costs (if applicable) shall not be subject to any markup.
- i. Direct and Indirect Costs Covered by Markup Percentages. As a further clarification, the agreed upon markup percentage set forth above is intended to cover the Contractor's profit and all indirect costs associated with the change order work. Items intended to be covered by the markup percentage include, but are not limited to: home office expenses, branch office and field office overhead expense of any kind, project management, superintendents, general foremen, estimating, engineering, coordinating, expediting, purchasing, detailing, legal, accounting, data processing or other administrative expenses, shop drawings, permits, auto insurance and umbrella insurance, pick-up truck costs, and warranty expense costs. The cost for the use of small tools is also to be considered covered by the markup percentage established above. Small tools shall be defined as tools and equipment (power or non-power) with an individual purchase cost of less than \$750.
- j. Deduct Change Orders and Net Deduct Changes. The application of the markup percentages referenced above will apply to both additive and deductive change orders. In the case of a deductive change order, the credit will be computed by applying the sliding scale percentages as outlined above so that a deductive change order would be computed in the same manner as an additive change order. In those instances where a change involves both

additive and deductive work, the additions and deductions will be netted and the markup percentage adjustments will be applied to the net amount.

- k. Contingency. In no event will any lump sum or percentage amounts for "contingency" be allowed to be added as a separate line item in change order estimates. Unknowns attributable to labor hours will be accounted for when estimating labor hours anticipated performing the work. Unknowns attributable to material scrap and waste will be estimated as part of material costs.
 - l. Insurance and Bonds. In the event the Contractor has been required to furnish insurance and/or bonds as part of the base contract price, a final contract change order will be processed to account for the Contractor's net increase or decrease in insurance costs and/or bond premium costs associated with change orders to Contractor's base Contract Price.
4. Time and Materials Change Orders.
- a. General. The term Time and Materials means the sum of all costs reasonably and necessarily incurred and paid by Contractor for labor, materials, and equipment in the proper performance of Additional Work. Except as otherwise may be agreed to in writing by the Town, such costs shall be in amounts no higher than those prevailing in the locality of the Project, and shall include only the following items.
 - b. Timely and Final Documentation.
 - i. T&M Daily Sheets. Contractor must submit timesheets, materials invoices, records of equipment hours, and records of rental equipment hours to the Town's Representative for an approval signature **each day** Additional Work is performed. Failure to get the Town's Representative's approval signature each Day shall result in a waiver of Contractor's right to claim these costs. The Town's Representative's signature on time sheets only serves as verification that the Work was performed and is not indicative of Town's agreement to Contractor's entitlement to the cost.
 - ii. T&M Daily Summary Sheets. All documentation of incurred costs ("T&M Daily Summary Sheets") shall be submitted by Contractor within **three (3) Days** of incurring the cost for labor, material, equipment, and special services as Additional Work is performed. Contractor's actual costs shall be presented in a summary table in an electronic spreadsheet file by labor, material, equipment, and special services. Each T&M Daily Summary Sheet shall include Contractor's actual costs incurred for the Additional Work performed that day and a cumulative total of Contractor's actual costs incurred for the Additional Work. Contractor's failure to provide a T&M Daily Summary Sheet showing a total cost summary within three (3) Days but within five (5) Days of performance of the Work will result in the Contractor's otherwise allowable overhead and profit being reduced by 50% for that portion of Additional Work which was not documented in a timely manner. Contractor's failure to submit the T&M Daily Summary

Sheet within five (5) Days of performance of the Work will result in a total waiver of Contractor's right to claim these costs.

- iii. T&M Total Cost Summary Sheet. Contractor shall submit a T&M Total Cost Summary Sheet, which shall include total actual costs, within **seven (7) Days** following completion of Town approved Additional Work. Contractor's total actual cost shall be presented in a summary table in an electronic spreadsheet file by labor, material, equipment, and special services. Contractor's failure to submit the T&M Total Cost Summary Sheet within seven (7) Days of completion of the Additional Work will result in Contractor's waiver for any reimbursement of any costs associated with the T&M Summary Sheets or the performance of the Additional Work.
- c. Labor. The Contractor will be paid the cost of labor for the workers used in the actual and direct performance of the Work. The cost of labor will be the sum of the actual wages paid (which shall include any employer payments to or on behalf of the workers for health and welfare, pension, vacation, and similar purposes) substantiated by timesheets and certified payroll for wages prevailing for each craft or type of workers performing the Additional Work at the time the Additional Work is done, and the labor surcharge set forth in the Department of Transportation publication entitled *Labor Surcharge and Equipment Rental Rates*, which is in effect on the date upon which the Work is accomplished and which is a part of the Contract. The labor surcharge shall constitute full compensation for all payments imposed by Federal, State, or local laws and for all other payments made to, or on behalf of, the workers, other than actual wages.
 - i. Equipment Operator Exception. Labor costs for equipment operators and helpers shall be paid only when such costs are not included in the invoice for equipment rental.
 - ii. Foreman Exception. The labor costs for foremen shall be proportioned to all of their assigned work and only that applicable to the Additional Work shall be paid. Indirect labor costs, including, without limitation, the superintendent, project manager, and other labor identified in the Contract Documents will be considered Overhead.
- d. Materials. The cost of materials reported shall be itemized at invoice or lowest current price at which materials are locally available and delivered to the Project site in the quantities involved, plus the cost of sales tax, freight, delivery, and storage.
 - i. Trade discounts available to the purchaser shall be credited to the Town notwithstanding the fact that such discounts may not have been taken by Contractor.
 - ii. For materials secured by other than a direct purchase and direct billing to the purchaser, the cost shall be deemed to be the price paid to the actual supplier as determined by the Town's Representative.

- iii. Payment for materials from sources owned wholly or in part by the purchaser shall not exceed the price paid by the purchaser for similar materials from said sources on Additional Work items or the current wholesale price for such materials delivered to the Project site, whichever price is lower.
 - iv. If, in the opinion of the Town's Representative, the cost of materials is excessive, or Contractor does not furnish satisfactory evidence of the cost of such materials, then the cost shall be deemed to be the lowest current wholesale price for the total quantity concerned delivered to the Project site less trade discounts.
 - v. The Town reserves the right to furnish materials for the Additional Work and no Claim shall be allowed by Contractor for costs of such materials or Indirect Costs or profit on Town furnished materials.
- e. Equipment.
- i. Rental Time. The rental time to be paid for equipment on the Project site shall be the time the equipment is in productive operation on the Additional Work being performed and, in addition, shall include the time required to move the equipment to the location of the Additional Work and return it to the original location or to another location requiring no more time than that required to return it to its original location; except that moving time will not be paid if the equipment is used on other than the Additional Work, even though located at the site of the Additional Work.
 - (a) Rental Time Not Allowed. Rental time will not be allowed while equipment is inoperative due to breakdowns.
 - (b) Computation Method. The following shall be used in computing the rental time of equipment on the Project site.
 - (i) When hourly rates are paid, any part of an hour less than 30 minutes of operation shall be considered to be 1/2-hour of operation, and any part of an hour in excess of 30 minutes will be considered one hour of operation.
 - (ii) When daily rates are paid, any part of a day less than 4 hours operation shall be considered to be 1/2-day of operation, and any part of an hour in excess of 4 hours will be considered one day of operation.
 - ii. Rental Rates. Contractor will be paid for the use of equipment at the lesser of (i) the actual rental rate, or (ii) the rental rate listed for that equipment in the California Department of Transportation publication entitled *Labor Surcharge and Equipment Rental Rates*, which is in effect on the date upon which the Contract was executed. Such rental rates will be used to compute payments for equipment whether the equipment is under Contractor's control through direct ownership, leasing, renting, or another

method of acquisition. The rental rate to be applied for use of each item of equipment shall be the rate (i.e., daily, monthly) resulting in the least total cost to the Town for the total period of use. If it is deemed necessary by Contractor to use equipment not listed in the publication, an equitable rental rate for the equipment will be established by the Town's Representative. Contractor may furnish cost data which might assist the Town's Representative in the establishment of the rental rate.

iii. Contractor-Owned Equipment.

(a) For Contractor-owned equipment, the allowed equipment rental rate will be limited to the monthly equipment rental rate using a utilization rate of 173 hours per month.

(b) For Contractor-owned equipment, the rental time to be paid for equipment on the Site shall be the time the equipment is in productive operation, unless, in the instance of standby time, the equipment could be actively used by Contractor on another project, then Town shall pay for the entirety of the time the equipment is on Site. It shall be Contractor's burden to demonstrate to the Town that the equipment could be actively used on another project.

iv. All equipment shall, in the opinion of the Town's Representative, be in good working condition and suitable for the purpose for which the equipment is to be used.

v. Before construction equipment is used on the Additional Work, Contractor shall plainly stencil or stamp an identifying number thereon at a conspicuous location, and shall furnish to the Town's Representative, in duplicate, a description of the equipment and its identifying number and the scheduled Additional Work activities planned.

vi. Unless otherwise specified, manufacturer's rating and manufacturer approved modifications shall be used to classify equipment for the determination of applicable rental rates. Equipment which has no direct power unit shall be powered by a unit of at least the minimum rating recommended by the manufacturer.

f. Special Services. Special work or services are defined as that Additional Work characterized by extraordinary complexity, sophistication, or innovation or a combination of the foregoing attributes which are unique to the construction industry.

i. Invoices for Special Services. When the Town's Representative and Contractor determine that a special service is required which cannot be performed by the forces of Contractor or those of any of its Subcontractors, the special service may be performed by an entity especially skilled in the Additional Work. Invoices for special services based upon the current fair market value thereof may be accepted without complete itemization of

labor, material, and equipment rental costs, after validation of market values by the Town's Representative.

- ii. Discount and Allowance. All invoices for special services will be adjusted by deducting all trade discounts offered or available, whether the discounts were taken or not. In lieu of Overhead and Profit specified herein, a total allowance not to exceed fifteen percent (15%) for Overhead and Profit will be added to invoices for Special Services.
 - iii. When the Town determines, in its sole discretion, that competitive bidding is necessary for certain special services, Contractor shall solicit competitive bids for those special services.
- g. Excluded Costs. The term Time and Material shall not include any of the following costs or any other home or field office overhead costs, all of which are to be considered administrative costs covered by Contractor's allowance for Overhead and Profit.
- i. Overhead Cost. Payroll costs and other compensation of Contractor's officers, executives, principals, general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, timekeepers, clerks, and other personnel employed by Contractor whether at the Site or in Contractor's principal office or any branch office, material yard, or shop for general administration of the Additional Work;
 - ii. Office Expenses. Expenses of Contractor's principal and branch offices;
 - iii. Capital Expenses. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Additional Work and charges against Contractor for delinquent payments;
 - iv. Negligence. Costs due to the negligence of Contractor or any Subcontractor or Supplier, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including without limitation the correction of Defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property;
 - v. Other. Other overhead or general expense costs of any kind and the cost of any item not specifically and expressly included in the Contract Documents;
 - vi. Small Tools. Cost of small tools valued at less than \$1,000 and that remain the property of Contractor;
 - vii. Administrative Costs. Costs associated with the preparation of Change Orders (whether or not ultimately authorized), cost estimates, or the preparation or filing of Claims;
 - viii. Anticipated Lost Profits. Expenses of Contractor associated with anticipated lost profits or lost revenues, lost income or earnings, lost interest on earnings, or unpaid retention;

- ix. Home Office Overhead. Costs derived from the computation of a “home office overhead” rate by application of the *Eichleay, Allegheny*, burden fluctuation, or other similar methods;
 - x. Special Consultants and Attorneys. Costs of special consultants or attorneys, whether or not in the direct employ of Contractor, employed for services specifically related to the resolution of a Claim, dispute, or other matter arising out of or relating to the performance of the Additional Work.
- h. Overhead, Profit and Other Charges. The mark-up for overhead (including supervision) and profit on work added to the Contract shall be according to the following:
- i. “Net Cost” is defined as consisting of costs of labor, materials, and tools and equipment only excluding overhead and profit. The costs of applicable insurance and bond premium will be reimbursed to the Contractor and subcontractors at cost only, without mark-up. Contractor shall provide Town with documentation of the costs, including, but not limited to, payroll records, invoices, and such other information as Town may reasonably request.
 - ii. For Work performed by the Contractor’s forces, the added cost for overhead and profit shall not exceed fifteen percent (15%) of the Net Cost of the Work.
 - iii. For Work performed by a subcontractor, the added cost for overhead and profit shall not exceed fifteen percent (15%) of the subcontractor’s Net Cost of the Work to which the Contractor may add five percent (5%) of the subcontractor’s Net Cost.
 - iv. For Work performed by a sub-subcontractor, the added cost for overhead and profit shall not exceed fifteen percent (15%) of the sub-subcontractor’s Net Cost for Work to which the subcontractor and general contractor may each add an additional five percent (5%) of the Net Cost of the lower tier subcontractor.
 - v. No additional mark-up will be allowed for lower tier subcontractors, and in no case shall the added cost for overhead and profit payable by Town exceed twenty-five percent (25%) of the Net Cost as defined herein, of the party that performs the Work.
5. All of the following costs are included in the markups for overhead and profit described above, and Contractor shall not receive any additional compensation for: Submittals, drawings, field drawings, Shop Drawings, including submissions of drawings; field inspection; General Superintendence; General administration and preparation of cost proposals, schedule analysis, Change Orders, and other supporting documentation; computer services; reproduction services; Salaries of project engineer, superintendent, timekeeper, storekeeper, and secretaries; Janitorial services; Small tools, incidentals and consumables; Temporary On-Site facilities (Offices, Telephones, High Speed Internet Access, Plumbing, Electrical

Power, Lighting; Platforms, Fencing, Water), Jobsite and Home office overhead or other expenses; vehicles and fuel used for work otherwise included in the Contract Documents; Surveying; Estimating; Protection of Work; Handling and disposal fees; Final Cleanup; Other Incidental Work; Related Warranties; insurance and bond premiums.

6. For added or deducted Work by subcontractors, the Contractor shall furnish to the Town the subcontractor's signed detailed record of the cost of labor, material and equipment, including the subcontractor markup for overhead and profit. The same requirement shall apply to sub-subcontractors
7. For added or deducted work furnished by a vendor or supplier, the Contractor shall furnish to the Town a detailed record of the cost to the Contractor, signed by such vendor or supplier.
8. Any change in the Work involving both additions and deletions shall indicate a net total cost, including subcontracts and materials. Allowance for overhead and profit, as specified herein, shall be applied if the net total cost is an increase in the Contract Price; overhead and profit allowances shall not be applied if the net total cost is a deduction to the Contract Price. The estimated cost of deductions shall be based on labor and material prices on the date the Contract was executed.
9. Contractor shall not reserve a right to assert impact costs, extended job site costs, extended overhead, constructive acceleration and/or actual acceleration beyond what is stated in the Change Order for Work. No claims shall be allowed for impact, extended overhead costs, constructive acceleration and/or actual acceleration due to a multiplicity of changes and/or clarifications. The Contractor may not change or modify the Town's change order form in an attempt to reserve additional rights.
10. If the Town disagrees with the proposal submitted by Contractor, it will notify the Contractor and the Town will provide its opinion of the appropriate price and/or time extension. If the Contractor agrees with the Town, a Change Order will be issued by the Town. If no agreement can be reached, the Town shall have the right to issue a unilateral Change Order setting forth its determination of the reasonable additions or savings in costs and time attributable to the extra or deleted work. Such determination shall become final and binding if the Contractor fails to submit a claim in writing to the Town within fifteen (15) Days of the issuance of the unilateral Change Order, disputing the terms of the unilateral Change Order, and providing such supporting documentation for its position as the Town may require.

C. Change of Contract Times.

1. The Contract Times may only be changed by a Change Order.
2. All changes in the Contract Price and/or adjustments to the Contract Times related to each change shall be included in Contractor's COR pursuant to this Article. No cost or time will be allowed for cumulative effects of multiple changes. All Change Orders must state that the Contract Time is not changed or is either increased or decreased by a specific number of days. Failure to include a change to time shall

waive any change to the time unless the parties mutually agree in writing to postpone a determination of the change to time resulting from the Change Order.

3. Notice of the amount of the request for adjustment in the Contract Times with supporting data shall be delivered within seven (7) Days after such start of occurrence, unless Town's Representative allows an additional period of time to ascertain more accurate data in support of the request. No extension of time or additional compensation shall be given for a delay if the Contractor failed to give notice in the manner and within the time prescribed.
4. Town may elect, at Town's sole discretion, to grant an extension in Contract Times, without Contractor's request, because of delays or other factors.
5. Use of Float and Critical Path.
 - a. Float is for the benefit of the Project. Float shall not be considered for the exclusive use or benefit of either the Town or the Contractor.
 - b. Contractor shall not be entitled to compensation, and Town will not compensate Contractor, for delays which impact early completion. Any difference in time between the Contractor's early completion and the Contract Time shall be considered a part of the Project float.
6. Contractor's entitlement to an extension of the Contract Times is limited to a Town-caused extension of the critical path, reduced by the Contractor's concurrent delays, and established by a proper time impact analysis. No time extension shall be allowed unless, and then only to the extent that, the Town-caused delay extends the critical path beyond the previously approved Contract Time. If approved, the increase in time required to complete the Work shall be added to the Contract Time.
 - a. Contractor shall not be entitled to an adjustment in the Contract Price or Contract Times for delays within the control of Contractor. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of Contractor.
 - b. If Contractor is delayed in the performance or progress of the Work by fire, flood, epidemic, pandemic, abnormal weather conditions (as determined by the Town), Acts of God, acts or failures to act of utility owners not under the control of Town, or other causes not the fault of and beyond control of Town and Contractor, then Contractor shall be entitled to an time extension when the Work stopped is on the critical path. Such a non-compensable adjustment shall be Contractor's sole and exclusive remedy for such delays. Contractor must submit a timely request in accordance with the requirements of this Article.
 - c. Utility-Related Delays.
 - i. Contractor shall immediately notify in writing the utility owner and Town's Representative of its construction schedule and any subsequent changes in the construction schedule which will affect the time available for

protection, removal, or relocation of utilities. Requests for extensions of time arising out of utility relocation or repair delays shall be filed in accordance with this Article.

- ii. Contractor shall not be entitled to damages or additional payment for delays attributable to utility relocations or alterations if correctly located, as noted in the Contract Documents or by the Underground Service Alert survey.

7. Content for Requests for Contract Extension. Contractor's justification for entitlement shall be clear and complete citing specific Contract Document references and reasons on which Contractor's entitlement is based. At a minimum, each request for a time extension must include:

- a. Each request for an extension of Contract Time must identify the impacting event, in narrative form, providing a description of the delay event and sufficient justification as to why the Contractor is entitled to a time extension. Contractor must demonstrate that the delay arises from unforeseeable causes beyond the control and without the fault or negligence of both Contractor and any Subcontractors or Suppliers, or any other persons or organizations employed by any of them or for whose acts any of them may be liable, and that such causes in fact lead to performance or completion of the Work, or specified part in question, beyond the corresponding Contract Times, despite Contractor's reasonable and diligent actions to guard against those effects.
- b. Each request for an extension of Contract Time must include a time impact analysis in CPM format, using the Contemporaneous Impacted As-Planned Schedule Analysis to calculate the impact of the delay event.

8. No Damages for Reasonable Delay.

- a. Town's liability to Contractor for delays for which Town is responsible shall be limited to only an extension of time unless such delays were unreasonable under the circumstances. In no case shall Town be liable for any costs which are borne by the Contractor in the regular course of business, including, but not limited to, home office overhead and other ongoing costs.
- b. Damages caused by unreasonable Town delay that impact the critical path, including delays caused by items that are the responsibility of the Town pursuant to Government Code section 4215, shall be compensated at the Daily Rate established in the Special Conditions. No other calculations, proportions or formulas shall be used to calculate any delay damages.
- c. Town and Town's Representative, and the officers, members, partners, employees, agents, consultants, or subcontractors of each of them, shall not be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.

9. Contractor's failure, neglect, or refusal to comply with the requirements of the Contract Documents, or any portion thereof, shall bar Contractor's request for extensions of the Contract Times. Such failure, neglect, or refusal prejudices Town's and Town's Representative's ability to recognize and mitigate delay, and such failure, neglect, or refusal prevent the timely analysis of requests for extensions of Contract Times, and whether such extensions may be warranted. Contractor hereby waives all rights to extensions of Contract Times due to delays or accelerations that result from or occur during periods of time for which Contractor fails, neglects, or refuses to fully comply with the requirements of this Article.

ARTICLE 45. FINAL ACCEPTANCE AND PAYMENT

- A. The acceptance of the Work on behalf of the Town will be made by the Engineer. Such acceptance by the Town shall not constitute a waiver of defects. When the Work has been accepted there shall be paid to Contractor a sum equal to the contract price less any amounts previously paid Contractor and less any amounts withheld by the Town from Contractor under the terms of the contract. The final five percent (5%), or the percentage specified in the notice inviting bids where the Town has adopted a finding of substantially complete, shall not become due and payable until five (5) calendar days shall have elapsed after the expiration of the period within which all claims may be filed under the provisions of Civil Code section 9356. If the Contractor has placed securities with the Town as described herein, the Contractor shall be paid a sum equal to one hundred percent (100%) of the contract price less any amounts due the Town under the terms of the Contract.
- B. Unless Contractor advises the Town in writing prior to acceptance of the final five percent (5%) or the percentage specified in the notice inviting bids where the Town has adopted a finding of substantially complete, or the return of securities held as described herein, said acceptance shall operate as a release to the Town of all claims and all liability to Contractor for all things done or furnished in connection with this work and for every act of negligence of the Town and for all other claims relating to or arising out of this work. If Contractor advises the Town in writing prior to acceptance of final payment or return of the securities that there is a dispute regarding the amount due the Contractor, the Town may pay the undisputed amount contingent upon the Contractor furnishing a release of all undisputed claims against the Town with the disputed claims in stated amounts being specifically excluded by Contractor from the operation of the release. No payments, however, final or otherwise, shall operate to release Contractor or its sureties from the Faithful Performance Bond, Labor and Material Payment Bond, or from any other obligation under this contract.
- C. In case of suspension of the contract any unpaid balance shall be and become the sole and absolute property of the Town to the extent necessary to repay the Town any excess in the cost of the Work above the contract price.
- D. Final payment shall be made no later than 60 days after the date of acceptance of the Work by the Town or the date of occupation, beneficial use and enjoyment of the Work by the Town including any operation only for testing, start-up or commissioning accompanied by cessation of labor on the Work, provided that a release of liens and claims has been received from the Contractor pursuant to Civil Code section 8136. In

the event of a dispute between the Town and the Contractor, the Town may withhold from the final payment an amount not to exceed 150% of the disputed amount.

- E. Within ten (10) calendar days from the time that all or any portion of the retention proceeds are received by Contractor, Contractor shall pay each of its subcontractors from whom retention has been withheld each subcontractor's share of the retention received. However, if a retention payment received by Contractor is specifically designated for a particular subcontractor, payment of the retention shall be made to the designated subcontractor if the payment is consistent with the terms of the subcontract.

ARTICLE 46. OCCUPANCY

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

ARTICLE 47. INDEMNIFICATION

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

- A. Any and all claims, demands, causes of action, costs, expenses, injuries, losses or liabilities, in law or in equity, of every kind or nature whatsoever, but not limited to, injury to or death, including wrongful death, of any person, and damages to or destruction of property of any person, arising out of, related to, or in any manner directly or indirectly connected with the Work or this Contract, including claims made by subcontractors for nonpayment, including without limitation the payment of all consequential damages and attorney's fees and other related costs and expenses, however caused, regardless of whether the allegations are false, fraudulent, or groundless, and regardless of any negligence of the Town or its officers, employees, or authorized volunteers (including passive negligence), except the sole negligence or willful misconduct or active negligence of the Town or its officials, officers, employees, or authorized volunteers.
- B. Contractor's defense and indemnity obligation herein includes, but is not limited to damages, fines, penalties, attorney's fees and costs arising from claims under the Americans with Disabilities Act (ADA) or other federal or state disability access or discrimination laws arising from Contractor's Work during the course of construction of the improvements or after the Work is complete, as the result of defects or negligence in Contractor's construction of the improvements.
- C. Any and all actions, proceedings, damages, costs, expenses, fines, penalties or liabilities, in law or equity, of every kind or nature whatsoever, arising out of, resulting from, or on account of the violation of any governmental law or regulation, compliance with which is the responsibility of Contractor;

- D. Any and all losses, expenses, damages (including damages to the Work itself), attorney's fees, and other costs, including all costs of defense which any of them may incur with respect to the failure, neglect, or refusal of Contractor to faithfully perform the Work and all of Contractor's obligations under the agreement. Such costs, expenses, and damages shall include all costs, including attorney's fees, incurred by the indemnified parties in any lawsuit to which they are a party.

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

ARTICLE 48. PROCEDURE FOR RESOLVING DISPUTES

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

- A. **Intent.** Effective January 1, 1991, Section 20104 et seq., of the California Public Contract Code prescribes a process utilizing informal conferences, non-binding judicial supervised mediation, and judicial arbitration to resolve disputes on construction claims of \$375,000 or less. Effective January 1, 2017, Section 9204 of the Public Contract Code prescribes a process for negotiation and mediation to resolve disputes on construction claims. The intent of this Article is to implement Sections 20104 et seq. and Section 9204 of the California Public Contract Code. This Article shall be construed to be consistent with said statutes.
- B. **Claims.** For purposes of this Article, "Claim" means a separate demand by the Contractor, after a change order duly requested in accordance with Article 44 "Changes and Extra Work" has been denied by the Town, for (A) a time extension, (B) payment of money or damages arising from Work done by or on behalf of the Contractor pursuant to the Contract, or (C) an amount the payment of which is disputed by the Town. Claims governed by this Article may not be filed unless and until the Contractor completes all procedures for giving notice of delay or change and for the requesting of a time extension or change order, including but not necessarily limited to the procedures contained in Article 44, Changes and Extra Work, and Contractor's request for a change has been denied in whole or in part. Claims governed by this Article must be filed no later than the date of final payment. The claim shall be submitted in writing to the Town and shall include on its first page the following in 16 point capital font: "THIS IS A CLAIM." Furthermore, the claim shall include the documents necessary to substantiate the claim. Nothing herein is intended to extend the time limit or supersede notice requirements otherwise provided by contract for the

filing of claims, including all requirements pertaining to compensation or payment for extra Work, disputed Work, and/or changed conditions. Failure to follow such contractual requirements shall bar any claims or subsequent lawsuits for compensation or payment thereon.

C. Supporting Documentation. The Contractor shall submit all claims in the following format:

1. Summary of claim merit and price, reference Contract Document provisions pursuant to which the claim is made
2. List of documents relating to claim:
 - a. Specifications
 - b. Drawings
 - c. Clarifications (Requests for Information)
 - d. Schedules
 - e. Other
3. Chronology of events and correspondence
4. Analysis of claim merit
5. Analysis of claim cost
6. Time impact analysis in CPM format
7. If Contractor's claim is based in whole or in part on an allegation of errors or omissions in the Drawings or Specifications for the Project, Contractor shall provide a summary of the percentage of the claim subject to design errors or omissions and shall obtain a certificate of merit in support of the claim of design errors and omissions.

D. Town's Response. Upon receipt of a claim pursuant to this Article, Town shall conduct a reasonable review of the claim and, within a period not to exceed 45 Days, shall provide the Contractor a written statement identifying what portion of the claim is disputed and what portion is undisputed. Any payment due on an undisputed portion of the claim will be processed and made within 60 Days after the Town issues its written statement.

1. If the Town needs approval from its governing body to provide the Contractor a written statement identifying the disputed portion and the undisputed portion of the claim, and the Town's governing body does not meet within the 45 Days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the Town shall have up to three Days following the next duly publicly noticed meeting of the Town's governing body after the 45-Day period, or extension, expires to provide the

Contractor a written statement identifying the disputed portion and the undisputed portion.

2. Within 30 Days of receipt of a claim, the Town may request in writing additional documentation supporting the claim or relating to defenses or claims the Town may have against the Contractor. If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of Town and the Contractor. The Town's written response to the claim, as further documented, shall be submitted to the Contractor within 30 Days (if the claim is less than \$15,000, within 15 Days) after receipt of the further documentation, or within a period of time no greater than that taken by the Contractor in producing the additional information or requested documentation, whichever is greater.
- E. **Meet and Confer.** If the Contractor disputes the Town's written response, or the Town fails to respond within the time prescribed, the Contractor may so notify the Town, in writing, either within 15 Days of receipt of the Town's response or within 15 Days of the Town's failure to respond within the time prescribed, respectively, and demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand, the Town shall schedule a meet and confer conference within 30 Days for settlement of the dispute.
- F. **Mediation.** Within 10 business Days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the Town shall provide the Contractor a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 Days after the Town issues its written statement. Any disputed portion of the claim, as identified by the Contractor in writing, shall be submitted to nonbinding mediation, with the Town and the Contractor sharing the associated costs equally. The Town and Contractor shall mutually agree to a mediator within 10 business Days after the disputed portion of the claim has been identified in writing, unless the parties agree to select a mediator at a later time.
1. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator.
 2. For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.
 3. Unless otherwise agreed to by the Town and the Contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Public Contract Code Section 20104.4 to mediate after litigation has been commenced.

4. The mediation shall be held no earlier than the date the Contractor completes the Work or the date that the Contractor last performs Work, whichever is earlier. All unresolved claims shall be considered jointly in a single mediation, unless a new unrelated claim arises after mediation is completed.
- G. Procedures After Mediation.** If following the mediation, the claim or any portion remains in dispute, the Contractor must file a claim pursuant to Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code prior to initiating litigation. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the Contractor submits his or her written claim pursuant to subdivision (a) until the time the claim is denied, including any period of time utilized by the meet and confer conference.
- H. Civil Actions.** The following procedures are established for all civil actions filed to resolve claims of \$375,000 or less:
1. Within 60 Days, but no earlier than 30 Days, following the filing or responsive pleadings, the court shall submit the matter to non-binding mediation unless waived by mutual stipulation of both parties or unless mediation was held prior to commencement of the action in accordance with Public Contract Code section 9204 and the terms of this Contract. The mediation process shall provide for the selection within 15 Days by both parties of a disinterested third person as mediator, shall be commenced within 30 Days of the submittal, and shall be concluded within 15 Days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court.
 2. If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1114.11 of that code. The Civil Discovery Act of 1986 (Article 3 (commencing with Section 2016) of Chapter 3 of Title 3 of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration. In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, (A) arbitrators shall, when possible, be experienced in construction law, and (B) any party appealing an arbitration award who does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, also pay the attorney's fees on appeal of the other party.
- I. Government Code Claims.** In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra Work, disputed Work, construction claims and/or changed conditions, the Contractor must comply with the claim procedures set forth in Government Code Sections 900, et seq. prior to filing any lawsuit against the Town. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra Work, disputed Work, construction claims, and/or changed conditions have been followed by Contractor. If no such Government Code claim is submitted, or if the prerequisite contractual requirements are not satisfied, no action against the Town may be filed. **A**

Government Code claim must be filed no earlier than the date the Work is completed or the date the Contractor last performs Work on the Project, whichever occurs first. A Government Code claim shall be inclusive of all unresolved claims unless a new unrelated claim arises after the Government Code claim is submitted.

- J. **Non-Waiver.** The Town's failure to respond to a claim from the Contractor within the time periods described in this Article or to otherwise meet the time requirements of this Article shall result in the claim being deemed rejected in its entirety.

ARTICLE 49. CITY'S RIGHT TO TERMINATE CONTRACT

A. Termination for Cause by the Town:

1. In the sole estimation of the Town, if the Contractor refuses or fails to prosecute the Work or any separable part thereof with such diligence as will insure its completion within the time specified by the Contract Documents, or any extension thereof, or fails to complete such Work within such time, or if the Contractor should be adjudged a bankrupt, or if it should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, or the Contractor or any of its subcontractors should violate any of the provisions of this Contract, the Town may serve written notice upon the Contractor and its Surety of the Town's intention to terminate this Contract. This notice of intent to terminate shall contain the reasons for such intention to terminate this Contract, and a statement to the effect that the Contractor's right to perform this Contract shall cease and terminate upon the expiration of ten (10) calendar days unless such violations have ceased and arrangements satisfactory to the Town have been made for correction of said violations.
2. In the event that the Town serves such written notice of termination upon the Contractor and the Surety, the Surety shall have the right to take over and perform the Contract. If the Surety does not: (1) give the Town written notice of Surety's intention to take over and commence performance of the Contract within 15 calendar days of the Town's service of said notice of intent to terminate upon Surety; and (2) actually commence performance of the Contract within 30 calendar days of the Town's service of said notice upon Surety; then the Town may take over the Work and prosecute the same to completion by separate contract or by any other method it may deem advisable for the account and at the expense of the Contractor.
3. In the event that the Town elects to obtain an alternative performance of the Contract as specified above: (1) the Town may, without liability for so doing, take possession of and utilize in completion of the Work such materials, appliances, plants and other property belonging to the Contractor that are on the site and reasonably necessary for such completion (A special lien to secure the claims of the Town in the event of such suspension is hereby created against any property of Contractor taken into the possession of the Town under the terms hereof and such lien may be enforced by sale of such property under the direction of the Town without notice to Contractor. The proceeds of the sale after deducting all expenses thereof and connected therewith shall be credited to Contractor. If the net credits

shall be in excess of the claims of the Town against Contractor, the balance will be paid to Contractor or Contractor's legal representatives.); and (2) Surety shall be liable to the Town for any cost or other damage to the Town necessitated by the Town securing an alternate performance pursuant to this Article.

B. Termination for Convenience by the Town:

1. The Town may terminate performance of the Work called for by the Contract Documents in whole or, from time to time, in part, if the Town determines that a termination is in the Town's interest.
2. The Contractor shall terminate all or any part of the Work upon delivery to the Contractor of a Notice of Termination specifying that the termination is for the convenience of the Town, the extent of termination, and the Effective Date of such termination.
3. After receipt of Notice of Termination, and except as directed by the Town's Representative, the Contractor shall, regardless of any delay in determining or adjusting any amounts due under this Termination for Convenience clause, immediately proceed with the following obligations:
 - a. Stop Work as specified in the Notice.
 - b. Complete any Work specified in the Notice of Termination in a least cost/shortest time manner while still maintaining the quality called for under the Contract Documents.
 - c. Leave the property upon which the Contractor was working and upon which the facility (or facilities) forming the basis of the Contract Document is situated in a safe and sanitary manner such that it does not pose any threat to the public health or safety.
 - d. Terminate all subcontracts to the extent that they relate to the portions of the Work terminated.
 - e. Place no further subcontracts or orders, except as necessary to complete the continued portion of the Contract.
 - f. Submit to the Town's Representative, within ten (10) calendar days from the Effective Date of the Notice of Termination, all of the usual documentation called for by the Contract Documents to substantiate all costs incurred by the Contractor for labor, materials and equipment through the Effective Date of the Notice of Termination. Any documentation substantiating costs incurred by the Contractor solely as a result of the Town's exercise of its right to terminate this Contract pursuant to this clause, which costs the contractor is authorized under the Contract documents to incur, shall: (1) be submitted to and received by the Engineer no later than 30 calendar days after the Effective Date of the Notice of Termination; (2) describe the costs incurred with particularity; and (3) be conspicuously identified as "Termination Costs occasioned by the Town's Termination for Convenience."

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

ARTICLE 50. WARRANTY AND GUARANTEE OF WORK

- A. Contractor hereby warrants that materials and Work shall be completed in conformance with the Contract Documents and that the materials and Work provided will fulfill the requirements of this Warranty. Contractor hereby agrees to repair or replace, at the discretion of the Town, any or all Work that may prove to be defective in its workmanship, materials furnished, methods of installation or fail to conform to the Contract Document requirements together with any other Work which may be damaged or displaced by such defect(s) within a period of one (1) year from the date of the Notice of Completion of the Project without any expense whatever to the Town, ordinary wear and tear and unusual abuse and neglect excepted. Contractor shall be required to promptly repair or replace defective equipment or materials, at Contractor's option. All costs associated with such corrective actions and testing, including the removal, replacement, and reinstitution of equipment and materials necessary to gain access, shall be the sole responsibility of the Contractor.
- B. For any Work so corrected, Contractor's obligation hereunder to correct defective Work shall be reinstated for an additional one (1) year period, commencing with the

date of acceptance of such corrected Work. The reinstatement of the one (1) year warranty shall apply only to that portion of work that was corrected. Contractor shall perform such tests as Town may require to verify that any corrective actions, including, without limitation, redesign, repairs, and replacements comply with the requirements of the Contract. In the event of Contractor's failure to comply with the above-mentioned conditions within ten (10) calendar days after being notified in writing of required repairs, to the reasonable satisfaction of the Town, the Town shall have the right to correct and replace any defective or non-conforming Work and any work damaged by such work or the replacement or correction thereof at Contractor's sole expense. Contractor shall be obligated to fully reimburse the Town for any expenses incurred hereunder immediately upon demand.

- C. In addition to the warranty set forth in this Article, Contractor shall obtain for Town all warranties that would be given in normal commercial practice and assign to Town any and all manufacturer's or installer's warranties for equipment or materials not manufactured by Contractor and provided as part of the Work, to the extent that such third-party warranties are assignable and extend beyond the warranty period set forth in this Article. Contractor shall furnish the Town with all warranty and guarantee documents prior to final Acceptance of the Project by the Town as required.
- D. When specifically indicated in the Contract Documents or when directed by the Engineer, the Town may furnish materials or products to the Contractor for installation. In the event any act or failure to act by Contractor shall cause a warranty applicable to any materials or products purchased by the Town for installation by the Contractor to be voided or reduced, Contractor shall indemnify Town from and against any cost, expense, or other liability arising therefrom, and shall be responsible to the Town for the cost of any repairs, replacement or other costs that would have been covered by the warranty but for such act or failure to act by Contractor.
- E. The Contractor shall remedy at its expense any damage to Town-owned or controlled real or personal property.
- F. The Town shall notify the Contractor, in writing, within a reasonable time after the discovery of any failure, defect, or damage. The Contractor shall within ten (10) calendar days after being notified commence and perform with due diligence all necessary Work. If the Contractor fails to promptly remedy any defect, or damage; the Town shall have the right to replace, repair or otherwise remedy the defect, or damage at the Contractor's expense.
- G. In the event of any emergency constituting an immediate hazard to health, safety, property, or licensees, when caused by Work of the Contractor not in accordance with the Contract requirements, the Town may undertake at Contractor's expense, and without prior notice, all Work necessary to correct such condition.
- H. Acceptance of Defective Work.
 - 1. If, instead of requiring correction or removal and replacement of Defective Work, the Town prefers to accept it, Town may do so. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration

or other dispute resolution costs) attributable to Town's evaluation of and determination to accept such Defective Work and for the diminished value of the Work.

2. If any acceptance of defective work occurs prior to release of the Project Retention, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and Town shall be entitled to an appropriate decrease in the Contract Price, reflecting the diminished value of Work and all costs incurred by Town.
3. If the Project Retention is held in an escrow account as permitted by the Contract Documents, Contractor will promptly alert the escrow holder, in writing, of the amount of Retention to be paid to Town.
4. If the acceptance of Defective Work occurs after release of the Project Retention, an appropriate amount will be paid by Contractor to Town.

I. Town May Correct Defective Work.

1. If Contractor fails within a reasonable time after written notice from Town's Representative to correct Defective Work, or to remove and replace rejected Work as required by Town, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, Town may, after seven (7) Days' written notice to Contractor, correct, or remedy any such deficiency.
2. In connection with such corrective or remedial action, Town may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, take possession of Contractor's tools, appliances, construction equipment and machinery at the Site, and incorporate in the Work all materials and equipment stored at the Site or for which Town has paid Contractor but which are stored elsewhere. Contractor shall allow Town and Town's Representative, and the agents, employees, other contractors, and consultants of each of them, access to the Site to enable Town to exercise the rights and remedies to correct the Defective Work.
3. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred or sustained by Town correcting the Defective Work will be charged against Contractor, and a Change Order will be issued incorporating the necessary revisions into the Contract Documents with respect to the Work; and Town shall be entitled to an appropriate decrease in the Contract Price.
4. Such claims, costs, losses and damages will include, but not be limited to, all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Defective Work.
5. If the Change Order is executed after all payments under the Contract have been paid by Town and the Project Retention is held in an escrow account as permitted

by the Contract Documents, Contractor will promptly alert the escrow holder, in writing, of the amount of Retention to be paid to Town.

6. If the Change Order is executed after release of the Project Retention, an appropriate amount will be paid by Contractor to Town.
7. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to Town correcting Defective work.
- J. Nothing in the Warranty or in the Contract Documents shall be construed to limit the rights and remedies available to Town at law or in equity, including, but not limited to, Code of Civil Procedure section 337.15.

ARTICLE 51. DOCUMENT RETENTION & EXAMINATION

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

ARTICLE 52. SEPARATE CONTRACTS

- A. The Town reserves the right to let other contracts in connection with this Work or on the Project site. Contractor shall permit other contractors reasonable access and storage of their materials and execution of their work and shall properly connect and coordinate its Work with theirs.
- B. To ensure proper execution of its subsequent Work, Contractor shall immediately inspect work already in place and shall at once report to the Engineer any problems with the Work in place or discrepancies with the Contract Documents.
- C. Contractor shall ascertain to its own satisfaction the scope of the Project and nature of any other contracts that have been or may be awarded by the Town in prosecution of the Project to the end that Contractor may perform this Contract in the light of such other contracts, if any. Nothing herein contained shall be interpreted as granting to Contractor exclusive occupancy at site of the Project. Contractor shall not cause any unnecessary hindrance or delay to any other contractor working on the Project. If simultaneous execution of any contract for the Project is likely to cause interference with performance of some other contract or contracts, the Engineer shall decide which Contractor shall cease Work temporarily and which contractor shall continue or whether work can be coordinated so that contractors may proceed simultaneously.

The Town shall not be responsible for any damages suffered or for extra costs incurred by Contractor resulting directly or indirectly from award, performance, or attempted performance of any other contract or contracts on the Project site.

ARTICLE 53. NOTICE AND SERVICE THEREOF

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

ARTICLE 54. NOTICE OF THIRD PARTY CLAIMS

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

ARTICLE 55. STATE LICENSE BOARD NOTICE

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

ARTICLE 56. INTEGRATION

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

ARTICLE 57. ASSIGNMENT OF CONTRACT

Contractor shall not assign, transfer, convey, sublet or otherwise dispose of the rights or title of interest of any or all of this contract without the prior written consent of the Town. Any assignment or change of Contractor's name of legal entity without the written consent of the Town shall be void. Any assignment of money due or to become due under this Contract shall be subject to a prior lien for services rendered or Material supplied for performance of Work called for under the Contract Documents in favor of all persons, firms, or corporations rendering such services or supplying such Materials to the extent that claims are filed pursuant to the Civil Code, the Code of Civil Procedure or the Government Code.

ARTICLE 58. CHANGE IN NAME AND NATURE OF CONTRACTOR'S LEGAL ENTITY

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

ARTICLE 59. ASSIGNMENT OF ANTITRUST ACTIONS

Pursuant to Public Contract Code section 7103.5, in entering into a public works contract or subcontract to supply goods, services, or materials pursuant to a public works contract, Contractor or subcontractor offers and agrees to assign to the Town all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 USC, Section 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from the purchase of goods, services, or materials pursuant to this contract or any subcontract. This assignment shall be made and become effective at the time the Town tenders final payment to the Contractor, without further acknowledgment by the parties.

ARTICLE 60. PROHIBITED INTERESTS

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

ARTICLE 61. CONTROLLING LAW

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

ARTICLE 62. JURISDICTION; VENUE

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

ARTICLE 63. LAWS AND REGULATIONS

- A. Contractor shall give all notices and comply with all laws, ordinances, rules and regulations bearing on conduct of work as indicated and specified. If Contractor observes that drawings and specifications are at variance therewith, it shall promptly notify the Engineer in writing and any necessary changes shall be adjusted as provided for in this Contract for changes in work. If Contractor performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the Engineer, it shall bear all costs arising therefrom.

- B. Contractor shall be responsible for familiarity with the Americans with Disabilities Act ("ADA") (42 U.S.C. § 12101 et seq.). The Work will be performed in compliance with ADA regulations.

ARTICLE 64. PATENTS

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

ARTICLE 65. OWNERSHIP OF CONTRACT DOCUMENTS

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

ARTICLE 66. NOTICE OF TAXABLE POSSESSORY INTEREST

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

ARTICLE 67. SURVIVAL OF OBLIGATIONS

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

END OF GENERAL CONDITIONS

00 73 13 – SPECIAL CONDITIONS

1.1 Engineer of Record.

- A. For purposes of this Project, the Engineer of Record or Engineer shall be: Pavement Engineering Inc.

1.2 Location of the Project.

- A. The Project is located various streets and locations within the Town of Fairfax, CA.
- B. The general location of the Project is shown on the Project Drawings.

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

- A. Town, at its expense, will provide all rights-of-way or permits, or both, covering the crossing of private property and public and private rights-of-way necessary for the permanent Work; provided, however, Contractor shall, at its expense, obtain any bonds or insurance policies or pay any fees and enter into any agreements required by a controlling authority, e.g., Caltrans or Union Pacific Railroad Company, before Contractor enters upon any property or right-of-way under the jurisdiction of any such controlling authority for the purpose of performing Work.
- B. Town has acquired or is negotiating to acquire any rights-of-way, or both, necessary for the permanent Work.
- C. If such permits are required, all operations of Contractor shall conform to the restrictions, regulations, and requirements set forth in said permits, copies of which will be included in the Contract Documents.
- D. Contractor may be required, as a condition for receiving final payment, to obtain, and provide Town's Representative with copies of, executed damage releases from the owners of public and private property whose property has been damaged by the Work. The damage releases will be on a form provided by Town.
- E. Contractor shall, also, as a condition for receiving final payment, obtain, and provide Town's Representative with copies of, executed damage releases from the owners of certain public and private property or areas which have been crossed by the Work or otherwise affected by the Work. The damage releases will be on a form provided by Town.

1.4 Site Data.

- 1. [NOT USED]

1.5 Pre-Purchased or Pre-Negotiated Material.

[NOT USED.]

1.6 Designation of Town's Representative.

- A. Unless otherwise modified by Town, Town's Representative shall be Loren Umbertis, Public Works Director

1.7 Modification of Hours of Work.

Permissible Hours of work are 8:00 a.m. to 6:00 p.m. Monday Through Friday. .

1.8 Project Retention

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

1.9 Reverse Liquidated Damages Due to Unreasonable Town Delay.

- A. In compliance with the provisions of California Public Contract Code § 7102, the Contractor will be compensated for damages incurred due to delays in completing the Work due solely to the fault of the Town, where such delay is unreasonable under the circumstances and not contemplated by the parties and such delay is not the result of Additional Work. The Contractor and Town agree that determining actual damages is impracticable and extremely difficult. As such, the Contractor shall be entitled to the appropriate time extension and to payment of liquidated damages in the sum of **\$250.00** per Day of delay in excess of the time specified for the Completion of the Work. Such amount shall constitute the only payment allowed and shall necessarily include all overhead (direct or indirect), all profit, all administrative costs, all bond costs, all labor, materials, equipment and rental costs, and any other costs, expenses and fees incurred or sustained as a result of such delay. The Contractor expressly agrees to be limited solely to the liquidated damages for all such delays as defined in this subsection.

1.10 Liquidated Damages Due to Contractor Delay.

- A. Time is of the essence. Should Contractor fail to complete all or any part of the Work within the time specified in the Contract Documents, Town will suffer damage, the amount of which is difficult, if not impossible, to ascertain and, pursuant to the authority of Government Code section 53069.85, Town shall therefore be entitled to **\$250.00** per Day as liquidated damages for each Day or part thereof that actual completion extends beyond the time specified.
- B. Liquidated damages may be deducted from progress payments due Contractor, Project retention or may be collected directly from Contractor, or from Contractor's surety. These provisions for liquidated damages shall not prevent Town, in case of Contractor's default, from terminating the Contractor.

1.11 Utility Outages – Notices to Residents.

- A. Should Contractor's operations require interruption of any utility service, Contractor shall notify Town at least ten (10) Days prior to the scheduled outage. Contractor will

notify all impacted residents on a form provided by Town at least seven (7) Days prior to the scheduled outage.

- B. Contractor shall be responsible for providing, at its cost, any temporary utility or facilities necessitated by the utility outage.

1.12 Schedule Constraints.

NOT USED.

1.13 Noise Restrictions

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

1.14 Safety Programs.

NOT USED.

1.15 Coordination with Other Contractors.

NOT USED.

END OF SPECIAL CONDITIONS

01 00 00 – GENERAL REQUIREMENTS

PART 1 -- GENERAL

1.1 DESCRIPTION

- A. To be added

1.2 RELATED REQUIREMENTS SPECIFIED ELSEWHERE

PART 2 -- PRODUCTS (NOT USED)

PART 3 -- EXECUTION

3.1 LAYOUT OF WORK AND QUANTITY SURVEYS

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

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

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

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

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

- C. Surveying

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

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

3.2 SCHEDULE

- A. Estimated Schedule. Within 14 Days after the issuance of the Notice to Proceed, Contractor shall prepare a Project schedule and shall submit this to the Engineer for Approval. The receipt or Approval of any schedules by the Engineer or the Town shall not in any way relieve the Contractor of its obligations under the Contract Documents. The Contractor is fully responsible to determine and provide for any and all staffing and resources at levels which allow for good quality and timely completion of the Project. Contractor's failure to incorporate all elements of Work required for the performance of the Contract or any inaccuracy in the schedule shall not excuse the Contractor from performing all Work required for a completed Project within the specified Contract time period. If the required schedule is not received by the time the first payment under the Contract is due, Contractor shall not be paid until the schedule is received, reviewed and accepted by the Engineer.
- B. Schedule Contents. The schedule shall indicate the beginning and completion dates of all phases of construction; critical path for all critical, sequential time related activities; and "float time" for all "slack" or "gaps" in the non-critical activities. The schedule shall clearly identify all staffing and other resources which in the Contractor's judgment are needed to complete the Project within the time specified for completion. The overall Project Schedule duration shall be within the Contract time.
- C. Schedule Updates. Contractor shall continuously update its construction schedule. Contractor shall submit an updated and accurate construction schedule to the Engineer monthly when requested to do so by Engineer. Contractor shall also submit schedules showing a three week detailed look-ahead at bi-weekly meetings conducted

with the Town. The Engineer may withhold progress payments or other amounts due under the Contract Documents if Contractor fails to submit an updated and accurate construction schedule.

3.3 TEMPORARY FIELD OFFICE

NOT USED.

3.4 PROTECTION OF WORK AND PROPERTY

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

Engineer. Contractor shall not unreasonably encumber the Project site with its materials.

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

3.5 SITE CONDITIONS SURVEYS

A. Work Included.

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

B. Submittals.

1. Written documentation of site condition survey at pre-construction and post-construction.
2. Photographs as described herein of pre-construction and post-construction conditions.

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

C. Site Condition Written Documentation.

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

D. Photographs.

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

E. Video Recording.

1. Video recordings shall document the conditions of the entire area affected by construction, as well as nearby structures and facilities. The general documentation requirements for videos are the same as for photographs. Video recorders shall accurately and continuously record the time and date.
2. Video recordings shall include an audio portion made simultaneously during the videoing. The audio recording shall describe the location, time, orientation, and

objects being recorded. Special commentary shall be provided for unusual conditions or damage noted.

3. Video equipment shall be capable of producing high resolution images and shall have zoom capabilities.
4. Video recordings shall provide an overall picture of the sites and shall provide detailed images of damaged areas. Video shall extend to the maximum height of structures.
5. The Engineer shall have the right to reject any audio video recordings submitted with unintelligible audio, uncontrolled pan or zoom, or of poor quality. Video recordings shall be repeated when rejected.
6. Video recordings shall be submitted with labels indicating the project, date, recorder, and other pertinent information. Recordings shall be submitted on standard DVDs in a standard format.

F. Timing.

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

G. Site Surveyor.

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

H. Field Quality Control.

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

I. Soils Compaction Testing.

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

trench backfill, which could be the bottom of the pavement section; and at the top of the aggregate base prior to pavement construction.

3.6 SUBMITTAL REQUIREMENTS FOR MANUALS AND RECORD DRAWINGS

- A. General. The Contractor shall furnish all materials and perform all Work required for furnishing submittals to Town in accordance with Contract Documents.
- B. Technical Manuals.
 - 1. The Contractor shall submit technical operation and maintenance information for each item of mechanical, electrical and instrumentation equipment in an organized manner in the Technical Manual. It shall be written so that it can be used and understood by Town's operation and maintenance staff.
 - 2. The Technical Manual shall be subdivided first by specification section number; second, by equipment item; and last, by "Category." "Categories" shall conform to the following (as applicable):
 - (a) Category 1 - Equipment Summary:
 - (1) Summary: A summary table shall indicate the equipment name, equipment number, and process area in which the equipment is installed.
 - (b) Category 2 - Operational Procedures:
 - (1) Procedures: Manufacturer-recommended procedures on the following shall be included in Part 2:
 - a. Installation
 - b. Adjustment
 - c. Startup
 - d. Location of controls, special tools, equipment required, or related instrumentation needed for operation
 - e. Operation procedures
 - f. Load changes
 - g. Calibration
 - h. Shutdown
 - i. Troubleshooting
 - j. Disassembly
 - k. Reassembly

I. Realignment

m. Testing to determine performance efficiency

n. Tabulation of proper settings for all pressure relief valves, low and high pressure switches, and other protection devices

o. List of all electrical relay settings including alarm and contact settings

(c) Category 3 - Preventive Maintenance Procedures:

(1) Procedures: Preventive maintenance procedures shall include all manufacturer-recommended procedures to be performed on a periodic basis, both by removing and replacing the equipment or component, and by leaving the equipment in place.

(2) Schedules: Recommended frequency of preventive maintenance procedures shall be included. Lubrication schedules, including lubricant SAE grade, type, and temperature ranges, shall be covered.

(d) Category 4 - Parts List:

(1) Parts List: A complete parts list shall be furnished, including a generic description and manufacturer's identification number for each part. Addresses and telephone numbers of the nearest supplier and parts warehouse shall be included.

(2) Drawings: Cross-sectional or exploded view drawings shall accompany the parts list.

(e) Category 5 - Wiring Diagrams:

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

(f) Category 6 - Shop Drawings:

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

(g) Category 7 - Safety:

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

(h) Category 8 - Documentation:

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

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

3.7 MATERIALS

A. Materials to be Furnished by the Contractor

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

3.8 LOCAL CONDITIONS AND REQUIREMENTS

A. Access to Work and Haul Routes

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

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

4. Cost. Unless otherwise called for by the Contract Documents, the cost of all material, equipment, and labor required to complete this Work, shall be included in Contractor's bid and distributed in the Schedule of Pay Items. No additional compensation shall be made to the Contractor for this Work.
- B. Power. Contractor shall provide at its own expense all necessary power required for operations under the contract. The Contractor shall provide and maintain in good order such modern equipment and installations as shall be adequate in the opinion of the Engineer to perform in a safe and satisfactory manner the Work required by the contract.
- C. Construction Water.
1. Construction water shall not be used for purposes other than those required to satisfactorily complete the contract.
 2. All connections to the Town's water system used for the purposes of obtaining construction water shall utilize a temporary construction meter and backflow prevention device supplied by the Town. The Town-furnished backflow prevention device shall be tested immediately after installation and the construction meter and backflow prevention device shall not be placed into service until the backflow prevention device passes such tests. Backflow prevention device testing shall be performed in accordance with applicable standards, and test results shall be provided to the Engineer. If the temporary construction meter and backflow prevention device are moved to alternate location(s) during construction, the backflow prevention device shall again be tested as described above immediately after re-installation.
 3. For each temporary construction meter requested by the Contractor for the performance of work under this contract, an amount equivalent to the deposit requirement for temporary construction meters listed in the current approved version of the Town's Policies and Procedures Manual shall be withheld from the final contract payment until the temporary construction meters are returned.
- D. Operation of Existing Water Facilities
1. The Contractor shall not operate any of the existing water systems, including pumps, motors, and hydrants, but shall contact the Town two (2) working days in advance with a list and location of the water system facilities that will require operating, opening, stopping, or closure by the Town.
 2. At the option of the Engineer, the Contractor may be permitted to operate valves for the purpose of making connections to existing mains. The Town will perform all notification to existing customers regarding temporary loss of service.
 3. Contractor shall submit a request on Town's standard form for any shut-down of existing water facilities.

E. Construction at Existing Utilities

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

F. Traffic Control

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

G. Cleaning Up

1. Contractor at all times shall keep premises free from debris such as waste, rubbish, and excess materials and equipment. Contractor shall not store debris under, in, or about the premises. Contractor shall also clean all asphalt and concrete areas

to the degree necessary to remove oil, grease, fuel, or other stains caused by Contractor operations or equipment. The use of water, resulting in mud on streets, will not be permitted as substitute for sweeping or other methods. Dust control may require having a water truck onsite for the duration of the project, and/or use of temporary hoses and pipelines to convey water.

2. Contractor shall fully clean up the site at the completion of the Work. If the Contractor fails to immediately clean up at the completion of the Work, the Town may do so and the cost of such clean up shall be charged back to the Contractor.

3.9 ENVIRONMENTAL QUALITY PROTECTION

A. Environmental Conditions

NOT USED.

B. Landscape and Vegetation Preservation

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

C. Protected Species

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

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

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

D. Preservation of Historical and Archeological Resources

1. General. If, in the performance of the Work, Contractor should unearth cultural resources (for example, human remains, animal bones, stone tools, artifacts and/or midden deposits) through excavation, grading, watering or other means, the Contractor notify the Construction/Archeological Monitor and/or the Town Representative immediately, giving the location and nature of the findings. Written confirmation of the evidence, location and nature of the findings shall be forwarded to the Construction/Archeological Monitor and/or Town within 2 Days.
2. Procedures. The Contractor shall immediately cease all construction activities in the immediate area of the discovery to the extent necessary to protect the cultural resource.

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

3. Contractor's Liability. Should Contractor, without permission, injure, destroy, excavate, appropriate, or remove any cultural resource on or adjacent to the Site, it will be subject to disciplinary action, arrest and penalty under applicable law. The Contractor shall be principally responsible for all costs of mitigation and/or restoration of cultural resources related to the unauthorized actions identified above. Contractor shall be required to pay for unauthorized damage and mitigation costs to cultural resources (historical and archeological resources) as a result of unauthorized activities that damage cultural resources and shall indemnify Town pursuant to the Contract Documents.

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

E. Dust and Pollution Control

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

F. Fugitive Dust

1. In addition to all other environmental and air quality requirements of the Contract Documents, Contractor must also comply with the most recent version of any rules implemented by the Air Quality Management District (AQMD) with jurisdiction over the Project in order to reduce the amount of particulate matter entrained in the ambient air as a result of the Project. All equipment shall be AQMD compliant and permitted, as needed.
2. Town has considered these other requirements when determining the Contract Times and no additional time or compensation will be added to the Contract due to these requirements.

G. Management of Storm, Surface and Other Waters

1. Storm water, surface water, groundwater, and nuisance, or other waters may be encountered at various times during construction of the Project. Federal and State laws require the Town and its contractors to manage such waters pursuant to the requirements of California State Water Resources Control Board Order Number 2009-0009-DWQ, the Federal Clean Water Act, and the California Porter Cologne Water Quality Control Act. Contractor acknowledges that it has investigated the risk arising from such waters in conjunction with the Project, and assumes any and all risks and liabilities arising therefrom.
2. The Contractor shall perform all construction operations in such a manner as to comply, and ensure all subcontractors to comply, with all applicable Federal, State, and local laws, orders, and regulations concerning the control and abatement of water pollution; and all terms and conditions of any applicable permits issued for the Project. In the event there is a conflict between Federal, State, and local laws, regulations, and requirements, the most stringent shall apply.

3. Contractor violations. If noncompliance should occur, the Contractor shall report this to the Town Representative immediately, with the specific information submitted in writing within 2 Days. Consistent violations of applicable Federal, State, or local laws, orders, regulations, or Water Quality Standards may result in Town stopping all site activity until compliance is ensured. The Contractor shall not be entitled to any change in Contract Price or Contract Times, claim for damage, or additional compensation by reason of such a work stoppage. Corrective measures required to bring activities into compliance shall be at the Contractor's expense.
4. Compliance with Construction General Storm water Permit. Contractor shall be required to comply with all aspects of the State Water Resources Control Board (State Board) Water Quality Order No. 2009-0009-DWQ, National Pollutant Discharge Elimination System General Permit for Storm Water Discharges Associated with Construction Activity (Permit) for all projects that involve construction on or disturbance of one acre or more of land or which are part of a larger common area of development.
 - (a) Contractor shall prepare and implement a Storm Water Pollution Prevention Plan (SWPPP) for the Project site based on the appropriate Risk Level requirements, and draft and coordinate submittal of all Permit related documents with Town's Legally Responsible Person and/or Authorized Signatory as those terms are defined in the Permit. The Contractor shall submit the SWPPP to the Town Representative for review not less than fifteen (15) Days prior to the start of on- site construction work. Town will file the Notice of Intent and pay the filing fee.
 - (b) The SWPPP shall be developed by a Qualified SWPPP Developer and implemented by a Qualified SWPPP Practitioner as those terms are defined in the Permit and shall include industry standard requirements for water quality control including but not be limited to the following:
 - (1) Sediment and erosion control measures to manage sediment and erosion including vegetative practices, structural control, silt fences, straw dikes, sediment controls or operator controls as appropriate. Storm water management measures shall be instituted as required, including velocity dissipaters, and solid waste controls shall address controls for building materials and offsite tracking of sediment.
 - (2) Wastewater and storm water management controls to divert offsite surface flows around the Project site and to divert surface flows within the Project area away from areas of open earth or stockpiles of building and other materials. Wastewater from general construction activities, such as drain water collection, aggregate processing, concrete batching, drilling, grouting, or other construction operations, shall not enter flowing or dry watercourses without having met the authorized non-storm water discharge requirements listed in State Board Water Quality Order No. 2009-0009-DWQ, Section III.C., including proper notification to the Regional Water Board.
 - (3) Pollution prevention measures including methods of dewatering, unwatering, excavating, or stockpiling earth and rock materials which include prevention measures to control silting and erosion, and which will

intercept and settle any runoff of sediment-laden waters.

- (4) Turbidity prevention measures for prevention of excess turbidity including, but are not restricted to, intercepting ditches, settling ponds, gravel filter entrapment dikes, flocculating processes, recirculation, combinations thereof, or other approved methods that are not harmful to aquatic life. All such wastewaters discharged into surface waters, shall contain the least concentration of settleable material possible, and shall meet all conditions of section 402, the National Pollutant Discharge Elimination System (NPDES) permit.
 - (5) Overall construction site management measures to address changes at the Project site as the Project moves through different phases and changes that account for rainy and dry season management practices.
 - (6) Pollution control measures and construction activity methods that will prevent entrance, or accidental spillage, of solid matter, contaminants, debris, or other pollutants or wastes, into streams, flowing or dry watercourses, lakes, wetlands, reservoirs, or underground water sources. Such pollutants and wastes include, but are not restricted to: refuse, garbage, cement, sanitary waste, industrial waste, hazardous materials, radioactive substances, oil and other petroleum products, aggregate processing, tailings, mineral salts, and thermal pollution.
 - (7) Control measures for stockpiled or deposited materials prohibiting the stockpile or deposit of excavated materials, or other construction materials, near or on stream banks, lake shorelines, or other watercourse perimeters where they can be washed away by high water or storm runoff, or can, in any way, encroach upon the watercourse.
 - (8) Develop and implement a Rain Event Action Plan (REAP), if required, that must be designed and implemented to protect all exposed portions of the site 48 hours prior to any likely precipitation event.
 - (9) Monitoring, reporting and record keeping, as necessary to achieve compliance with applicable Permit requirements, including but not limited to annual reports and rain event reports.
- (c) Before any Permit related documents, including the SWPPP, rain event reports, or annual reports may be submitted to the State Board or implemented on the Project site, they must first be reviewed and approved by Town.
- (d) Town retains the right to procure and maintain coverage under the Permit for the Project site if the Contractor fails to draft a SWPPP or other Permit related document, or fails to proceed in a manner that is satisfactory to Town. Town reserves the right to implement its own SWPPP at the Project site, and hire additional contractors to maintain compliance. Whether Contractor has adequately maintained compliance with the Permit shall be Town's sole determination. In the event that Contractor has failed or is unable to maintain compliance with the Permit, any costs or fines incurred by Town in implementing a SWPPP, or otherwise maintaining compliance with the Construction General Permit shall be paid by the Contractor.

- (e) Failure to implement the SWPPP or otherwise comply with the Permit is a violation of federal and state law. Contractor hereby agrees to indemnify Town as required by the Contract Documents for any noncompliance or alleged noncompliance with the Permit arising out of or in connection with the Project, except for liability resulting from the sole established negligence, willful misconduct or active negligence of Town. Town may seek damages from Contractor for delay in completing the Contract in accordance with the Contract Documents, caused by Contractor's failure to comply with the Permit.
- 5. In addition to compliance with the Permit, Contractor shall comply with the lawful requirements of any applicable municipality, district, drainage district, flood control district, and other local agencies regarding discharges of storm water, surface water, groundwater or other nuisance waters off of the Project site.
- 6. Oil storage tanks management.
 - (a) Storage tank placement. All oil or other petroleum product (hereinafter referred to collectively as oil) storage tanks shall be placed at least 20 feet from streams, flowing or dry watercourses, lakes, wetlands, reservoirs, and any other water source.
 - (b) Storage area dikes. Storage areas shall be diked at least 12 inches high or graded and sloped to permit safe containment of leaks and spills equal to the capacity of all tanks and/or containers located within each area, plus a sufficient amount of freeboard to contain the 25-year rainstorm.
 - (c) Diked area barriers. Diked areas shall have an impermeable barrier at least 10 mils thick. Areas used for refueling operations shall have an impermeable liner at least 10 mils thick buried under 2 to 4 inches of soil.
 - (d) Spill Prevention Control and Countermeasure Plan (SPCC). Where the location of a construction site is such that oil from an accidental spillage could reasonably be expected to enter into or upon the navigable waters of the United States or adjoining shorelines, and the aggregate storage of oil at the site is over 1,320 gallons or a single container has a capacity in excess of 660 gallons, the Contractor shall prepare an SPCC Plan. The Contractor shall submit the SPCC Plan to the Engineer at least 30 days prior to delivery or storage of oil at the site. The Plan must have been reviewed and certified by a registered professional engineer in accordance with 40 C.F.R., part 112
- 7. Underground tank prohibition. The Contractor shall not use underground storage tanks.
- 8. Construction safety standards. The Contractor shall comply with the sanitation and potable water requirements of Section 7 of United States Bureau of Reclamation's publication "Reclamation Safety And Health Standards."
- 9. Other Permits.
 - (a) Other permits applicable to the Project are listed in the Special Conditions. The Contractor shall obtain all other necessary licenses and permits.

- (b) Monitoring. The Contractor is required to conduct monitoring in order to meet the requirements of the permits, which may include sampling, testing and inspections.
 - (c) Recordkeeping. The Contractor shall retain all records and data required by the permits for the time specified in the contract.
10. Cost. Except as specified herein, the cost of complying with this section shall be included in the Schedule of Pay Items for work which necessitate the water pollution prevention measures required by this paragraph.

END OF GENERAL REQUIREMENTS

EXHIBIT "A"
CHANGE ORDER FORM

Town of Fairfax

*142 Bolinas Rd., Fairfax,
California 94930*

Contract Change Order #

Project:

Change Order No.:

Orig. Contract Amt.: \$ Days

Contract No.:

Contractor: **Prev. Appvd. Changes:** \$ Days

Owner: Town of Fairfax **This Change:** \$ Days

Revised Contract Amt.: \$ Days

This Change Order covers changes to the subject contract as described herein. The Contractor shall construct, furnish equipment and materials, and perform all work as necessary or required to complete the Change Order items for a lump sum price agreed upon between the Contractor and Town of Fairfax, otherwise referred to as Owner.

Item No.	Description of Changes	Increase/ (Decrease) in Contract Amount	Contract Time Extension, Days
1			
2			
	Totals	\$	

This Contract Change Order consists of **2 pages** and any exhibits attached to this Contract Change Order shall not be part of the Contract Change Order unless specifically initialed by or on behalf of both the Contractor and the Town of Fairfax.

Contract Change Order # _____ Page 1 of 2

The amount of the contract will be increased by the sum of \$_____ and the contract time shall be extended by working days. The undersigned Contractor approves the foregoing Change Order # as to the changes, if any, in the contract price specified for each item including any and all supervision costs and other miscellaneous costs relating to the change in work, and as to the extension of time allowed, if any, for completion of the entire work on account of said Change Order #. The Contractor agrees to furnish all labor and materials and perform all other necessary work, inclusive of the directly or indirectly related to the approved time extension, required to complete the Change order items. This document will become a supplement of the contract and all provisions will apply hereto. It is understood that the Change Order shall be effective when approved by the Owner.

Contractor accepts the terms and conditions stated above as full and final settlement of any and all claims arising out of or related to the subject of this Change Order and acknowledges that the compensation (time and cost) set forth herein comprises the total compensation due for the work or change defined in the Change Order, including all impact on any unchanged work. By signing this Change Order, the Contractor acknowledges and agrees that the stipulated compensation includes payment for all Work contained in the Change Order, plus all payment for any acceleration or interruption of schedules, extended overhead costs, delay, and all impact or cumulative impact on all Work under this Contract. The signing of this Change Order acknowledges full mutual accord and satisfaction for the change and that the stated time and/or cost constitute the total equitable adjustment owed the Contractor as a result of the change. The Contractor hereby releases and agrees to waive all rights, without exception or reservation of any kind whatsoever, to file any further claim or request for equitable adjustment of any type, for any reasonably foreseeable cause that shall arise out of, or as a result of, this Change Order and/or its impact on the remainder of the Work under the Contract.

Accepted:

(Signature) Contractor's Authorized Representative

Date

Recommended:

(Signature) [**INSERT NAME, TITLE**]

Date

Approved:

(Signature) [**INSERT NAME, TITLE**]

Date

Item No.	Justification for Change(s)
1	
2	

This Contract Change Order consists of **2 pages** and any exhibits attached to this Contract Change Order shall not be part of the Contract Change Order unless specifically initialed by or on behalf of both the Contractor and the Town of Fairfax.

Contract Change Order #


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TECHNICAL SPECIFICATIONS





Jason Kabalin, P.E.

7/23/2024
Date

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TECHNICAL SPECIFICATIONP

TS-1 GENERAL DESCRIPTION OF WORK

The work shall generally consist of:

The work shall generally consists of mobilization; developing, setup and maintenance of a traffic control system; developing and implementing a water pollution control program; cold planing; placement of hot mix asphalt (HMA); pruning and removing tree roots;; crack seal and slurry seal application, lowering and adjusting to utility covers to finish grade; traffic striping, pavement markings, and raised pavement markers; removing and replacing delineators; cleanup of the project area and other items of work as shown in the contract documents.

The Contractor shall take all reasonable precautions to restrict their operations to the least area of work possible and shall not disturb property beyond the areas of work.

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

The Contractor shall provide to the Engineer the names, address and telephone numbers of at least two (2) emergency contacts for the duration of this contract.

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

TS-2 PAYMENT FOR EXTRA WORK

Refer to 00 72 13 – General Conditions, Article 44 Changes and Extra Work. When payment is made on a force account basis the amount will be determined in accordance with Sections 9-1.04 through 9-1.04D of the State Specifications, except that actual payroll taxes and required contributions will be used in lieu of the labor surcharge specified in Section 9-1.04B (2).

TS-3 EXISTING FACILITIES

A. General

Attention is directed to 00 73 13 – Special Conditions and these Technical Specifications.

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

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

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

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

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

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

If applicable the Contractor shall keep the existing drainage system and sanitary sewer system fully functional at all times. If the Contractor for their own reasons desires to block off any portion of these systems, they shall construct a bypass

system capable of handling the flow. This bypass system, if constructed, shall be for the convenience of the Contractor and shall be constructed at their own expense.

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

Any bypass systems shall be subject to review and approval of the utility owner.

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

Underground Service Alert: Dial 811 or (800) 227-2600

All existing facilities in conflict with the proposed improvement shall be relocated by the Contractor, subject to the rules and regulations of the facility owner as may exist.

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

B. Measurement and Payment

Full compensation for "**Existing Facilities**" will be considered as included in the contract prices paid for the various bid items of work involved and no additional compensation will be allowed therefor.

TS-4 GENERAL REQUIREMENTS

A. General

All work shall conform to the applicable provisions of the State of California, Department of Transportation, Standard Specifications (Caltrans); these Special Provisions; and the Plans and typical sections.

B. Mobilization

Mobilization shall include preparatory work and operations, including, but not limited to, those necessary for the movement of personnel, equipment, supplies and incidentals to the project site, for the establishment of all offices, buildings and other facilities necessary for work on the project, and for all other work and operations that shall be performed or costs incurred prior to beginning work on the various items on the project site.

Mobilization shall include the furnishing and providing for regular maintenance of temporary sanitary facilities on the job for the duration of the project. Failure to

comply with this requirement will result in withholding of mobilization payments in the amount deemed appropriate by the Engineer.

Just prior ten (10) calendar days maximum, to beginning work at the subject site, the Contractor shall photograph and videotape the project site in sufficient detail to show the existing site conditions, including but not limited to the proposed alignment, staging areas, routes of ingress and egress for hauling and delivering, and all other areas that the Contractor believes are appropriate. The Contract shall provide a copy of photographs and video(s) to the Town prior to all work.

The Contractor shall arrange for and develop a temporary construction staging area(s) for the storage and operation of construction equipment and supplies. The staging area shall be located outside the public right-of-way. No staging of equipment or materials will be permitted within the public right-of-way without written authorization from the Engineer. The Contractor shall obtain written permission from the property owners to use their property in any fashion and provide a copy of permission to the Town. All Contractor, subcontractor, and supplier employees shall park vehicles and equipment at the temporary construction staging area only.

The Contractor shall not permit any waste or damage to be done to the staging area and shall maintain the area in good condition, free of litter and debris. Upon completion of the work, the area shall be restored to its pre-construction or better condition, including the repair of any damaged pavement, curbs, markings, or other infrastructure components.

Partial payment for Mobilization will conform to Public Contract Code 10264.

C. Submittals

10 days prior to the preconstruction meeting, Contractor shall provide the Town with the following submittals for review:

1. Traffic Control Plan
2. Water Pollution Control Program
3. Notification to Businesses, Residence and Agencies
4. Job Mix Formulas for HMA
5. Quality Control Plan for HMA Paving
6. Paving Grade Asphalt
7. Tack Coat
8. Aggregate Base
9. Traffic Striping, Pavement Markings and Raised Pavement Markers
10. Crack Seal
11. Slurry Seal

D. Roadway Preparation

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

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

E. Project Site Maintenance

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

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

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

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

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

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

F. Sanitary Facilities

The Contractor shall provide and maintain enclosed, portable restrooms for the use of personnel engaged in the work. The portable restroom shall be lined with

secondary containment to prevent leaks and spills. These accommodations shall be maintained in a neat and sanitary condition, and shall comply with all applicable laws, ordinances, and regulations pertaining to public health and sanitation.

G. Protection and Restoration of Existing Improvements

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

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

H. Notification of Residents, Businesses, and Agencies

Contractor shall deliver by mail a notice approved by the Town Engineer all properties, residents and business owners fronting the work areas no later than 72-hours prior to performing any work on this contract. The letter shall contain basic project and Contractor contact information and shall be on Contractor's letterhead.

The Contractor shall notify the affected residents and businesses seventy-two (72) hours in advance of the start of paving operations. Notification shall be done by using "door knob" type notices that shall include a description of the impending work, the date and the time when traffic will be restricted, a date and time when parking will not be allowed along the street scheduled for renovation and forty-eight (48) hour window of "no landscape irrigation" prior to work. Contractor shall submit a sample notice for review and approval by the Town five (5) calendar days prior to distribution.

Separate Notification: Separate notification and coordination shall be required with Marin Transit twenty (20) days prior to the start of the project to re-reroute bus service. Marin Transit's contact is Mohamed Osman and shall be contracted at the following: (415) 226-0869, mosman@marintransit.org

Ten (10) calendar days prior to beginning construction, the Contractor shall notify local schools, hospitals, ambulance services, police and fire departments, transit agencies, refuse collectors and Underground Service Alert (USA) of its schedule of work.

The Contractor shall furnish and place "NO PARKING" signs, 12 inches by 18 inches minimum size and approved by the Engineer, throughout the area of work at fifty (50) foot intervals seventy-two (72) hours (five (5) calendar days prior to work beginning on a Monday or Tuesday prior to the start of construction. The signs shall

include the date and time during when parking is prohibited. The Contractor shall remove these signs immediately at the end of the last day of parking restrictions as indicated on the sign.

If for any reason the work is delayed or rescheduled after the required notifications have been issued, the Contractor shall re-date the signs affected, notify residents and businesses of the change and re-contact the local services and agencies. If work is rescheduled to an unknown date, signs shall be completely removed and replaced with new dates seventy (72) hours, five (5) calendar days for work beginning on Monday or Tuesday in advance of work. "No parking" restriction dates shall require Town Engineer approval. "No parking" restrictions shall be removed during inactive periods of three (3) or more working days.

I. Measurement and Payment

Full compensation for **"Submittals"**, **"Roadway Preparation"**, **"Project Site Maintenance"**, **"Sanitary Facilities"**, **"Protection and Restoration of Existing Improvements"** and **"Notification of Residents, Businesses, and Agencies"** will be considered as included in the contract prices paid for the various bid items of work involved and no additional compensation will be allowed therefor.

The contract lump sum price paid for **"Mobilization, Bonds & Insurance"** will include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all work involved in Mobilization, Bonds and Insurance, complete in place, as shown on the Plans, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer.

TS-5 TRAFFIC CONTROL

A. General

The work shall consist of maintaining and controlling all vehicular and pedestrian traffic through the construction zone and/or detour routes and shall conform to the 2014 Edition of the Traffic Manual with revisions published by the State of California, Department of Transportation. The manual prescribes minimum standards for the application of uniform traffic control devices such as traffic cones, barricades, regulatory signs, warning signs, and guide signs. The Contractor shall have a copy of the manual at the work site and shall comply with its provisions.

Requirement to safely Maintain Access to public facilities and all commercial parking shall be required at all times during construction. Any modifications to circulation to accommodate ingress/egress shall be safely restored to normal conditions outside of work hours. The Contractor is responsible for coordination with business owners, property management companies, residents, and agencies for modifications to parking, access and circulation at least ten (10) days in advance of impacts, and for

installation and maintenance of traffic control signage on public and private property as may be required.

B. Material and Equipment

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

C. Construction

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

D. Traffic Control Plan

Two (2) weeks, ten (10) working days, prior to starting any construction work, the Contractor shall submit to the Engineer for their review a detailed traffic maintenance and control plan for the various affected project sites or streets. No work may begin in any area until the Traffic Control Plan has been reviewed and approved by the Town Traffic Engineer.

E. Construction Signing

Construction signing shall consist of furnishing, installing, maintaining, and removing construction signs, cones, delineators, and barricades. The Contractor shall furnish and maintain a minimum of two (2) Changeable Message Signs (CMS). CMS locations and messaging shall be reviewed and approved by the Town Engineer prior to installation.

F. Flagmen

If required in the traffic control plan, and always during one-way traffic control, flagmen shall be required to direct traffic during construction. The number and location of flagmen shall be sufficient to allow safe control and passage of traffic through the work zone. During the paving of intersections, two (2) flagmen shall be posted at each intersection for the entire time between tack coat and finish rolling. Flagmen shall have proper training, certification, and supervision as required by state and local jurisdictions.

G. Portable Delineators

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

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

The portable delineators shall be spaced as necessary for proper traffic control. However, in no case shall the spacing between the portable delineators exceed fifty (50) feet on tangents or twenty-five (25) feet on curves.

H. Restrictions on Closure of Traffic Lanes

The Contractor shall submit to the Town a traffic control plan showing the detouring of traffic during construction. Road closures on all streets and lane closures on major arterial streets will not allowed unless approved by the Town Engineer. In such case, the contractor shall submit to the Town a traffic control plan showing detouring or lane closure during construction for review and approval by the Town Engineer. Road closure and/or lane closure on a major arterial approved by the Town Engineer will be subject to restrictions on work hours.

I. Measurement and Payment

The contract lump sum price paid for **“Traffic Control & Construction Area Signs”** will include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all work involved in Traffic Control, complete in place, including but not limited to preparation and implementation of Traffic Control Plan, furnishing, installing, maintaining, relocating and removing all traffic control and construction signing components, CMS boards, traffic control supervision, flagmen, portable delineators, pilot cars, coordination with business owners, property management companies, residents and agencies, and the convenience and safety of the public, as shown on the Plans, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer.

TS-6 WATER POLLUTION CONTROL PROGRAM

A. General

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

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

B. Construction

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

1. Submittals

The Contractor shall submit one (1) electronic copy of the WPCP a minimum of 10 working days prior to the preconstruction meeting. Construction shall not begin until the WPCP is approved.

2. Protection of Existing Storm Water System

As the first order of work, the Contractor shall protect the existing storm water system from entrance of particulates and pollutants. Such protection shall include implementing the Best Management Practices (BMP) as outlined in the WPCP.

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

- a. A particulate filter of geosynthetic material securely fastened in place such that it cannot be bypassed without significant physical damage,
- b. A pre-filter for the particulate filter, and
- c. On-hand materials to close off an inlet or opening in the case of a significant pollution spill.

3. Material Storage Areas

All material and/or equipment storage areas where liquid construction materials are kept, including but not limited to asphalt emulsions, paving oils, and seal coat materials, shall be protected by a physical barrier capable of containing the entire volume of stored liquid materials. During active construction activities, portions of the barrier may be removed for access. However, the barrier materials shall be readily accessible for replacement by on-site construction personnel. The barrier shall be in place at all times when construction personnel are absent from the storage site.

4. System Inspection and Maintenance

The Contractor shall inspect and repair or replace any damaged or clogged element on a daily basis. During periods of precipitation where runoff

occurs, the system shall be checked twice daily, seven (7) days a week, whether or not any work has been performed. The daily checks shall be between 9 p.m. and 11 p.m., and 4 a.m. and 8 a.m.

The Contractor shall provide a monitoring log of each inspection.

5. Non-Storm Spills or Pollution

The WPCP shall address practices for the cleanup of spilled or leaked pollutants such as hydraulic oil from damaged or leaking equipment. The plan shall include readily available equipment and materials to contain and absorb the pollutants, collection of these materials, and disposal of the materials to an approved disposal facility. The plan shall include ultimate disposal from the Contractor's yard.

The Contractor shall keep a record of any spills on the daily inspection logs. In addition, at the end of the project, the Contractor shall certify that all contaminated materials have been properly disposed of in accordance with the WPCP.

C. Measurement and Payment

The contract lump sum price paid for **"Water Pollution Control Program"** will include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in Water Pollution Control Program, complete in place, including but not limited to preparing, implementing, inspecting, maintaining, and removing the WPCP as shown on the Plans, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer.

In addition, failure to perform and document the required daily inspections shall result in a daily penalty of \$250.00 per calendar day. The imposition of the penalty shall not relieve the Contractor of any obligations of these project requirements.

Payment for the work involved under the bid item for the WPCP may be made on a partial payment system based on the completion of the following stages of the work:

<u>Work Description</u>	<u>Payment Percentage</u>
Develop plan	10% of bid price
Initial plan implementation	10% of bid price
Removal of BMP's at completion	10% of bid price

Inspection and Maintenance of WPCP	70% of bid price/contract time in calendar days
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TS-7 TRIMMING, CLEARING AND GRUBBING

A. General

This work shall consist of trimming and removing vegetation along the road edge and in areas of PCC curb, gutter and curb ramp construction to a minimum distance of 12 inches beyond the edge of work limits and within paving limits, and all branches that hang within 15 feet above finished roadway grade.

Prior to trimming any vegetation within or outside the Town's right-of-way, the Town and residents shall be notified one (1) week prior to work so as to allow the affected resident the opportunity to trim any vegetation that may be impacted by the Contractor's work.

All such work shall conform to Section 16 "Clearing and Grubbing" of the Standard Specifications, these Special Provisions, the Plans and typical sections, and as directed by the Engineer.

B. Construction

The contractor shall remove all branches that hang within 15 feet above finished roadway grade, and all other vegetation along the roadway and within the limits of work area. Vegetation shall be trimmed a minimum of 12 inches beyond the edge of pavement or PCC facilities construction limit, or as necessary for concrete reconstruction, cold planing, grading, excavation, and paving operations, and other operations as required.

The contractor shall notify the Town forty-eight (48) hours in advance of any tree trimming or root pruning so that the Town arborist may be on site to inspect the operation. No tree trimming or root pruning work shall be performed without the Town arborist present unless authorized by the Town Engineer.

Damage to trees due to lack of care, protection or following these Specifications shall be subject to financial damages up to the cost of removing and replacing the damaged tree. Damage assessment will be made by the Town's Certified Arborist.

C. Measurement and Payment

Full compensation for **"Trimming, Clearing and Grubbing"** will be considered as included in the contract prices paid for the various bid items of work involved and no additional compensation will be allowed therefor.

TS-8 HOT MIX ASPHALT (HMA)

A. General

1. Summary

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

Work shall comply with Section 39, "Hot Mix Asphalt," of the 2010 Standard Specifications (unrevised) except as modified in these Special Provisions.

2. Submittals

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

Contractor shall submit a Quality Control Plan that conforms to the current Caltrans Quality Control Plan Review Checklist for Hot Mix Asphalt. Allow twenty (20) calendar days for review.

Contractor shall submit Material Delivery Tickets shall be submitted daily.

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

B. Materials

1. Asphalt Binder

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

2. Aggregate

The hot mix asphalt to be used shall be as follows unless modified by the Plans, these Special Provisions, or the Engineer:

Remove and Replace HMA:	1/2 inch, Type A
Skin Patch:	3/8 inch, Type A

3. Mix Properties:

Mix voids shall be targeted at 3.5%.

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

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

4. Delivery Tickets:

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

C. Construction

1. General

The paving shall be performed so no longitudinal paving joints remain at the end of each day's paving operation.

2. Surface Preparation

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

All vertical edges to be paved against shall be tack coated. These include, but are not limited to, curb faces, gutter lips, swale edges, cross gutter edges, and pavement edges.

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

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

All cold joints, both longitudinal and transverse, shall be heated with a torch immediately prior to paving. Cold joints include previous passes placed more than three (3) hours prior. All cold joints shall be tack coated.

3. Leveling, Transitions, and Hot Mix Asphalt Fills

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

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

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

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

4. Layout

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

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

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

For paving that incorporates new quarterpoints or grade breaks due to keycuts or other conditions, the Contractor shall provide equipment capable of adjusting to the new surface profile at the appropriate locations. The profile adjustments shall be within twelve (12) inches of the actual gradebreak or quarterpoint.

The Contractor shall take sufficient measurements during laydown to ensure that the full design hot mix asphalt layer depth is provided at each quarterpoint, gradebreak, or transition. Failure to provide the design depth at these areas will result in rejection of the work. Correction of this rejected work shall include milling out the new hot mix asphalt from the road edge to the centerline or nearest inside lane line and repaving. The minimum length of the milled and corrected area shall be fifty (50) feet.

5. Tolerances

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

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

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

For total pavement thicknesses of four (4) inches or more, the minimum allowable thickness will be 1/2 inch less than that specified.

7. Compacting

Rolling shall be performed as indicated in the referenced Caltrans specifications.

The roller water shall contain a soap-type compound to prevent sticking of the HMA material to the rollers. The soap-type compound shall not damage the HMA or impede the bonding of layers.

The number of rollers required for each paving operation shall be such that all rolling for density may be completed before the temperature of the hot mix asphalt mixture drops below 240 degrees Fahrenheit.

Breakdown rolling shall commence when the hot mix asphalt is placed. Rolling shall be accomplished with the drive wheel forward and with the advance and return passes in the same line.

For leveling courses, breakdown rolling shall consist of three coverages with an 8 to 12-ton pneumatic roller followed by a finishing coverage with a steel wheel roller. The rolling may begin with a single pass of a steel wheel roller until the pneumatic has sufficient opportunity to warm up to avoid tracking and picking up material from the mat. The pneumatic roller tires shall be treated with a non-petroleum based product to prevent pickup. Failure to successfully provide for breakdown rolling with the pneumatic roller after a reasonable warm up time will be cause for termination of paving activities until the Contractor may provide equipment that shall perform without pickup.

The Contractor shall have hand-compaction equipment immediately available for compacting all areas inaccessible to rollers. Hand-compaction shall be performed concurrently with breakdown rolling. If for any reason hand-compaction falls behind breakdown rolling, further placement of hot mix asphalt will be suspended until hand-compaction is caught up. Hand-compaction includes vibraplates and hand tampers. Hand torches shall be available for rework of areas that have cooled.

After compaction, the surface texture of all hand work areas shall match the surface texture of the machine placed mat. Any coarse or segregated areas shall be corrected immediately upon discovery. Failure to immediately address these areas will cause suspension of hot mix asphalt placement until the areas are satisfactorily addressed, unless otherwise allowed by the Engineer.

8. Contractor Quality Control

The HMA shall be verified by the engineer prior to placement on the jobsite. If agreed to by the Contractor and the Engineer, the production start-up may be used for verification. If the production start-up is used for verification the Engineer may require removal and replacement of the HMA, at their discretion, in the event of verification failure.

Contractor quality control testing is required. If the Contractor fails to submit quality control results to the Engineer within seventy-two (72) hours of HMA placement, the Contractor waives all rights to dispute the Engineer's results. In the event of asphalt binder or Hamburg wheel track testing by the Engineer, the Contractor has five (5) days to submit their test results from the time the Engineer informs the Contractor that they are performing testing or the Contractor waves the right to dispute the Engineer's results.

The Engineer will test for conformance with aggregate quality characteristics at the beginning of the project.

The Engineer will test air void content, Hveem stability, and voids in mineral aggregate (VMA) a minimum of once per day.

The Engineer may sample the hot mix asphalt from truck beds at the plant, from the hopper of the paving machine, or from the mat behind the paver at the discretion of the Engineer. The Contractor shall facilitate the sampling process.

8. Engineer's Acceptance

a. General

The Town shall be notified forty-eight (48) hours prior to scheduling pavement placement so that Quality Assurance personnel may be scheduled.

b. Modify 39-3.02A Testing as follows:

Add the following footnotes:

- h. Contractor may perform independent quality control testing continuously during paving using nuclear or non-nuclear methods.
- i. For minor HMA placement, the Engineer will monitor the Contractor's work for conformance to the Method Process. In addition, the Engineer will collect HMA samples and verify the mix.

c. Materials Acceptance

The Engineer may withhold acceptance in the event of any failing test result until the Contractor has addressed the failing material to the Engineer's satisfaction.

D. Measurement and Payment

The contract price paid per ton for **"3/8" HMA (Type A) PG 64-16"** and **"1/2" HMA (Type A) PG 64-16"** will include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in hot mix asphalt, complete in place, including surface preparation, tack coat, temporary transitions, pavement transitions between differing typical sections, HMA fills, Job Mix Formula preparation, Contractor's Quality Control Plan, and the costs of coring

to verify core densities, if required, as shown on the Plans, as specified in the Standard Specification and these Special Provisions, and as directed by the Engineer.

Section 39-6, "Payment," of the Standard Specifications will not apply.

TS-9 COLD PLANING

A. General

Cold planing shall include all work necessary to remove existing asphalt, concrete, base, and/or native materials to a predetermined depth as indicated in the bid documents. The work shall include, but is not limited to, removal of the existing pavement adjacent to or on top of gutters, and bridge approaches.

Existing pavement surface on roadways to be cold planed prior to pavement inlay shall be cold planed as specified herein.

Cold planing may be used for "Remove & Replace HMA" and "6" Deep Lift Stabilization".

All core locations shown on the plan are approximate. Existing conditions may differ from the information specified in the boring logs as shown on the Plans.

B. Equipment

1. Cold Planing Equipment

The machine used for planing shall have performed satisfactorily on similar work and shall meet the following requirements:

The planing machine shall be specifically designed and built for the planing of bituminous pavements without the addition of heat. It shall have the ability to plane Portland cement concrete patches in the bituminous pavement, or Portland cement concrete pavements. The cutting drum shall be a minimum of forty-eight (48) inches wide and shall be equipped with carbide tipped cutting teeth placed in a variable-lacing pattern to produce the desired finish.

The machine shall be capable of being operated at speeds of zero to forty (0-40) feet per minute. The machine shall be self-propelled, and have the capability of spraying water at the cutting drum to minimize dust. The machine shall be operated in such a way so that no fumes or smoke shall be produced. The machine shall be capable of removing the paving material next to curbs or gutters and be designed such that the operator thereof may at all times observe the planing operation without leaving the controls. The machine shall be adjustable for slope and depth and shall be equipped with sonic sensing devices for controlling depth.

C. Construction

1. General

Cold planing & milling may require removal of existing asphalt concrete above gutter lips, in addition to the required depth below the gutter lip, due to prior overlays.

Cold planing & milling operation shall not commence until a sweeper is on site.

Pavement to be cold planed may contain pavement fabric.

Cold planing & milling shall be performed in such a manner so as to create clean vertical edges. Any broken, damaged, or non-vertical pavement edges shall be re-cut prior to paving.

2. Lowering Utility Covers

Prior to cold planing on streets to have a uniform depth of the existing surface removed, all utility covers shall be lowered such that the cutting teeth of the planing machine passes over the adjusted lid without causing damage to the lid or frame. Contractor shall be responsible for maintaining any temporary asphalt fill material over these facilities until the final paving surface is installed. The Contractor shall clearly mark or reference lowered sanitary sewer and water valves in case emergency access is required by the agency responsible for operation of the sewer and water system.

3. Pavement Removal

Pavement against curb faces shall be removed to the full depth designated for that particular section of the roadway. If pavement against curb faces cannot be removed by the planing machine, the Contractor shall use other means to remove this material.

On areas where the underlying material appears to be wet or soft, or where it deflects under wheel loads, the Contractor shall employ excavation and grading techniques that do not worsen the subgrade condition.

If pavement against utility covers, gutter lips, or other features cannot be removed by the cold planing machine, the Contractor shall use other means to remove this material.

4. Temporary Striping

Streets to be milled shall be temporarily striped after placement of the leveling course material. Temporary striping shall consist of temporary tab

markers and reflective traffic striping tape by 3M (or equal) and shall be continuously maintained by the Contractor until resurfacing work is performed. Temporary striping shall be placed to delineate lane lines, center lines, crosswalks, and other traffic striping legends.

5. Tolerances

The pavement surface after cold planing shall be uniformly rough. The grade shall not deviate from a suitable straight edge of more than 1/4 inch at any point. When multiple passes are required to create the cold planed surface, the maximum variation from a string-line or straight edge shall be 1/4 inch high to 1/2 inch low. High points out of tolerance shall be re-planed to fall within tolerance. Low areas shall be filled with hot mix asphalt as specified herein to meet tolerances. The cost of such correction of low areas shall be entirely the Contractors.

The bridge deck surface after micro milling shall be uniformly smooth. The grade shall not deviate from a suitable straight edge of more than 5/32 inch at any point. When multiple passes are required to create the cold planed surface, the maximum variation from a string-line or straight edge shall be 5/32 inch high to 5/32 inch low. High points out of tolerance shall be re-planed to fall within tolerance. Low areas shall be filled with rapid setting concrete patching material to meet tolerances. The cost of such correction of low areas shall be entirely the Contractors.

6. Removal and Disposal of Material

During the cold planing operation, the Contractor shall sweep the roadway with mechanical equipment and remove all loosened material from the project site until completion of the removal work.

All material removed shall be considered the property of the Contractor and shall be removed and legally disposed of at the Contractor's expense. At the request of the Engineer, proof of legal disposal shall be provided.

7. Air Pollution Control

The Contractor shall take all necessary measures to avoid the dispersion of dust.

8. Correction of Tear Out Areas

If tear-out to the underlying layers occurs during the cold planing operation, the Contractor shall adjust the operation to minimize tear-out. Corrections shall include changing the operation speed and replacing cutting teeth.

Changes in cold planing depth shall only be made with the approval of the Engineer.

Areas torn out by lack of diligence on the Contractor's part shall be corrected by placement of hot mix asphalt conforming to the requirements of these Special Provisions. Areas torn out due to pre-existing adhesion problems in the existing hot mix asphalt shall be corrected at the Town's expense as directed by the Engineer.

9. Temporary Transitions

The Contractor shall construct temporary pavement transitions at all paving conforms, planned edges, cross gutters, and commercial and residential driveways with drop-offs greater than 1-3/4 inch, prior to allowing traffic onto the paved surface. Such transitions shall have a maximum slope of 20:1 and be constructed on kraft paper or other suitable bond breaker such that upon removal of the transition a clean notch remains. Transitions shall be continuously maintained for the duration of the project such that they do not settle or break off.

10. Schedule

The Contractor shall schedule the work such that the final surface course is completed within five (5) working days after cold planing. Milled pavement surface shall not be opened to traffic and all traffic lanes shall be open to traffic outside the approved working hours, unless authorized otherwise in writing by the Engineer.

Pavement removed under bid items for "Remove & Replace HMA" of the various depths, and "6" Deep Lift Stabilization (Allowance)" shall be restored the same day as the removal.

Failure to comply with these provisions will subject the Contractor to \$1,500 per location per calendar day in liquidated damages. Multiple occurrences of liquidated damages per calendar day are not restricted.

D. Measurement and Payment

Cold planing required for areas of "**Remove & Replace 4" HMA**" and "**6" Deep Lift Stabilization (Allowance)**" will be included in the price paid for those items of work, and no additional compensation will be allowed.

TS-10 REMOVE AND REPLACE HMA / SKIN PATCH (HMA FILL) / DEEP LIFT STABILIZATION

A. General

The work shall consist of removing and replacing existing Hot Mix Asphalt, concrete, base, and/or native materials, if necessary, to the specified depth by cold planing.

Quantities for “**Remove & Replace HMA**” shown in the bid schedule will include a 25% increase allowance versus areas shown on the Plans. Only increased areas approved by the Town Engineer will be measured for payment.

B. Materials

The Hot Mix Asphalt for remove and replace 4” HMA, Skin Patch / HMA Fill, and 6” Deep Lift Stabilization (Allowance) shall conform to Section 39 of the 2010 Standard Specifications, and these Special Provisions.

C. Construction

The Town shall be notified forty-eight (48) hours prior to scheduling digout operation so that digout areas may be field marked. Where digouts are required after the cold plane operation, the Contractor shall provide the Town with a cleanly swept milled surface so the Town may determine the digout location extents. The Contractor shall allow forty-eight (48) hours after the cold plane operation for the Town to mark digout locations.

The pavement areas designated to be replaced shall be removed to a uniform depth as specified, and shall be removed by cold planing. Any broken or damaged pavement edges shall be re-cut prior to paving. All removed material shall be cleared from the site.

All pavement areas removed shall be restored the same day as the removal. **Failure to comply with these provisions will result in liquidated damage of \$1,500 per day per digout location.**

The excavated areas shall be graded as shown on the Plans as necessary to provide a uniform pavement thickness. The base rock or native soil shall be compacted to 95% relative compaction. Compaction testing shall be performed in accordance with CTM 216 and 231. All segregated or loose material shall be removed.

On areas where the underlying material appears to be wet or soft or where it deflects under wheel loads, the Contractor shall employ excavation and work techniques that do not worsen the sub-grade condition.

At the Engineer’s discretion, prior to placing aggregate base or Hot Mix Asphalt, each pavement replacement area shall be proof-rolled with a loaded construction vehicle, preferably a ten (10) cubic yard dump truck or equivalent. The compacted surface shall not visibly yield or deflect. Soft, yielding, unstable, or unsuitable areas shall be removed and replaced with base rock or Hot Mix Asphalt. If the areas were caused

or significantly worsened by the Contractor's operations, these areas shall be replaced at the Contractor's expense.

In the event that the underlying material is soft, yielding, unstable, or unsuitable, the Engineer may direct the Contractor to excavate to the depth of 0.5 feet below the design depth required above and disposed of in accordance with these Special Provisions. The limits of removal shall be designated by the Engineer. The resulting space shall be filled with a single lift of hot mix asphalt. Alternately the Engineer may direct the Contractor to place a first, thicker lift of hot mix asphalt by alternate means including by floating in with tracked equipment to bridge the unsuitable subgrade followed by conventional paving of subsequent lift(s).

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

1. Of such unstable nature as to be incapable of being compacted to specified density using ordinary methods at optimum moisture content, or
2. Too wet to be properly compacted and circumstances prevent in-place drying prior to incorporation into the work, or
3. Otherwise unsuitable for the planned use.

After compaction of the sub-grade, all vertical edges of existing pavement or concrete shall receive a tack coat immediately prior to paving. A tack coat between layers of Hot Mix Asphalt shall be required if not paved on the same day or if the surface has been contaminated or soiled. Any contamination or soiling shall be thoroughly cleaned and a tack coat placed between layers immediately prior to paving.

No prime coat shall be required.

Care shall be taken to ensure compaction of the inside corners of the first lift. Ramping shall not be allowed on the course placed immediately prior to the surface course.

A minimum of two (2) lifts shall be used for each replacement area with a depth greater than three (3) inches. The surface course shall be 1-1/2 inches minimum thickness. No single base or intermediate course may exceed three (3) inches, unless shown otherwise in the typical sections and construction details, or as allowed by the Engineer.

The repaired areas shall conform to the level of the surrounding pavement so that no elevation variation is evident. The surface shall have a maximum variation from high to low of 0.01 feet maximum when measured with a 12-foot level. Variation at the edges shall not exceed 0.01 feet maximum. When matching existing pavement, the finished surface shall not inhibit drainage. The upslope edge of the replacement

shall be 0.00 feet high to 0.01 feet low. On the downslope edge of the replacement, the finished surface shall be 0.01 feet high to 0.00 feet low. Any resulting variations shall be corrected to the satisfaction of the Engineer.

All material removed shall be considered the property of the Contractor and shall be removed and legally disposed of at the Contractor's expense. At the request of the Engineer, proof of legal disposal shall be provided.

D. Measurement and Payment

The contract price paid per square foot for **"Remove & Replace 4" HMA", Skin Patch / HMA Fill", and "6" Deep Lift Stabilization (Allowance)"** will include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in Remove & Replace HMA, complete in place, including cold planing, removal, off haul and disposal of existing pavement, concrete, brick, aggregate base and native material, proof rolling, compaction of base materials, tack coat, furnishing, placing and compaction HMA, and clean-up, as shown on the Plans, as specified in the Standard Specifications and in these Special Provisions, and as directed by the Engineer.

Quantities for **"Remove & Replace 4" HMA"** and **"6" Deep Lift Stabilization (Allowance)"** will be approved by the Engineer prior to commencing removal operations. The Town will not pay for remove and replace HMA areas that have not been approved by the Engineer in advance of any work.

Sections 9-1.06B "Increases of More Than 25 Percent", 9-1.06C "Decreases of More Than 25 Percent", and Section 9-1.07 "Payment Adjustments for Price Index Fluctuation" will not apply to the bid items related to remove and replace HMA.

TS-11 SLURRY SEAL (TYPE II W/ BLACK ROCK)

A. General

Placement of the slurry seal with black rock shall conform to these Special Provisions and Section 37 of the 2010 Standard Specifications.

The Contractor shall plan for proper quantities for daily placement of slurry so that it can be fully cured prior to removal of all traffic control. All work, including traffic control, shall be removed and open to traffic as required by the Town's working hours. **Failure to comply will result in either liquidated damages of \$300 per day per location or suspension of work.**

B. Materials

1. General

A minimum of twenty (20) working days prior to placement of the slurry seal, Contractor shall submit a mix design for Type II slurry seal. The design shall be prepared in accordance with the International Slurry Seal Association Design Technical Bulletin No. 111 dated January 1998. A change in either the aggregate or emulsion during the course of work shall require the preparation of a new mix design. **In addition to the requirements of Bulletin No. 111, the slurry seal mix design shall also contain 2.5 percent latex.**

The materials used in Type II slurry seal shall conform to Section 37-3.02B, "Materials", of the 2010 Standard Specifications.

Add Subsection 37-3.02B(4), "Aggregate," of the Standard Specifications.

Aggregate shall be 100% crushed with no rounded particles, volcanic in origin and black in color, as supplied by George Reed, Table Mountain, Sonora CA or equal.

Slurry seal shall have a maximum wet track abrasion of 50 g/ft² or 538 g/m².

2. Asphalt Emulsion

Asphalt emulsion shall conform to the provisions in Section 94-1.02, Table 3, "Requirements for Polymer Modified Asphaltic Emulsion," except as modified below, and shall be of the grade specified herein.

Asphalt emulsion shall be cationic type polymer modified asphaltic emulsion Grade PMCQS-1h. Bituminous binder shall be determined by use of California Test Method 302, Film Stripping, 10% Maximum, for Compatibility with Cationic or Anionic Emulsions.

Cationic type asphaltic emulsion Grade PMCQS-1h shall conform to the requirements in Section 37-3.02B(3), "Asphaltic Emulsion" of the 2010 Caltrans Specifications. Due to field conditions or performance of the finished product, modifications to the asphaltic emulsion may be necessary. Modifications shall be as requested by the Engineer, shall be within the ranges specified in these Special Provisions, and shall be performed at no additional cost to the Town.

The liquid rubber latex polymer shall be "co-milled" into the emulsion through the water phase at the time of manufacturing. Each load of polymer modified asphaltic emulsion shall have a certificate that guarantees that this "co-milling" process was used, and that also guarantees the percentage of liquid rubber latex polymer added to the asphaltic, or in the case of EVA the certificate shall guarantee the minimum amount of solid polymer was used in the asphalt prior to emulsification.

The Contractor shall submit a sample of the following materials:

- a. The base asphalt
- b. One quart of the polymer modified asphaltic emulsion

The above sample (No. 1) shall be submitted to the Engineer in a clean, air-tight, sealed, labeled **one-gallon** container, and the above sample (No. 2) shall be submitted in a clean, air-tight, sealed, labeled **one-quart** plastic container. Both samples shall be submitted a minimum of fourteen (14) days prior to the beginning of chip sealing work. The Engineer will have the submittal tested by an independent testing laboratory. No asphaltic emulsion shall be applied until the testing demonstrates that the proposed asphaltic emulsion conforms to the 2010 Standard Specifications and these Special Provisions. If the initial submittal does not conform, the costs of testing additional submittals shall be borne by the Contractor.

Additional samples of the polymer modified asphaltic emulsion, as delivered to the project, will be taken by the Engineer from the spray bar of the distributor truck at mid-load.

3. Screenings

The screenings shall conform to the Medium (3/8 inch by No. 6) gradation. The materials used in slurry sealing shall conform to Section 37-3.01B(2) and aggregate quality characteristics shall conform to the requirements in Subsection 37-3.02B(4), "Aggregate," of the 2010 Standard Specifications.

4. Submittals

The contractor shall provide material tags for tonnage of the aggregate and emulsion used to show that the application rate of aggregate and emulsion is within the range required by the specifications. If the application rate of aggregate or emulsion falls outside the minimum amount required, the Contractor shall reapply the slurry seal on those streets that are determined to have not met the contract requirements.

Contractor shall submit samples of asphaltic emulsion with certifications per these Special Provisions.

C. Construction

1. General

Placement of the slurry seal shall conform to these Special Provisions and Section 37 of the 2010 Standard Specifications.

The Contractor shall plan for proper quantities for daily placement of slurry so that it may be fully cured prior to removal of all traffic control. All work, including traffic control, shall be removed and open to traffic as required by the Town's working hours. **Failure to comply will result in either liquidated damages of \$300 per location per day or suspension of work.**

2. Preparation

All vegetation on pavement surfaces to be slurry sealed shall be removed completely in advance of the slurry seal and as required by the Engineer.

The roadway shall be crack sealed prior to slurry seal application.

Low areas and where the pavement has raveled to create holes, shall be skin patched prior to slurry sealing.

Slurry seals shall not be placed when the atmospheric temperature is below 65 degrees Fahrenheit or during unsuitable weather, unless approved otherwise by the Engineer.

The Contractor shall remove and dispose of all painted, preformed, and thermoplastic paint markings; and all raised pavement markers prior to placing slurry seal. Removal methods shall conform to Section 15-2.02C of the Standard Specifications.

It is the Contractor's responsibility to clean pavement surfaces prior to application of the slurry seal. Surfaces shall be free of clay, dust, weeds, and other objectionable materials that may adversely affect bonding of the slurry seal. Cleaning equipment shall be capable of effectively removing clay, dust, and other objectionable materials from the pavement surfaces. Protection and maintenance of the street surface, to the condition required for proper slurry seal application, shall be the sole responsibility of the Contractor. The Contractor shall reseal all areas of the pavement that have not been sealed properly and completely or have been damaged by traffic.

All surface oil and grease shall be removed, or sealed with emulsified gilsonite or an approved equivalent, prior to application of the slurry seal.

The sites for stockpiling and batching materials shall be clean and free from objectionable materials and shall be located outside the road right-of-way. Arrangements for these sites shall be the responsibility of the Contractor. If on private property, a written agreement shall be approved by the Town prior to commencing operations.

Contractor shall tie off survey monuments, manholes, water valves, and all other utilities prior to application of the slurry seal. Immediately before commencing the slurry seal operation, all surface metal utility covers (including survey monuments) shall be protected by thoroughly covering the surface with an appropriate adhesive and oiled or plastic paper. No adhesive material shall be permitted to cover, seal or fill the joint between the frame and cover of the structure. Covers are to be uncovered and cleaned of slurry material by the end of the same work day.

No slurry seal shall be placed until the pavement area has been prepared to the satisfaction of the Engineer, including but not limited to tie downs for striping dimensions.

3. Application

Type II slurry seal with black rock shall be applied twenty-four (24) hours after placement of the crack seal. Slurry seal shall be applied onto the gutter lip but shall not extend more than 3/4 inch onto the gutter lip. Both applications shall be at the rates specified in the Standard Specifications and as approved by the Engineer.

Contractor shall apply slurry using a minimum of three (3) continuous mixers of twelve (12) cubic yards or greater capacity; one (1) mixer to be applying slurry, while the other two (2) machines are in transit to and from the batch site. Contractor shall provide a coordinator, at least one (1) competent quickset mixing man, one (1) driver for the mixer applying the slurry, and two (2) shuttle drivers for the machine in route to reload. Contractor shall also provide sufficient laborers for any handwork and cleanup required to ensure proper progress of the work. Slurry seal retention time in the pug mill by gate shut-off or other mechanical means. Transit mix trucks shall not be used.

After the emulsion has broken, the slurry seal shall be rolled with a 6 to 8-ton pneumatic tire roller with a minimum tire pressure of 40 psi. The roller shall be on site prior to the start of slurry placement. Areas that require rolling shall receive a minimum of two (2) full coverage passes.

Adequate means shall be provided to protect the slurry seal from damage by traffic until such time that the mixture has cured sufficiently so that a slurry seal will not adhere to and be picked up by the tires of the vehicles. In the event the slurry seal does not set in eight (8) hours, the Contractor shall not be allowed to place additional material the following day without approval of the Engineer.

Hand tools shall be available in order to remove spillage. Ridges or bumps in the finished surface will not be permitted.

The mixture shall be uniform and homogeneous after spreading on the road and shall not show separation of the emulsion and aggregate after settling.

Any slurry seal tracked onto concrete facilities by the Contractor's vehicles or equipment, or by resident's vehicles shall be removed by power washing or other means at the Contractor's expense.

4. Street Sweeping

After completing, setting, and rolling of the slurry seal, any loose material shall be immediately removed by sweeping with a vacuum sweeper the day of application. Interim sweeping using a vacuum sweeper shall be accomplished as more loose material appears. At a minimum, interim sweeping shall be accomplished on the 3rd, 7th, 14th and 21st day after surfacing. A final post construction sweeping of all the slurry seal streets shall be performed thirty (30) days after completion of all of the slurry sealing. The entire street surface, including sidewalks and driveways, shall be swept to the satisfaction of the Town. No loose material shall be allowed in the street, gutters, sidewalks or other areas. If necessary, the Contractor shall employ additional vacuum sweepers to remove the loose materials.

Final cleaning of the streets shall include removal of any tracked material, misapplied slurry seal, cleaning of all utility covers of any new or old materials, and removal of any miscellaneous debris resulting from construction activities.

5. Engineer's Acceptance

Sampling for testing will be taken of the slurry seal in place, at the Contractor's expense, to determine the amount of material used. Compliance with the mix design will be verified by the Town's testing laboratory. The Engineer may sample material from stockpiles, trucks, application equipment, or during application. Required testing includes Wet Track Abrasion, g/m², (TB100): 538 maximum. **Failure to comply will result in either liquidated damages of \$300 per location per day or suspension of work. Assessment of these liquidated damages shall not relieve the Contractor of any obligation to maintain the street and to provide interim sweepings as required herein.**

D. Measurement and Payment

The contract unit price paid per square yard for **“Slurry Seal (Type II w/ Black Rock) & Crack Seal”** will include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in Slurry Seal (Type II w/ Black Rock) and Crack Seal, complete in place, including covering street facilities, protecting the slurry seal until it has set, rolling and sweeping, sampling and testing, and clean-up, as shown on the Plans, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer.

TS-12 CRACK SEAL

A. General

The work shall comply with Section 37-6 Crack Treatment of the Caltrans Standard Specifications except as modified in these Special Provisions.

The work shall consist of mechanically routing cracks, cleaning, treating and removing vegetation, and cleaning and filling cracks greater than 1/8-inches wide on existing pavement surfaces with rubber asphalt joint seal prior to slurry seal application, as specified in these Special Provisions, and as directed by the Engineer.

Contractor shall crack treat vegetation by applying herbicide or by use of other mechanically removal methods approved by Engineer to all existing weed growth within the roadway area from curb face to curb face, including the joint between the gutter lip and asphalt pavement, prior to sealing.

B. Materials

Crack sealant shall be a mixture of paving asphalt and ground rubber and shall conform to ASTM D5078, Type II. Sealant material shall cure immediately upon cooling to a sufficient viscosity to prevent tracking.

Herbicide shall be organic or Non-Proposition 65, E.P.A. approved herbicide, or equivalent, as approved by the Engineer. Contractor shall submit a product information sheet on the herbicide to be used.

C. Construction

1. Construction Sequencing

Cracks equal to (1/8) inch shall be mechanically routed to a sufficient area and depth to complete the work as shown on the Plans with the equipment referenced in the Equipment Section below or approved equal.

2. Herbicide

All cracks indicating weed growth are to be sprayed and cleaned as follows:

- a. The Contractor shall apply herbicide, or use other approved mechanical removal methods, to all existing weed growth within the roadway area from curb face to curb face including the joint between the gutter lip and asphalt pavement. A minimum of two (2) applications shall be made with a minimum period of seven (7) calendar days between applications. The second application shall be applied to treated areas and any additional new weed growth between applications. Any new weed growth shall be treated a third time after a minimum of seven (7) days from the second application. The herbicide shall be organic or Non-Proposition 65, E.P.A. approved herbicide. The applied herbicide shall include a dye that is visible after the herbicide dries. The herbicide shall be applied by a licensed applicator and shall comply with the manufacturers' recommendations.
- b. Seven (7) days after the last application of herbicide (either the second or third), all remaining vegetation in the cracks shall be mechanically removed.

All existing vegetation, outside the areas to be cleared and grubbed, shall be protected from the Contractor's operations unless specifically shown on the Plans to be removed.

Immediately prior to applying the sealant, the cracks shall be cleaned with high pressure air jets to remove all residue and foreign material. Any remaining weed growth shall be physically removed. Water jets will not be allowed. Crack surfaces shall be surface dry at the time the sealant is applied.

3. Sealing

During all construction operations, the Contractor shall protect cracks cleaned for sealing from intrusions of solid foreign materials into the groove or into the sealant.

All properly prepared cracks shall be sealed by inserting a nozzle into the crack and filling it from the bottom up with approved sealant materials. This includes cracks along the face of curb or gutter lip and asphalt pavement.

Crack seal materials shall be placed in conformance with the manufacturer's recommendations. Crack seal materials shall not be placed when the surface temperature is below 50 degrees Fahrenheit.

The finished crack seal shall be bonded to the crack such that there is no separation or opening between the sealant and the crack edge and there shall be no cracks, separation or other opening in the sealant.

4. Squeegeeing

After filling the cracks with the sealant, they are to be squeegeed with a “U” shaped squeegee so as to strike off excess material and to provide a band-aid effect with the sealant. After the sealant has cooled, there may be a slight depression of not more than 1/8-inch below the adjacent pavement.

The Contractor shall remove crack seal material that is not placed within the conformance of these provisions, clean cracks as specified herein and then reseal the cracks at their expense.

5. Sweeping

All streets shall be swept on a daily basis after the material has set up adequately so that the sweeper will not do any damage to the sealant.

6. Equipment

Router: Shall be a two-wheeled, impact router, such as the Crafcro 200 router or equal, capable of following random cracks.

Sealant Machine: Shall be a double boiler heat system, such as the Crafcro EZ Pour 200 Sealant Machine or equal, capable of heating the sealant to Manufacturer’s recommendations without placing direct heat onto the sealant.

Compressor: The compressor shall be capable of providing a minimum of 100 psi at the nozzle for removal of any debris, dirt, or vegetation that may be in the cracks after the routing.

Squeegee: Shall be a “U” shaped, rubber-footed tool capable of leveling off the sealant without leaving an excess of material on the cracks after filling.

D. Measurement and Payment

Full compensation for Crack Seal will be considered as included in the contract price paid for “Slurry Seal (Type II w/ Black Rock) & Crack Seal” and no additional compensation will be allowed therefor.

Section 9-1.07 “Payment Adjustments for Price Index Fluctuation” of the 2018 Caltrans Standard Specifications shall not apply to crack sealant.

TS-13 ASPHALT TACK COAT

A. General

Work to be performed shall comply with Subsection 39-2.01B(10) and shall cover all labor, materials, tools, equipment, and incidentals necessary to furnish and apply complete in-place tack coat in conjunction with the HMA placement and other asphalt paving work.

Submittals

B. Materials

The tack coat shall be emulsified asphalt of grades RS1, RS2, SS1, or SS1h, conforming to Section 94, "Asphaltic Emulsions", or paving grade asphalt conforming to section 92, "Asphalts," of the Standard Specifications.

C. Application

The tack coat shall not be applied until the preparation of the existing surface has been completed, and then only so far in advance of placing the hot mix asphalt as permitted by the Engineer. Preparation of the surface shall be performed as described in these Special Provisions. No tack coat shall be left exposed overnight. Immediately in advance of placing the hot mix asphalt, additional tack coat shall be applied as directed by the Engineer to areas where previously applied tack coat has been destroyed or otherwise rendered ineffective, and no additional compensation will be allowed, therefor.

Existing concrete curb faces shall be protected against discoloration from the asphalt. Residue of the material shall be removed from curb faces by sandblasting to the extent required by the Engineer.

Tack coat shall be applied as specified in Subsections 39-1.09 of the Standard Specifications and these Special Provisions.

The Engineer will determine if the pavement is sufficiently dry for the application of the tack coat. Further, tack coat shall not be applied when the temperature of the surface to be tacked is below 40 degrees Fahrenheit in the shade, unless approved otherwise by the Engineer.

Tack coat shall be applied to all vertical edges to be paved against including curb faces and gutter lips. The Contractor shall protect concrete surfaces that are not to be paved against from tack coat spray or splash. Any tack coat more than one inch above the paving surface shall be removed by power washing or other means.

D. Measurement and Payment

Full compensation for **"Asphalt Tack Coat"** will be considered as included in the contract prices paid for the various bid items of work involved and no additional compensation will be allowed therefor.

TS-16 PRUNE & REMOVE TREE ROOTS

A. General

The work shall consist of pruning and removing the existing tree roots as detailed on the Plans, and coordination with Town arborist. Removal of tree roots shall be done adjacent to and under all damaged pavement to be removed and replaced under this contract. Any damage to irrigation systems or other utilities caused by the Contractor shall be repaired by the Contractor at their expense. Pavement shall be removed in such a manner that tree roots and trunk are not damaged or scarred.

B. Construction

The contractor shall notify the Town five (5) days in advance of any root pruning so that the Town arborist can be on site to inspect the operation. No root pruning work can be performed without the Town arborist present unless authorized by the Town Engineer.

All roots encountered within the areas of **“Remove & Replace HMA”** shall be cut by hand (i.e. chain saw, hand pruners, hand saw, axe, etc.) or a root pruner approved by the Town arborist, such as, Dosko Model RC 14SP. Root removal by other mechanical means (trencher, backhoe, loader, etc.) is specifically prohibited.

Roots between the area of **“Remove and Replace HMA”** and tree are not to be disturbed. Roots outside these areas may be removed by any means after the existing pavement, base and/or native material is performed and roots therein removed.

Damage to the tree due to lack of care, protection or following these Specifications shall be subject to financial damages up to the cost of removing and replacing the damaged tree. Damage assessment shall be made by the Town’s Certified Arborist.

C. Measurement and Payment

The contract unit price paid for **“Prune & Remove Tree Roots (Under PCC/HMA Repairs)”** will include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in Prune Tree, complete in place, including excavation, root removal and disposal, backfill and clean-up, as shown on the Plans, as specified in the Standard Specifications and in these Special Provisions, and as directed by the Engineer.

Prune & Remove Tree Roots will be measured and paid for by the unit price at each HMA or PCC repair location, regardless of the number of roots pruned and removed at each location.

TS-17 LOWERING AND ADJUSTING EXISTING UTILITY FACILITIES TO GRADE

A. General

This work shall consist of raising or adjusting existing utility facilities such as manholes, valve boxes, sewer clean-outs, monument boxes, electrical and water meter boxes to the finish grade of the resurfaced asphalt pavement. On roadways to be milled, facilities shall first be lowered prior to cold planing and then adjusted to finish grade after completion of the resurfacing work, unless shown otherwise on the Plans, or as directed by the Engineer.

The Contractor is responsible for obtaining and purchasing from the appropriate governing jurisdiction any required permits associated with lowering or adjusting to finish grade all utility frames and covers within the limits of work.

B. Construction

1. General

The Contractor shall properly locate and tie all existing facilities to be lowered and raised in advance of cold planing and paving operations. A minimum of two (2) reference points shall be provided on face or top of curb showing distance to utility that is lowered or to be adjusted, and utility type. After all facilities have been adjusted to finished grade, the Contractor shall remove all reference points to the satisfaction of the Town Engineer.

Care shall be taken to keep frames and covers clean. The Contractor shall completely protect with heavy plastic or other suitable material all utility covers or other items that are visible on the surface and will be covered by their operations. This shall be completed prior to the start of operations and approved by the Engineer. Any materials that adhere to the frames and covers shall be removed.

Facilities damaged by the Contractor shall be replaced at the Contractor's expense. Facilities (box and lid or frame and cover) found existing in a damaged condition, and reported to the Engineer before disturbing, shall be replaced by the Contractor with materials furnished by the Owner.

The Contractor shall notify owners of private utility facilities seven (7) days prior to the start of the resurfacing work. Such owners may request the contractor to lower and raise the private facilities.

2. Lowering

Lower frames and covers of existing facilities before cold planning to sufficient depth so that cold planing equipment passes safely over the top of the lowered frame and cover without damaging it. Contractor shall temporarily fill utility depression with compacted hot-mix asphalt (HMA) before opening the lanes to public traffic. The Contractor shall be

responsible for maintaining any temporary HMA material over these facilities until the final paving surface is installed.

Where frames and covers cannot be lowered prior to cold planning, cold planer equipment shall “pick-up” and “set-down” on either side of the covers. Non-milled asphalt pavement around lid or cover shall be removed by other means to the specified depth. Lids and covers shall then be protected utilizing the following alternatives:

1. Ramp section (cut-back) around frame and cover and paint white.
2. Place lighted Portable Barricade over frame and cover (only allowed if outside of traffic lane and if approved by the Engineer).

3. Adjustments and Tolerances

The concrete around these adjusted facilities in the roadway shall be brought up to 1-1/2 inches below the finished pavement elevation. After concrete has been placed and cured, 3/8 inch HMA (Type A) shall be used to raise the final surface adjacent to the adjusted utility covers to match the finished pavement elevation.

The surface of the adjusted facilities shall be true to the new pavement surface to within a 1/8-inch deviation. This tolerance shall apply in a single direction only, either up or down. In addition, the adjusted facility shall not vary to the high tolerance on one side and the low tolerance on the other (i.e. the total aggregate tolerance on both sides shall be limited to the 1/8-inch variation). This variation shall apply to the adjacent patch paving around the facility such that neither the paving nor facility vary by more than the stated tolerances.

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

Mortar used in resetting manhole covers shall conform to the provision in Section 51-1.02F, “Mortar” of the Standard Specifications.

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

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

All existing frames, grates, and casting owned by Ross Valley Sanitation District (RVSD) shall be replaced. New frames, grates, and castings will be furnished by RVSD and installed by the Contractor. It shall be the responsibility of the Contractor to coordinate with and pick-up all new frames, grates and castings from the RVSD Corp Yard located at 2000 Larkspur Landing Circle, Larkspur, CA. The existing frames, grates, and castings removed shall be considered the property of the Contractor and shall be removed and legally disposed of at the Contractor's expense. At the request of the Engineer, proof of legal disposal shall be provided.

4. Schedule

All facilities shall be adjusted to finish grade within seventy-two (72) hours after the placement of the final surface paving. If several lifts of pavement are to be placed, the facilities shall be raised if the paving operation ceases for more than seventy-two (72) hours, or as approved by the Engineer.

Failure to comply with these schedule provisions shall incur a liquidated damages of \$500 per utility cover per day.

5. Survey Monuments

Where new survey monument covers are required or where existing survey monument covers are to be lowered and adjusted to finished grade, the Contractor shall perform the work without disturbing the location of the monument. If the monument is disturbed the Contractor shall be responsible for re-establishing it as a monument in accordance with State laws. The work for installation of a new cover over an existing monument shall include removal and replacement of the hot mix asphalt around the monument.

C. Measurement and Payment

Lowering utility frames and covers of the various types is only required when the utility is located in an area of cold plane. Regardless of the Contractor's means and methods, payment for the lowering utilities will only be made on streets that are cold planed/milled, or when a utility is located in an area of remove and replace HMA or keycut.

All utilities of the various types shall require adjustment to finish grade after placement of the final surface course, unless shown otherwise on the Plans.

All quantities will be determined from actual counts. The unit costs will govern regardless of the method used to make the adjustments.

The contract unit price paid for **“Lower Gas Valve Cover”, “Lower Sanitary Sewer Manhole Cover”, “Lower Storm Drain Manhole Cover”, “Lower Water Valve Cover”, “Adjust Gas Valve Cover to Finish Grade”, “Adjust Sanitary Sewer Manhole Cover to Finish Grade”, “Adjust Storm Drain Manhole Cover to Finish Grade”, and “Adjust Water Valve Cover to Finish Grade”** will include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in lowering and raising utility frames and covers to grade, complete in place, including coordination with the utility companies, obtaining and paying for any required permits, replacing disturbed monuments, salvaging existing utility frames and covers, furnishing and placing concrete, mortar, and 3/8” HMA, as shown on the Plans, as specified in the Standard Specifications and these special provision, and as directed by the Engineer.

TS-18 TRAFFIC STRIPES, PAVEMENT MARKINGS AND PAVEMENT MARKERS

A. General

1. Summary

Work under this section shall include removing and replacing traffic striping, pavement markings, raised pavement markers (RPMs), and paint.

Traffic striping, pavement markings, and paint shall comply with Section 84, "Markings" of the 2018 Standard Specifications except as modified in these Special Provisions.

RPMs shall comply with Section 81-3, "Pavement Markers" of the 2018 Standard Specifications except as modified in these Special Provisions.

2. Submittals

Contractor shall submit the following for each batch of thermoplastic, paint, and glass beads:

- i. Certificate of compliance, including the product name, lot or batch number, and manufacture date
- ii. METS notification letter stating that the material is authorized for use, except for thermoplastic
- iii. SDS
- iv. Material data sheet for thermoplastic primer

For each lot or batch thermoplastic, Contractor shall submit a manufacturer's certificate of compliance with test results (per California Test 423) for the tests listed below. The date of test shall be within one (1) year of use.

- i. Brookfield Thermosel viscosity
- ii. Hardness
- iii. Yellowness index, white only
- iv. Daytime Luminance factor
- v. Yellow color, yellow only
- vi. Glass bead content
- vii. Binder content

For glass beads used in drop-on applications and in thermoplastic formulations, submit a certificate of compliance and test results for each lot of beads specifying the EPA test methods used and tracing the lot to the specific test sample. The testing for lead and arsenic content shall be performed by an independent testing laboratory.

Contractor shall submit a certificate of compliance for each type of RPM used.

B. Materials

1. Thermoplastic

Thermoplastic shall comply with State Specification PTH-02SPRAY, PTH-02HYDRO, or PTH-02ALKYD.

2. Glass Beads

Glass beads applied to molten thermoplastic material shall be Type 2 beads complying with AASHTO M 247. The glass beads shall have a coating that promotes adhesion of the beads to thermoplastic.

3. Raised Pavement Markers (RPMs)

RPMs shall be on the Authorized Material List for signing and delineation materials.

Each package of RPMs delivered to the job site shall be marked with the following:

- i. Manufacturer's name
- ii. Type
- iii. Color
- iv. Quantity
- v. Lot number

vi. Date of manufacture

3. Paint

White and Yellow paint shall be a Waterborne traffic line conforming to State Specification PTWB-01R2.

Blue, Red, and Green paint shall be a Waterborne traffic line for the international symbol of accessibility and other curb markings conforming to Federal Specification TT-P-1952E.

Curb paint shall be Ennis Flint Standard Fast Dry Waterborne Traffic Paint, or an approved equivalent. Color codes for Ennis Flint are as follows:

- Red 985204
- White 985201
- Blue 985205
- Yellow 985202
- Green 985206

C. Construction

1. General

Removal and installation of traffic striping, pavement markings, and curb paint shall comply with Section 84-2.03, "Construction" of the 2018 Standard Specifications.

Removal and installation of RPMs shall comply with Section 81-3.03, "Construction" of the 2018 Standard Specifications.

2. Existing Striping and Markings

In areas adjacent to the reconstructed surfacing where existing striping shall be changed to conform to a revised striping pattern, conflicting striping shall be removed by sand blasting, grinding, or other methods as specified in the Standard Specifications or by the Engineer. A primer of the type recommended by the manufacturer of the thermoplastic material shall be applied over the existing pavement to be covered with thermoplastic material.

In areas to be overlaid, the Contractor shall remove all existing thermoplastic striping by sand blasting, grinding, or other methods as specified in the Standard Specifications or by the Engineer.

The Contractor shall replace all striping that has been damaged or obliterated by or during the work. This shall include striping replacement completely across the street even in the event that the Contractor's work may not extend that far. Both lines of each crosswalk shall be completely repainted even if only a portion of a line has been obliterated.

When the Contractor's work removes, or reduces the visual appearance of a lane line or centerline, the Contractor shall replace all striping between the adjacent intersections in both directions. Where a median exists, this work shall be required only in the roadway where the work has occurred, unless a detour that altered the pavement markings occurred in the other roadway. In such cases, the striping will be replaced in both directions.

3. Layout for Temporary and Permanent Striping

All alignments and layout measurements, and other work necessary to locate and replace traffic stripes, pavement markings, and RPMs shall be performed by the Contractor.

The Town will not provide any assistance, information, or materials to the Contractor. It will be entirely the responsibility of the Contractor to perform all necessary pre-construction and construction layout work, obtain all necessary measurements and information, and prepare all plans for performing the striping and marking work as specified. All traffic control systems necessary for performing striping and marking, as directed by the Engineer, shall be the responsibility of the Contractor.

Traffic striping, pavement markings, and RPMs shall be placed in the same pattern and locations as they were previously, except as shown on the Plans or modified herein. The Contractor shall physically tie down the location of the beginning and ending of each paint or thermoplastic marking type in the adjacent curb top. The marking location shall not exceed 50 square inches each. Any locations exceeding this limit shall be removed by the Contractor prior to acceptance of the work. The Contractor shall contact the Town Engineer for review of tie downs.

The Contractor shall be responsible for accurately referencing out and replacing the lines and positions of all traffic lines, directional lines, arrows, and other markings in accordance with the Plans and Town standard markings by cat tracking with painted marks. This shall occur no later than two (2) hours behind the final surface course paving operation.

Cat tracking shall consist of stretching a rope on a straight line between control points on tangent alignment and on a true arc through control points

on curved alignment and placing spots of paint along the rope. Temporary tab markers shall be placed not more than 12 feet apart on curves nor more than 24 feet apart on straight segments.

Temporary tab markers shall be the same color as the traffic stripe that they are replacing, shall measure 2 inches tall by 3-1/2 inches wide, and have a reflective lens across the width of the marker.

Prior to application of permanent striping and markers, the Contractor shall call for review and approval of the proposed striping by the Town's Traffic Engineer or agent. The Town shall have the right to make changes in the location and alignment of line stripes. Striping and traffic markings shall not be applied until after approval is granted by the Traffic Engineer. The Contractor shall allow a minimum of five (5) working days for review of the layout by the Town, and shall notify the Town one (1) week before layout is scheduled for review.

4. Pavement Stencils

The Contractor shall use stencils that conform to Caltrans Standard Plans and Details.

5. Thermoplastic Traffic Stripes and Pavement Markings

Thermoplastic shall be applied as specified in Section 84-2.03C, "Application of Striping & Markings" of the 2018 Standard Specifications.

Pavement temperature shall be measured at the beginning of the shift on each working day and this information shall be provided to the Engineer.

No primer or thermoplastic shall be installed within forty-eight (48) hours from the last measurable rain report as provided by the Town.

6. Raised Pavement Markers (RPMs)

RPMs shall be placed to the line established by the Contractor and approved by the Engineer and shall consist of temporary painted line or new or existing stripes one (1) for each line of markers.

All additional work necessary to establish satisfactory lines for RPMs shall be performed by the Contractor.

RPMs shall be cemented to the pavement using a rapid set epoxy adhesive as specified in Section 95-1.02E, "Rapid Set Epoxy Adhesive for Placement Markers", of the Standard Specifications. At the option of the Contractor, a

hot melt bituminous adhesive may be used as specified in Section 81-3.02D, "Hot Melt Bituminous Adhesive", of the Standard Specifications

The filler material used in bituminous adhesive shall be Type PC, Grade III, calcium carbonate complying with ASTM D1199, and shall conform to the gradations as specified in Section 81-3.02D.

Bituminous adhesive shall be heated indirectly in an applicator with continuous agitation or recirculation. Bituminous adhesive shall not be heated above the maximum safe heating temperature recommended by the manufacturer and shall not be applied at temperatures greater than 425°F nor less than 375°F.

Immediately after application of the adhesive, RPMs shall be placed in position and pressure applied until firm contact is made with the pavement.

7. Curb Paint

If painted curb is removed and replaced with new curb, Contractor shall paint new curb in the same color and length as the removed curb. Contractor shall also paint curb as shown to the color and length shown on the Plans.

All existing curb paint shall be removed prior to application of new curb paint.

Use abrasive blast cleaning to remove laitance and curing compound from the surface of new concrete that is to receive the curb paint.

Application shall consist of **two (2) separate coats** of traffic paint of the appropriate color applied to the face and top of the curb.

Paint shall be used at its manufactured consistency.

8. Schedule

Temporary tab markers shall be placed the same day that the existing traffic striping and markings are removed, and the same day that any new pavement surface is placed. Tabs shall be placed for all lane lines, centerlines, crosswalk, and limit lines obliterated as part of the Contractor's work. Tabs shall be the same color as the traffic stripe that they are replacing, and shall measure 2 inches tall by 3-1/2 inches wide, and have a reflective lens across the width of the marker. Temporary yellow marking tape shall be used to denote school crosswalks.

Permanent traffic striping and pavement markings including centerlines, lane lines, legends, crosswalks and limit lines shall be placed no earlier than

fourteen (14) days and no later than twenty-one (21) days after paving or surfacing, unless otherwise directed by the Engineer.

When utilizing hot melt bituminous adhesive, RPMs shall be placed after the surface has been open to traffic for at least seven (7) days. When utilizing epoxy adhesive, RPMs shall be placed after the surface has been open to traffic for at least fourteen (14) days. Regardless of which adhesive is utilized, RPMs shall not be placed more than twenty-one (21) days after paving or surfacing.

Failure to comply with these requirements shall result in a liquidated damages of \$1,000 per day for each location that has not received temporary tab markers and marking tape, or permanent installation of the required traffic striping, or pavement markings or RPMs. Multiple occurrences of liquidated damages per calendar day are not restricted.

9. Clean-up

Upon completion of installing the traffic striping, pavement markings, raised pavement markers, and curb paint, the Contractor shall thoroughly clean the work site of all waste, rubbish, construction debris, drips, over sprays, improper markings, tracked thermoplastic materials, and curb markings, all shall be removed immediately from the pavement surface by methods approved by the Engineer.

D. Measurement and Payment

Subsection 9-1.06B, "Increases of More Than 25 Percent" and Subsection 9-1.06C, "Decreases of More than 25 Percent" shall not apply to the bid items related to removing and replacing traffic striping, pavement markings, and raised pavement markers.

The contract unit price paid for "Install Blue RPM at Fire Hydrant, Install White RPM, "Pavement Marking "25" Legend (Thermo)", "Pavement Marking "CLEAR" Legend (Thermo)", "Pavement Marking "KEEP" Legend (Thermo)", "Pavement Marking "LANE" Legend (Thermo)", "Pavement Marking "ONE" Legend (Thermo)", "Pavement Marking "STOP" Legend (Thermo)", "Pavement Marking "WAY" Legend (Thermo)", "Pavement Marking "TYPE I (10') ARROW" (Thermo)", "Pavement Marking "Green Backed Sharrow" Legend (Thermo), and "Pavement Marking "Bicycle Loop Detector Symbol" Legend (Thermo)" will include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in removing and applying pavement markings and raised pavement markers, complete in place, as shown on the Plans, as specified in the Standard Specifications and these special provision, and as directed by the Engineer.

The contract price paid per linear foot for **“4” White Line (Thermo)”, “12” White Crosswalk/Limit Line (Thermo)”, “12” Yellow Crosswalk (Thermo)”, “24” White Crosswalk (Thermo)”, “24” Yellow Crosswalk (Thermo)”, “Striping Detail #1 (Thermo)”, “Striping Detail #21 (Thermo)”, “Striping Detail #27B (Thermo)”, “Striping Detail #39A (Thermo)”, and “Red Curb Paint”** will include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in removing and applying thermoplastic traffic stripes and raised pavement markers, complete in place, as shown on the Plans, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer.

TS-20 FINAL CLEAN-UP

A. General

Before final inspection of the work, the Contractor shall clean the work and all ground occupied by them in connection with the work, of all rubbish, excess materials (including liquid asphalt), and equipment. All USA markings and curb reference points used to facilitate new striping layout and utility adjustments shall be removed.

Prior to the final street sweeping, all sidewalks, curbs, and gutters shall be thoroughly swept clean of all dirt, dust, and foreign material.

All parts of the work shall be left in neat and presentable condition.

B. Measurement and Payment

Full compensation for **“Final Clean-up”** will be considered as included in the contract prices paid for the various bid items of work involved and no additional will be allowed therefor.

APPENDIX A – BID ITEM QUANTITIES BY STREET

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TOWN OF FAIRFAX
FY 2024 SLURRY SEAL PROJECT
BID ITEM QUANTITIES

BID ITEM NO.	BID ITEM	PAYMENT REFERENCE	UNIT	Alder Court	Arroyo Road	Azalea Avenue	Baywood Court	Belle Avenue	Belmont Avenue	Bridge Court	Canyon Road	Canyon Road	Cascade Drive
				Lansdale Avenue to Dead End	Lower Scenic Road to Spruce Road	Sir Francis Drake Blvd to Sequoia Road	Lansdale Avenue to Dead End	Pastori Avenue to Town Limits	Kent Avenue to Town Limits	Dominga Avenue to Dead End	Cascade Drive to 1,017' W/O Cascade Drive	(1,017' W/O Cascade Drive to End)	Bolinas Road to Dead End
				2,340	7,752	15,780	8,460	15,750	7,602	1,552	14,238	23,851	162,801
1	Mobilization, Bonds & Insurance		LS										
2	Traffic Control		LS										
3	Water Pollution Control Program		LS										
4	Clearing, Grubbing, Trimming & Root Pruning		LS										
5	Crack Seal		LS										
6	Slurry Seal (Type II w/Black Rock)		SY	260	861	1,753	940	1,750	845	172	1,582	2,650	18,089
7	Remove & Replace 4" HMA		SF	35	330	2,938	200	679	260	0	3,009	8,658	9,141
8	Skin Patch / HMA Fill		SF										3,500
9	6" Deep Lift Stabilization (Allowance)		SF	2	17	147	10	34	13	0	150	433	457
10	Prune & Remove Tree Roots		EA									2	
11	Lower Gas Valve Cover		EA										1
12	Lower Manhole Cover		EA										
13	Lower Survey Monument Cover		EA										1
14	Lower Water Valve Cover		EA										1
15	Adjust Gas Valve Cover to Finish Grade		EA										1
16	Adjust Manhole Cover to Finish Grade		EA										
17	Adjust Survey Monument to Finish Grade		EA										1
18	Adjust Water Valve Cover to Finish Grade		EA										1
19	Install Blue RPM at Fire Hydrant		EA		1	2	1	1	1		1	5	15
20	Install White RPM at Crosswalk		EA										
21	4" White Line (Thermo)		LF			120							
22	12" White Crosswalk/Limit Line (Thermo)		LF	12	12	85	15	40	12		12		124
23	12" Yellow Crosswalk (Thermo)		LF										
24	24" White Crosswalk (Thermo)		LF										160
25	24" Yellow Crosswalk (Thermo)		LF										
26	Striping Detail #1 (Thermo)		LF										1,525
27	Striping Detail #21 (Thermo)		LF										3,235
28	Striping Detail #27B (Thermo)		LF										2,420
29	Striping Detail #39A (Thermo)		LF										
30	Pavement Marking "25" (Thermo)		EA										3
31	Pavement Marking "CLEAR" (Thermo)		EA										
32	Pavement Marking "KEEP" (Thermo)		EA										
33	Pavement Marking "LANE" (Thermo)		EA										
34	Pavement Marking "ONE" (Thermo)		EA			1							
35	Pavement Marking "STOP" (Thermo)		EA	1	1	5	1	4	2				4
36	Pavement Marking "WAY" (Thermo)		EA			1							
37	Pavement Marking "Type I (10') Arrow" (Thermo)		EA			1							
38	Pavement Marking "Bicycle Loop Detector Symbol" (Thermo)		EA										
39	Pavement Marking "Green Backed Sharrow" (Thermo)		EA		2	2							24
40	Red Curb		LS										

TOWN OF FAIRFAX
FY 2024 SLURRY SEAL PROJECT
BID ITEM QUANTITIES

BID ITEM NO.	BID ITEM	PAYMENT REFERENCE	UNIT	Coolidge Avenue	Court Lane	Hooper Lane San Anselmo	Lansdale Avenue	Lansdale Avenue San Anselmo	Manor Road	Manzanita Court	Mountain View Road	Muriel Place	Pastori Avenue
				Belmont Avenue to Belle Avenue	Dominga Avenue to Dead End	Lansdale Avenue to End	Pastori Avenue to Town Limits	Town Limits to San Anselmo Avenue	Scenic Road to Tamalpals Road	Manzanita Road to Dead End	Manzanita Road to Tamalpals Road	Scenic Road to Dead End	Sir Francis Drake Blvd to Center Avenue
				3,178	1,974	3,948	14,292	18,054	11,500	1,230	14,490	10,185	8,775
1	Mobilization, Bonds & Insurance		LS										
2	Traffic Control		LS										
3	Water Pollution Control Program		LS										
4	Clearing, Grubbing, Trimming & Root Pruning		LS										
5	Crack Seal		LS										
6	Slurry Seal (Type II w/Black Rock)		SY	353	219	439	1,588	2,006	1,278	137	1,610	1,132	975
7	Remove & Replace 4" HMA		SF	0	216	1,680	85	1,575	230	506	30	2,330	1,444
8	Skin Patch / HMA Fill		SF										
9	6" Deep Lift Stabilization (Allowance)		SF	0	11	84	4	79	12	25	2	117	72
10	Prune & Remove Tree Roots		EA					1					
11	Lower Gas Valve Cover		EA										
12	Lower Manhole Cover		EA										
13	Lower Survey Monument Cover		EA										
14	Lower Water Valve Cover		EA										
15	Adjust Gas Valve Cover to Finish Grade		EA										
16	Adjust Manhole Cover to Finish Grade		EA										
17	Adjust Survey Monument to Finish Grade		EA										
18	Adjust Water Valve Cover to Finish Grade		EA										
19	Install Blue RPM at Fire Hydrant		EA	1				1	1		1	1	1
20	Install White RPM at Crosswalk		EA				122	72					
21	4" White Line (Thermo)		LF										
22	12" White Crosswalk/Limit Line (Thermo)		LF			15	10	12	21				144
23	12" Yellow Crosswalk (Thermo)		LF										
24	24" White Crosswalk (Thermo)		LF				110	68					110
25	24" Yellow Crosswalk (Thermo)		LF										
26	Striping Detail #1 (Thermo)		LF										
27	Striping Detail #21 (Thermo)		LF										37
28	Striping Detail #27B (Thermo)		LF										
29	Striping Detail #39A (Thermo)		LF										144
30	Pavement Marking "25" (Thermo)		EA										
31	Pavement Marking "CLEAR" (Thermo)		EA										1
32	Pavement Marking "KEEP" (Thermo)		EA										1
33	Pavement Marking "LANE" (Thermo)		EA										1
34	Pavement Marking "ONE" (Thermo)		EA										
35	Pavement Marking "STOP" (Thermo)		EA				5	3	2				3
36	Pavement Marking "WAY" (Thermo)		EA										
37	Pavement Marking "Type I (10') Arrow" (Thermo)		EA										
38	Pavement Marking "Bicycle Loop Detector Symbol" (Thermo)		EA										1
39	Pavement Marking "Green Backed Sharrow" (Thermo)		EA										
40	Red Curb		LS										

TOWN OF FAIRFAX
FY 2024 SLURRY SEAL PROJECT
BID ITEM QUANTITIES

BID ITEM NO.	BID ITEM	PAYMENT REFERENCE	UNIT	Piper Court	Piper Lane	San Miguel Court	Scenic Road 1	Scenic Road 2	Scenic Road 3	Shemran Court	Spruce Road	Tamalpais Road 1	Tamalpais Road 2
				Piper Lane to Dead End	Oak Manor Drive to Dead End	Sir Francis Drake Blvd to Dead End	Redwood Road to Tamalpais Road	Shapiro Lane to Bay Road	Holly Road to Redwood Road	Sir Francis Drake Blvd to Dead End	Park Road to Arroyo Road	Scenic Road to Mountain View Road	Mountain View Road to Berry Trail
				11,316	34,068	9,407	8,120	7,490	13,830	17,575	7,320	7,080	12,525
1	Mobilization, Bonds & Insurance		LS										
2	Traffic Control		LS										
3	Water Pollution Control Program		LS										
4	Clearing, Grubbing, Trimming & Root Pruning		LS										
5	Crack Seal		LS										
6	Slurry Seal (Type II w/Black Rock)		SY	1,257	3,785	1,045	902	832	1,537	1,953	813	787	1,392
7	Remove & Replace 4" HMA		SF	20	30	6,643	400	1,193	6,931	60	2,490	1,010	2,751
8	Skin Patch / HMA Fill		SF						900				
9	6" Deep Lift Stabilization (Allowance)		SF	1	2	332	20	60	347	3	125	51	138
10	Prune & Remove Tree Roots		EA								1		
11	Lower Gas Valve Cover		EA										
12	Lower Manhole Cover		EA			2					1		
13	Lower Survey Monument Cover		EA										
14	Lower Water Valve Cover		EA			1					1		1
15	Adjust Gas Valve Cover to Finish Grade		EA										
16	Adjust Manhole Cover to Finish Grade		EA			2					1		
17	Adjust Survey Monument to Finish Grade		EA										
18	Adjust Water Valve Cover to Finish Grade		EA			1					1		1
19	Install Blue RPM at Fire Hydrant		EA	1	2	1		2	2	1	2	2	3
20	Install White RPM at Crosswalk		EA										
21	4" White Line (Thermo)		LF										
22	12" White Crosswalk/Limit Line (Thermo)		LF	10	18	18	20			17		32	
23	12" Yellow Crosswalk (Thermo)		LF		108								
24	24" White Crosswalk (Thermo)		LF										
25	24" Yellow Crosswalk (Thermo)		LF		130								
26	Striping Detail #1 (Thermo)		LF										
27	Striping Detail #21 (Thermo)		LF										
28	Striping Detail #27B (Thermo)		LF										
29	Striping Detail #39A (Thermo)		LF										
30	Pavement Marking "25" (Thermo)		EA										
31	Pavement Marking "CLEAR" (Thermo)		EA										
32	Pavement Marking "KEEP" (Thermo)		EA										
33	Pavement Marking "LANE" (Thermo)		EA										
34	Pavement Marking "ONE" (Thermo)		EA										
35	Pavement Marking "STOP" (Thermo)		EA	1	1	1	1			1	1	2	
36	Pavement Marking "WAY" (Thermo)		EA										
37	Pavement Marking "Type I (10') Arrow" (Thermo)		EA										
38	Pavement Marking "Bicycle Loop Detector Symbol" (Thermo)		EA										
39	Pavement Marking "Green Backed Sharrow" (Thermo)		EA								1		
40	Red Curb		LS										

TOWN OF FAIRFAX
FY 2024 SLURRY SEAL PROJECT
BID ITEM QUANTITIES

BID ITEM NO.	BID ITEM	PAYMENT REFERENCE	UNIT	TOTAL ESTIMATED QUANTITY
1	Mobilization, Bonds & Insurance		LS	1
2	Traffic Control		LS	1
3	Water Pollution Control Program		LS	1
4	Clearing, Grubbing, Trimming & Root Pruning		LS	1
5	Crack Seal		LS	1
6	Slurry Seal (Type II w/Black Rock)		SY	52,943
7	Remove & Replace 4" HMA		SF	54,873
8	Skin Patch / HMA Fill		SF	4,400
9	6" Deep Lift Stabilization (Allowance)		SF	2,744
10	Prune & Remove Tree Roots		EA	4
11	Lower Gas Valve Cover		EA	1
12	Lower Manhole Cover		EA	3
13	Lower Survey Monument Cover		EA	1
14	Lower Water Valve Cover		EA	4
15	Adjust Gas Valve Cover to Finish Grade		EA	1
16	Adjust Manhole Cover to Finish Grade		EA	3
17	Adjust Survey Monument to Finish Grade		EA	1
18	Adjust Water Valve Cover to Finish Grade		EA	4
19	Install Blue RPM at Fire Hydrant		EA	49
20	Install White RPM at Crosswalk		EA	194
21	4" White Line (Thermo)		LF	120
22	12" White Crosswalk/Limit Line (Thermo)		LF	629
23	12" Yellow Crosswalk (Thermo)		LF	108
24	24" White Crosswalk (Thermo)		LF	448
25	24" Yellow Crosswalk (Thermo)		LF	130
26	Striping Detail #1 (Thermo)		LF	1,525
27	Striping Detail #21 (Thermo)		LF	3,272
28	Striping Detail #27B (Thermo)		LF	2,420
29	Striping Detail #39A (Thermo)		LF	144
30	Pavement Marking "25" (Thermo)		EA	3
31	Pavement Marking "CLEAR" (Thermo)		EA	1
32	Pavement Marking "KEEP" (Thermo)		EA	1
33	Pavement Marking "LANE" (Thermo)		EA	1
34	Pavement Marking "ONE" (Thermo)		EA	1
35	Pavement Marking "STOP" (Thermo)		EA	39
36	Pavement Marking "WAY" (Thermo)		EA	1
37	Pavement Marking "Type I (10') Arrow" (Thermo)		EA	1
38	Pavement Marking "Bicycle Loop Detector Symbol" (Thermo)		EA	1
39	Pavement Marking "Green Backed Sharrow" (Thermo)		EA	29
40	Red Curb		LS	1

APPENDIX B – STANDARD PLANS

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APPENDIX B – STANDARD PLANS

2023 Caltrans Standard Plans

1. A20A – Pavement Markers and Traffic Lines Typical Details
2. A20B – Pavement Markers and Traffic Lines Typical Details
3. A20D – Pavement Markers and Traffic Lines Typical Details
4. A24A – Pavement Markings Arrows
5. A24C – Pavement Markings Symbols and Numerals
6. A24D – Pavement Markings Words
7. A24E – Pavement Markings Words, Limit and Yield Lines
8. A24F – Pavement Markings Crosswalks
9. SD 11 – Manhole Adjust to Finish Grade

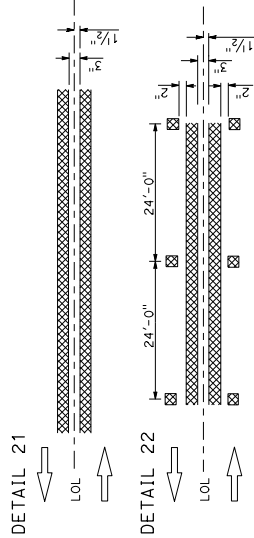
DIST.	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET TOTAL NO. SHEETS

Alta Feroz
REGISTERED CIVIL ENGINEER

MAY 31, 2018
THIS PLAN IS THE PROPERTY OF THE STATE OF CALIFORNIA. IT IS TO BE USED FOR THE PROJECT AND NO PART THEREOF SHALL BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, WITHOUT PERMISSION OF THE STATE OF CALIFORNIA.

PROFESSIONAL ENGINEER
ALTA FEROZ
No. CB0402
CIVIL
STATE OF CALIFORNIA

NO PASSING ZONES-TWO DIRECTION



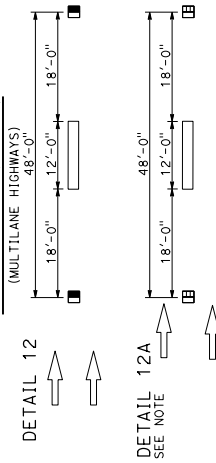
DETAIL 23 DELETED

DETAIL 23 DELETED

LEGEND
MARKERS

- TYPE C RED-CLEAR RETROREFLECTIVE
- TYPE D TWO-WAY YELLOW RETROREFLECTIVE
- TYPE G ONE-WAY CLEAR RETROREFLECTIVE
- TYPE H ONE-WAY YELLOW RETROREFLECTIVE

LANELINES (Cont)

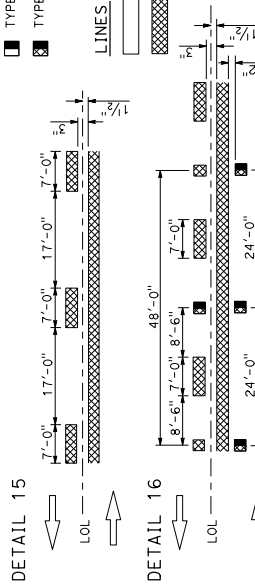


DETAIL 13 DELETED

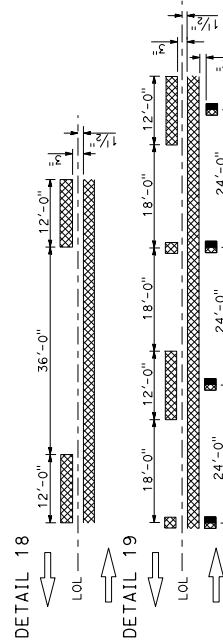
DETAIL 14 DELETED

DETAIL 14A DELETED

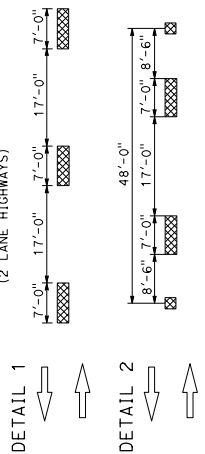
NO PASSING ZONES-ONE DIRECTION



DETAIL 17 DELETED

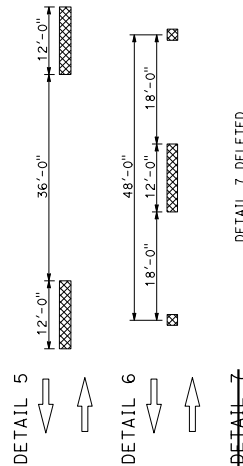


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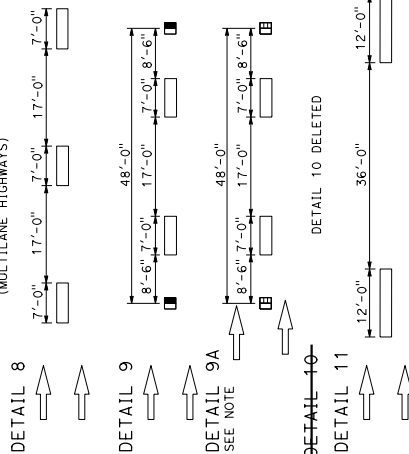
NOTE:
FOR FREEWAY APPLICATION ONLYCENTERLINES
(2 LANE HIGHWAYS)

DETAIL 3 DELETED

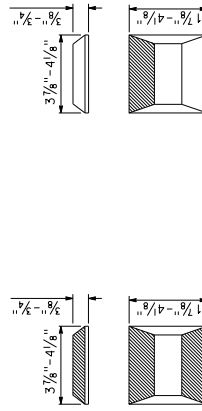
DETAIL 4 DELETED



DETAIL 7 DELETED

LANELINES
(MULTILANE HIGHWAYS)

DETAIL 10 DELETED



TYPE C AND TYPE D TYPE G AND TYPE H

RETROREFLECTIVE FACE

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATIONPAVEMENT MARKERS
AND TRAFFIC LINES
TYPICAL DETAILS

NO SCALE

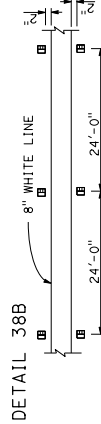
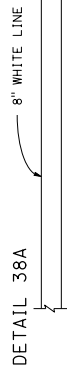
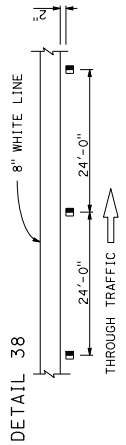
A20A

DIST	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET TOTALS NO. SHEETS

Alta Ferouz
REGISTERED CIVIL ENGINEER
No. CB0402
Exp. 3-31-19
MAY 31, 2018
DATE
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PROFESSIONAL ENGINEER
Alta Ferouz
No. CB0402
Exp. 3-31-19
MAY 31, 2018
DATE

CHANNELIZING LINE

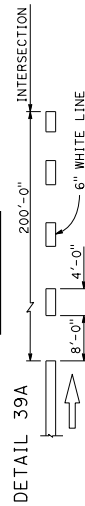


DETAIL 38C DELETED

BIKE LANE LINE



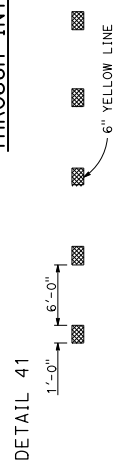
INTERSECTION LINE BIKE LANE



DETAIL 40



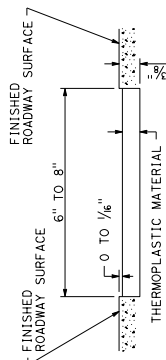
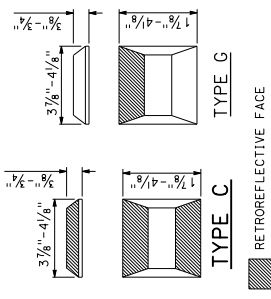
CENTER LINE EXTENSIONS THROUGH INTERSECTIONS



LEGEND MARKERS

- TYPE C RED-CLEAR RETROREFLECTIVE
- TYPE G ONE-WAY CLEAR RETROREFLECTIVE
- 6" YELLOW LINE

MARKER DETAILS



DETAIL FOR RECESSED TERMOPLASTIC TRAFFIC STRIPE

See Notes A and B.

RECESSED THERMOPLASTIC NOTES

- See typical traffic line details for pavement marking patterns.
- The top of the thermoPlastic installed in recessed pavement shall be 0 to 1/16 inch below the pavement surface.

LANE LINE EXTENSIONS THROUGH INTERSECTIONS

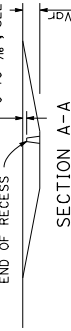
DETAIL 40A DELETED

CENTER LINE EXTENSIONS THROUGH INTERSECTIONS

DETAIL 41A DELETED

RETROREFLECTIVE PAVEMENT
MARKER AT EITHER
END OF RECESS

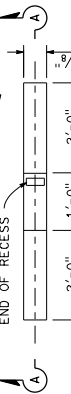
0 TO 3/16", SEE NOTE 3



SECTION A-A

RETROREFLECTIVE PAVEMENT
MARKER AT EITHER
END OF RECESS

0 TO 3/16", SEE NOTE 3



SECTION B-B

RETROREFLECTIVE PAVEMENT
MARKER AT DOWNSTREAM
END OF RECESS

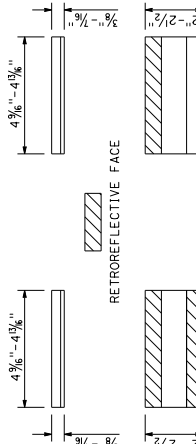
0 TO 3/16", SEE NOTE 3



SECTION B-B

RECESS DETAIL FOR RETROREFLECTIVE PAVEMENT MARKER

- RECESSED MARKER NOTES:
- See typical traffic line details for marker patterns to be used with recessed pavement markers. Detail 14A requires a Type 2 recess.
 - The retroreflective pavement markers shown for recessed installations are not to be used for non-recessed installations.
 - The top of pavement markers installed in recesses shall be 0 to 3/16 inch below the pavement surface.



RETROREFLECTIVE PAVEMENT MARKER FOR RECESSED INSTALLATION

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

PAVEMENT MARKERS AND TRAFFIC LINES TYPICAL DETAILS

NO SCALE

A20D

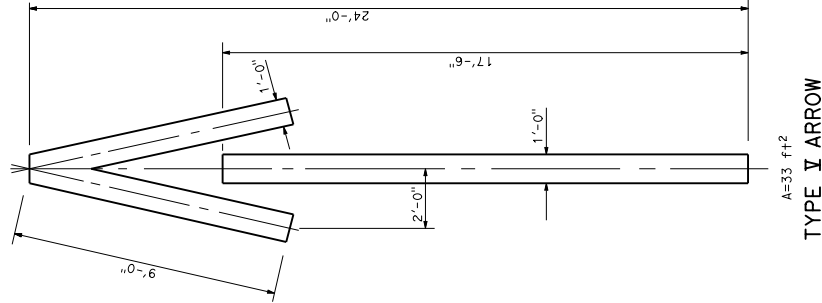
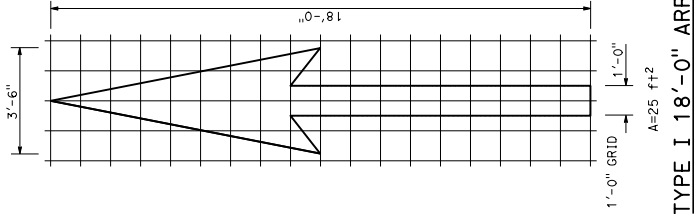
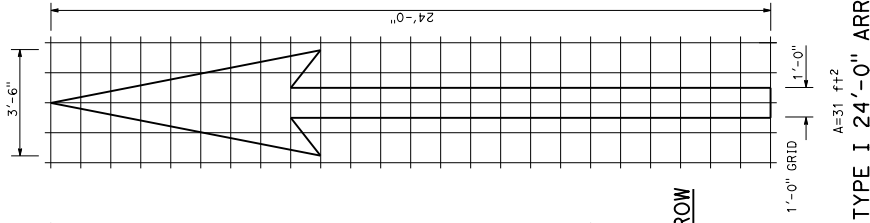
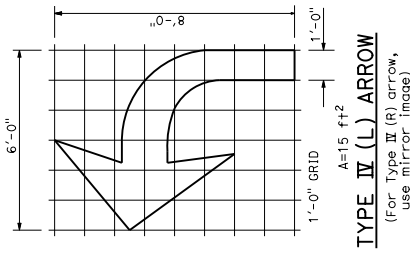
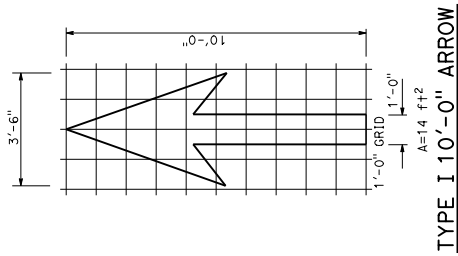
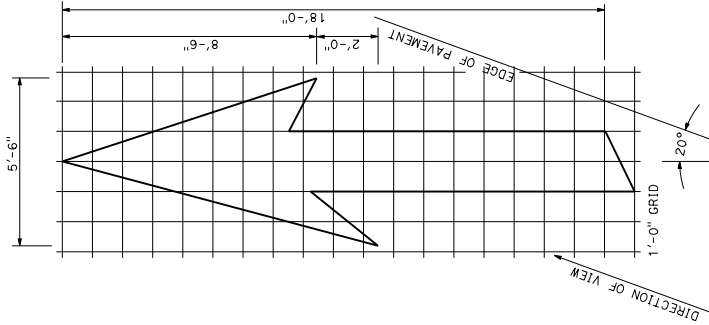
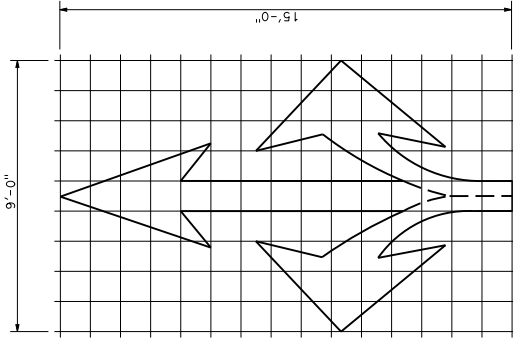
DIST	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET TOTAL NO. SHEETS

Alfred J. Feroz
REGISTERED CIVIL ENGINEER

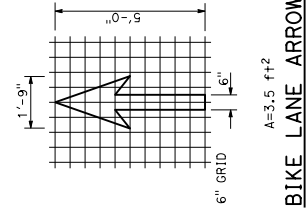
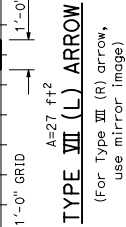
May 31, 2018
PROJECT NO. CB0402
SHEET NO. 3-31-19
CIVIL
STATE OF CALIFORNIA

REGISTERED PROFESSIONAL ENGINEER
No. 3-31-19
CIVIL
STATE OF CALIFORNIA

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NOTE:
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may be accepted by the Engineer.



STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION
**PAVEMENT MARKINGS
ARROWS**
NO SCALE

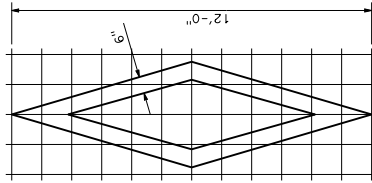
A24A

DIST	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET TOTAL NO. SHEETS

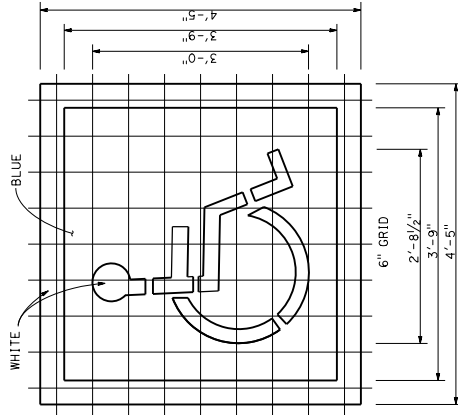


REGISTERED CIVIL ENGINEER
Alta Ferrell
MAY 31, 2018
BUREAU OF HIGHWAYS
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by the Engineer.

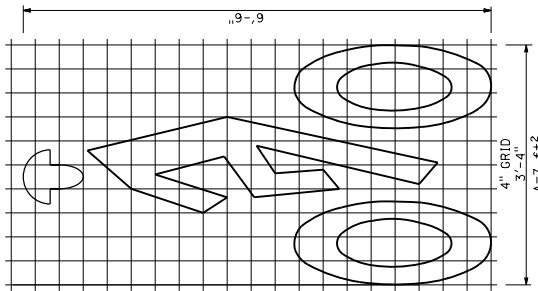


DIAMOND SYMBOL

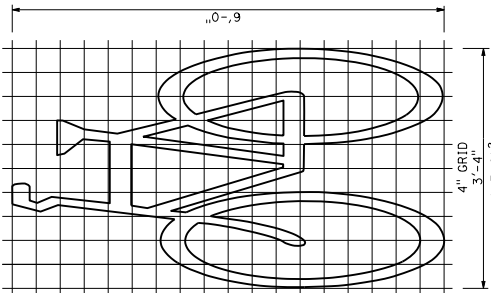


A (WHITE) = 9 ft+2
A (BLUE) = 14 ft+2

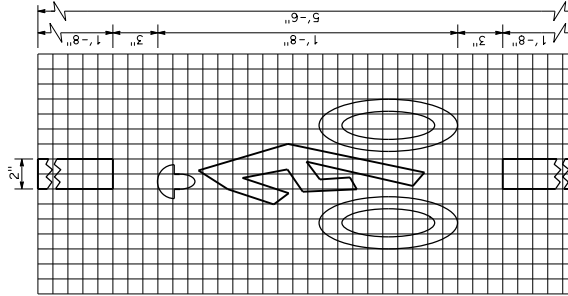
**INTERNATIONAL SYMBOL
OF ACCESSIBILITY (ISA) MARKING**



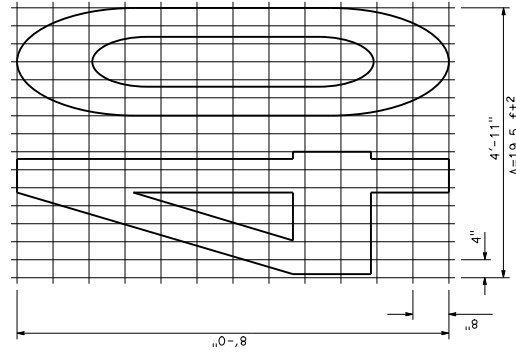
**BIKE LANE SYMBOL
WITH PERSON**



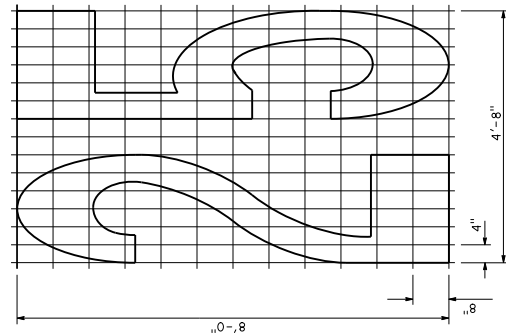
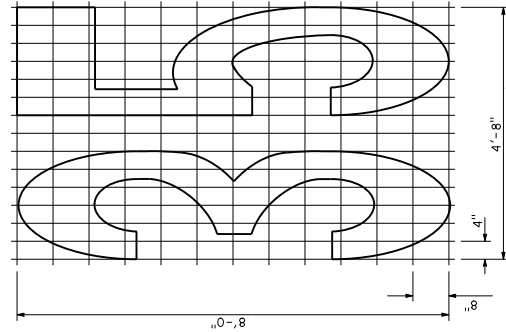
**BIKE LANE SYMBOL
WITHOUT PERSON**



**BIKE LOOP
DETECTOR SYMBOL**



NUMERALS



SHARED ROADWAY BICYCLE MARKING

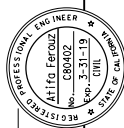
STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

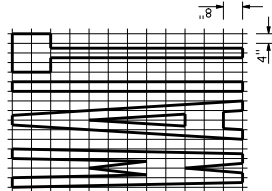
**PAVEMENT MARKINGS
SYMBOLS AND NUMERALS**

NO SCALE

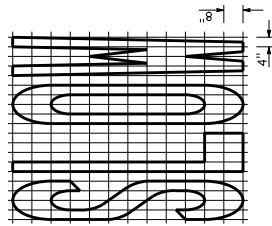
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DIST	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET TOTAL NO. SHEETS

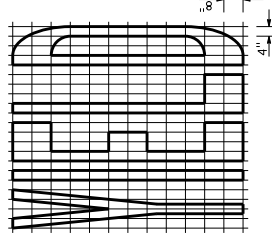
	
Atiq Ferouzi REGISTERED CIVIL ENGINEER MAY 31, 2018 BUILDING APPROVAL DATE THE STATE OF CALIFORNIA OR ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF ANY COPIES OF THIS PLAN SHEET.	



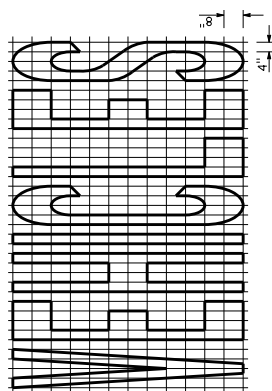
A=19 f +2



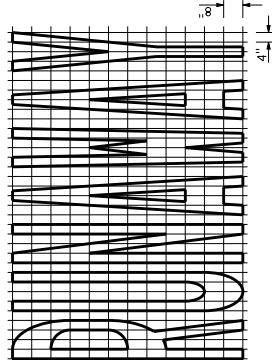
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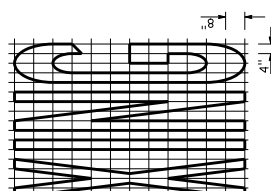
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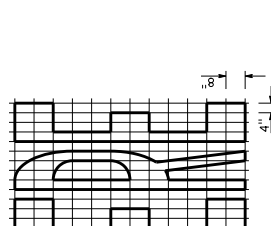
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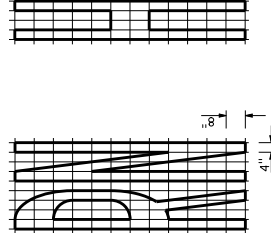
A=43 f +2



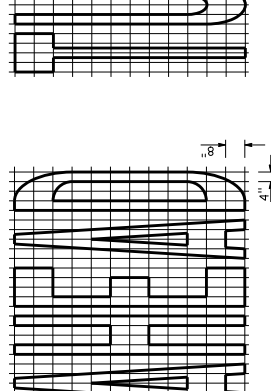
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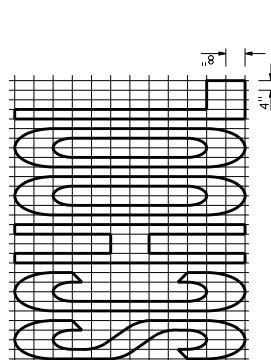
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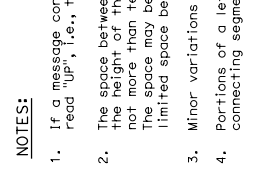
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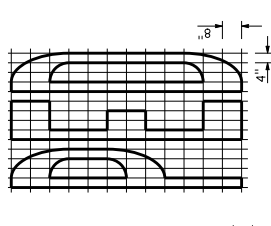
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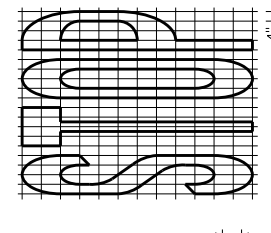
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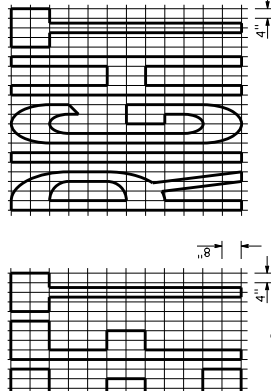
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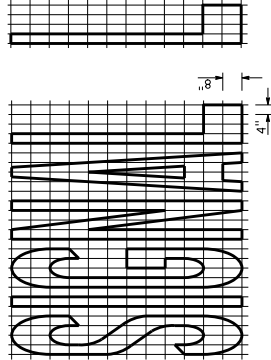
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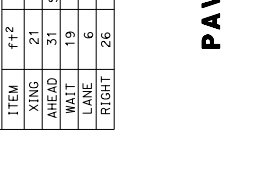
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A=19 f +2



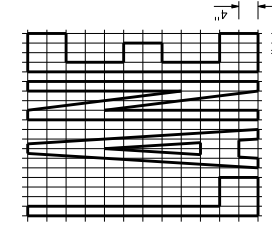
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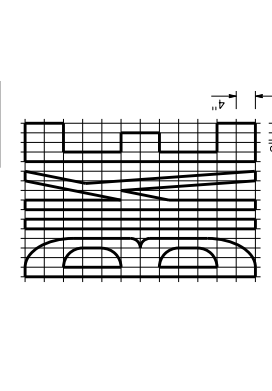
A=6 f +2



A=5 f +2



A=10 f +2



WORD MARKINGS					
ITEM	f +2	ITEM	f +2	ITEM	f +2
XING	21	YIELD	24	BIKE	5
AHEAD	31	SCHOOL	35	SLOW	23
WAIT	19	SIGNAL	32	STOP	22
LANE	6	TURN	24	LEFT	19
RIGHT	26	HERE	26	VEHICLES	42

 STATE OF CALIFORNIA
 DEPARTMENT OF TRANSPORTATION

PAVEMENT MARKINGS WORDS

NO SCALE

A 24D

Dist COUNTY ROUTE POST MILES TOTAL PROJECT SHEET TOTAL NO. SHEETS

Alfonso Ferruz

REGISTERED CIVIL ENGINEER

May 31, 2018

PLANS APPROVED

THE STATE OF CALIFORNIA DEPT. OF TRANSPORTATION

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Alfonso Ferruz

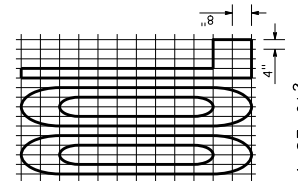
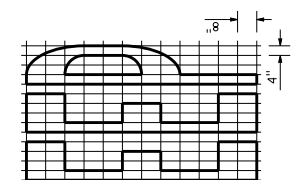
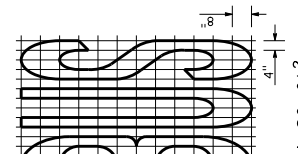
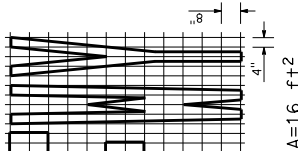
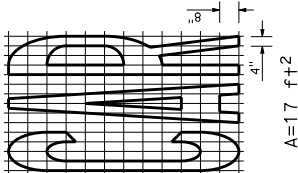
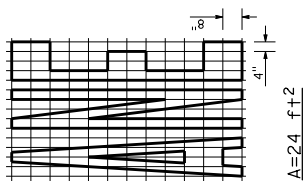
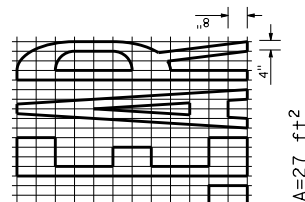
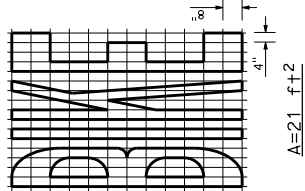
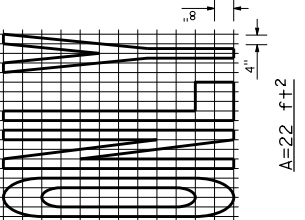
REGISTERED CIVIL ENGINEER

May 31, 2018

PLANS APPROVED

THE STATE OF CALIFORNIA DEPT. OF TRANSPORTATION

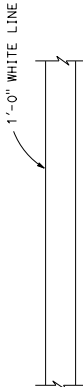
ON AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF THIS PLAN SHEET.



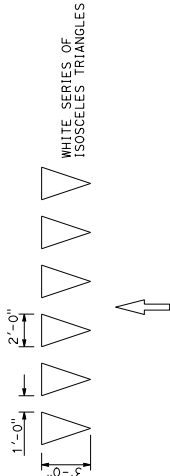
ITEM	f+2	ITEM	f+2
LANE	24	NO	14
POOL	23	BIKE	21
CAR	17	BUS	20
CLEAR	27	ONLY	22
KEEP	24	FWY	16

NOTES:

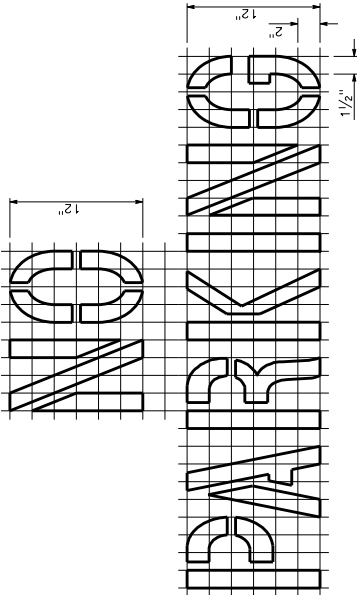
1. If a message consists of more than one word, it must read "UP", i.e., the first word must be nearest the driver.
2. The space between words must be at least four times the height of the characters for low speed roads, but not more than ten times the height of the characters. The space may be reduced appropriately where there is limited space because of local conditions.
3. Minor variations in dimensions may be accepted by the Engineer.
4. Portions of a letter, number or symbol may be separated by connecting segments not to exceed 2" in width.
5. The words "NO PARKING" pavement marking is to be used for parking facilities. For typical locations of markings, see Standard Plans A90A and A90B.
6. The words "NO PARKING" shall be painted in white letters no less than 1/2" high on a contrasting background and located so that it is visible to traffic enforcement officials.



LIMIT LINE (STOP LINE)



YIELD LINE



A=2 f+2
See Notes 6 and 7

PAVEMENT MARKINGS
WORDS, LIMIT AND YIELD LINES

NO SCALE

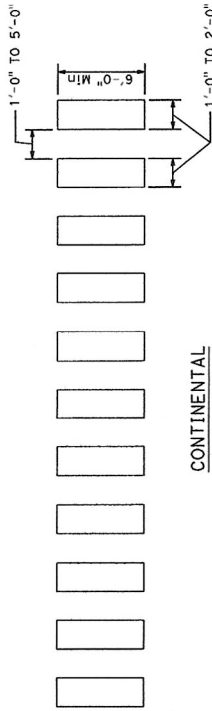
A 24E

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

POST MILES	SHEET TOTAL
TOTAL PROJECT	NO. SHEETS
COUNTY	ROUTE
REGISTERED CIVIL ENGINEER	
MOY 1, 2023	
PLANS APPROVAL DATE	
THE STATE OF CALIFORNIA OR ITS OFFICERS	
OR AGENTS SHALL NOT BE RESPONSIBLE FOR	
THE ACCURACY OR COMPLETENESS OF ANY	
COPIES OF THIS PLAN SHEET	

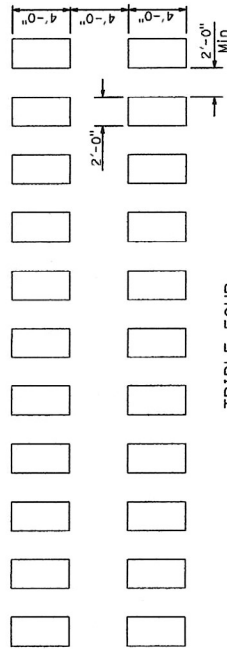
NOTES:

1. Spaces between markings must be placed in wheel tracks of each lane.
2. Spacings not to exceed 2.5 x width of longitudinal line.
3. All crosswalk markings must be white except those near schools must be yellow.



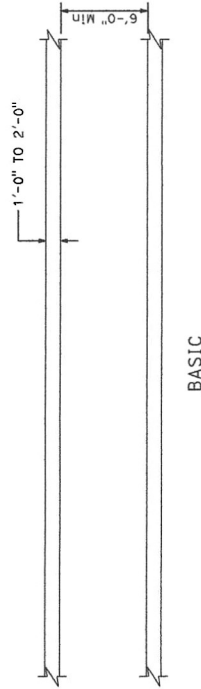
CONTINENTAL

See Note 1

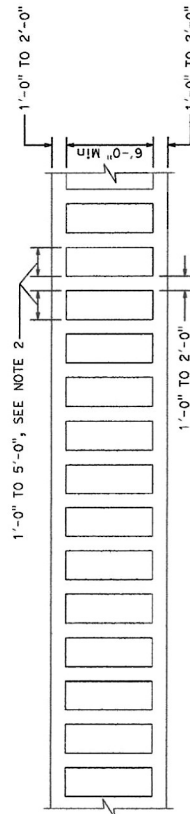


TRIPLE FOUR

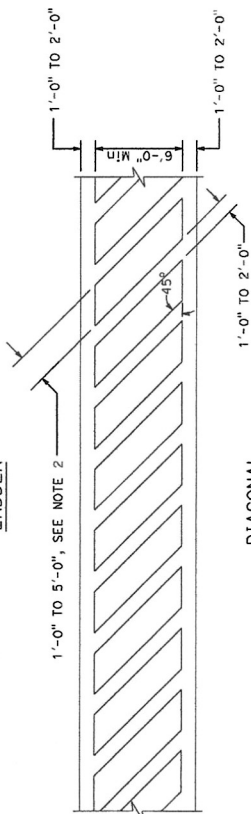
See Note 1



BASIC



LADDER



DIAGONAL

HIGHER VISIBILITY CROSSWALKS

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION
**PAVEMENT MARKINGS
CROSSWALKS**
NO SCALE

A24F



1. FRAME AND COVER SHALL CONFORM TO ROAD SURFACE FINISH GRADE WITHIN 1/8".



NO.	BY	DATE	REVISION

ROSS VALLEY SANITARY DISTRICT STANDARD DRAWINGS

MANHOLE ADJUSTMENT TO FINISH GRADE

SD-11