



SLOPE STABILIZATION 139 OAK SPRINGS DRIVE

SPECIAL PROVISIONS

For use in Connection with the Project Bid Book, Project Plans, the Standard Specifications and Standard Plans of the California Department of Transportation dated **2015**, the Revised Standard Specifications of the California Department of Transportation current on March 26, 2018, the Caltrans Labor Surcharge and Equipment Rental Rates in effect on the date the work is accomplished, and the current Marin Uniform Construction Standards.

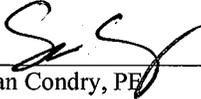
Bid Opening:
May 9, 2018 at 10:00 a.m.
Town of San Anselmo
Council Chambers
525 San Anselmo Avenue
San Anselmo, CA 94960

March 26, 2018

SLOPE STABILIZATION 139 OAK SPRINGS DRIVE

These Special Provisions were prepared under the Direction of the following licensed persons:




Sean Condry, PE
Town Engineer
Town of San Anselmo



Eric Dabavian, GE
Engineer
Miller Pacific Engineering Group

IMPORTANT SPECIAL NOTICE

- THE “PROPOSAL AND CONTRACT” BOOK HAS BEEN RETITLED AND IS NOW THE “BID” BOOK.
- THE “NOTICE TO CONTRACTORS” HAS BEEN RETITLED AND IS NOW THE “NOTICE TO BIDDERS.”
- THE “GENERAL PROVISIONS” HAVE BEEN RETITLED AND ARE NOW INCLUDED IN THE SPECIAL PROVISIONS UNDER DIVISION I.
- THE SPECIAL PROVISIONS HAVE BEEN CHANGED TO REFERENCE THE 2015 STATE STANDARD SPECIFICATIONS.
- A REFERENCE TO A STANDARD SPECIFICATION HEADING IS ONLY MADE WHEN MODIFYING THE SECTION AND IS NOT A COMPREHENSIVE LISTING OF THE SECTIONS WHICH APPLY TO THE PROJECT. UNLESS DELETED, ALL SECTIONS APPLY TO THE PROJECT. SECTIONS WHICH ARE NOT DELETED, ADDED, OR MODIFIED BY THE SPECIAL PROVISIONS REMAIN AS WRITTEN AND AS MODIFIED BY THE REVISED STANDARD SPECIFICATIONS CURRENT ON MARCH 26, 2018. ANY MODIFICATION TO A SECTION DOES NOT CHANGE THE REST OF THE SECTION. ANY PARAGRAPH ADDED OR DELETED BY A REVISION CLAUSE DOES NOT CHANGE THE PARAGRAPH NUMBERING OF THE STANDARD SPECIFICATIONS FOR ANY OTHER REFERENCE TO A PARAGRAPH OF THE STANDARD SPECIFICATIONS.

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TOWN OF SAN ANSELMO
NOTICE TO BIDDERS

INVITING SEALED PROPOSALS FOR
SLOPE STABILIZATION 139 OAK SPRINGS DRIVE

NOTICE IS HEREBY GIVEN that sealed proposals will be received by the Town of San Anselmo, Department of Public Works, 525 San Anselmo Avenue, San Anselmo, California 94960, until 10:00 a.m., May 9, 2018, at which time they will be publicly opened and read for: **SLOPE STABILIZATION 139 OAK SPRINGS DRIVE**.

This project is to be advertised pursuant to Public Contract Code 22037 and San Anselmo Municipal Code 2-10.06.

This project is subject to state contract nondiscrimination and compliance requirements pursuant to Government Code, Section 12990.

SCOPE: The bid shall cover all costs for all work involved and furnishing of the resources and activities that are required for the SLOPE STABILIZATION 139 OAK SPRINGS DRIVE. The work to be performed under this contract consists of, but is not limited to: constructing a 97-foot long cast-in-drilled-hole (CIDH) with tiebacks retaining structure adjacent to 139 Oak Springs Drive in San Anselmo. The work shall include asphalt removal, roadway construction, excavation, drilling, traffic control and other miscellaneous items not mentioned above.

ENGINEER'S COST ESTIMATE: \$180,000

NUMBER OF WORKING DAYS: 20

LIQUIDATED DAMAGES: \$1,400

No pre-bid meeting is scheduled for this project.

INSPECTION OF DOCUMENTS: Plans, Notice to Bidders, Bid Book, and Special Provisions may be viewed at the Department of Public Works, 525 San Anselmo Avenue, San Anselmo CA 94960, and may be purchased at a nonrefundable cost of \$50 per set. If mailed by standard USPS, an additional nonrefundable fee of \$25 is required. Next day delivery service is available for a nonrefundable processing fee of \$20 and requires a recipient account number. Make checks payable to the Town of San Anselmo. The Town does not guarantee the arrival of plans and specifications in time for bidding.

ELIGIBILITY: Bidders must hold a valid license to perform the required work as provided by the Business and Professions Code and may be required to submit evidence to the Town as to their ability, financial responsibility, and experience, in order to be eligible for consideration of their proposal. The Contractor shall possess a valid Class A License for the State of California at the time contract is awarded. Prior to submitting a bid, the Contractor and subcontractors must be registered with the Department of Industrial Relations and qualified to perform public work pursuant to Labor Code section 17255.5, subject to limited legal exceptions under Labor Code section 1771.4. This contract will be subject to compliance monitoring and enforcement by the Department of Industrial Relations pursuant to Labor Code section 1771.4.

BID: Bids must cover the entire project and neither partial nor contingent bids will be considered. Bids must be submitted as a completed Bid Book with bidder's security and signed copies of all issued addenda.

BIDDER'S SECURITY: Bids shall be accompanied by one of the following forms of bidder's security equal to at least 10 percent of the bid and made out to Town of San Anselmo: Certified Check, Cashier's Check, Bidder's Bond. If using a bidder's bond, use the form in the Bid Book or a form containing the same information.

ADDENDA: When issued, addenda will be on file at the Town of San Anselmo, Department of Public Works at least 72 hours before bids are opened. In addition, all addenda will be faxed or e-mailed to persons on the Town's Bid Holder's List; however, it shall be the bidder's responsibility to ensure that the contact information is correct and to make inquiry as to the addenda issued. All such addenda shall become part of the contract documents and all bidders shall be bound by such addenda whether or not received by the bidders. Bidders who acquire project bid documents from sources other than directly from the Town of San Anselmo are not on the Town's bid holder's list and are solely responsible for inquiring about and acquiring all addenda. If the Town issues any addendum that results in a material change to the invitation for bids, the date and time for submitting bids will be extended by at least 72 hours and the revised bid opening date will be noted on the addendum.

PREVAILING WAGES: In compliance with the provisions of Section 1777.6 of the Labor Code of the State of California, as amended, the Contractor and each of his Subcontractors shall keep an accurate payroll record, showing the name, address, social security number, work classifications, straight time, and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, or worker employed by them in connection with the Project. Said records shall be available for inspection at all reasonable hours, and copies shall be made available to the employer or his authorized representative, the State Division of Labor Standards Enforcement, the State Division of Apprenticeship Standards, and the Town. Attention is directed to Section 7-1.02K (2), "Wages," of the Standard Specifications and The General Prevailing Wage Rates determined by the Director of Industrial Relations for Town of San Anselmo where the work is to be completed. Copies of said wage rates are available at the Labor Compliance Office and at the Public Works Department, 525 San Anselmo Avenue, San Anselmo. Changes, if any, to the general prevailing wage rates will be available at the same location.

ACKNOWLEDGEMENT OF CONDITIONS: By submitting a bid in response to this notice inviting bids, the bidder shall be conclusively deemed to have visited the site, read, understood and agreed with all of the information and materials contained in the bid documents, including but not limited to the Contract, the Bid Book, the Special Provisions, the Project Plans, the 2015 Caltrans Standard Plans and Specifications, the Revised Standard Specifications current on March 26, 2018, the required indemnification obligation, and the required nature and amount of insurance and endorsements and certificates evidencing such insurance.

BID OPENING: Bids will be opened and read at the Town of San Anselmo Town Hall on the day specified above. Bids must cover the entire project, and neither partial nor contingent bids will be considered.

BID PROTEST: All bid protests shall be in writing and delivered to the Town of San Anselmo Public Works Director within five (5) working days following the determination of the lowest responsible bidder. If necessary, a hearing may be held to determine the position of all involved parties.

AWARD: Award of contract, if awarded, will be to the lowest responsible bidder whose proposal complies with prescribed requirements, and will be within **fourteen (14)** days after receipt of proposals. The Town of San Anselmo reserves the right to reject any or all bids or any portion of any bid and/or waive any irregularity in any bid received.

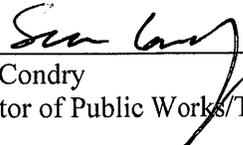
BONDS: The successful bidder must furnish a Performance Bond, a Payment Bond, and a Defective Material and Workmanship Bond. The Performance Bond shall be in an amount equal to one hundred percent (100%) of the total amount bid by the Contractor in his proposal. The Payment Bond shall be in an amount equal to one hundred percent (100%) of the total amount bid by the Contractor in his proposal. The Defective Material and Workmanship Bond shall be in an amount equal to not less than ten percent (10%) of the contract cost of work determined in the final pay estimated prepared by the Engineer. The surety for such security shall be currently admitted to transact surety insurance by the California Department of Insurance and shall carry a Best's rating of no less than A.

Failure of the successful bidder to execute and return the contract, or to file acceptable bond, as required, within the time allotted shall be cause for the annulment of the award and forfeiture of the bidder's security.

The bidder's security of unsuccessful bidders may be retained by the Town of San Anselmo for a period of 30 days after award. If a bidder to whom the contract is awarded fails, or refuses, to execute the contract within 12 days of notice of award, as herein provided, the Director of Public Works may award to the next lowest bidder and apply the bidder's security of the bidder failing, or refusing, to execute contract as herein required. The bidder's security of bidders to whom no award was made will be returned upon request.

If a bidder has any problems understanding or accepting any of the terms and/or conditions specified in the bid documents, or for additional information concerning this project, please call Sean Condry, Public Works Director at (415) 258-4676. For technical questions or inquiries based on patent ambiguity of the plans, specifications, contract documents or estimate must be communicated in writing to scondry@townofsananselmo.org and rcalvert@townofsananselmo.org prior to 10:00 A.M. on May 2, 2018, and the Town will provide a written response.

Date:

By: 
Sean Condry
Director of Public Works/Town Engineer

SPECIAL PROVISIONS

- GENERAL -

The work embraced herein shall be done in accordance with the Contract Documents: the bid book, these special provisions, the project plans, the California Department of Transportation Standard Specifications dated 2015 and Standard Plans dated 2015, the latest version of the Revised Standard Specifications (available at <http://www.dot.ca.gov/des/oe/construction-contract-standards.html>), the Labor Surcharge and Equipment Rental Rates in effect on the date the work is accomplished, and the current Marin Uniform Construction Standards.

Refer to Section 5-1.02 for the order of precedence of Contract Documents in case of any conflict.

Special provisions and Revised Standard Specifications, under separate cover, are under headings that correspond with the main-section headings of the Standard Specifications. A main-section heading is a heading shown in the table of contents of the Standard Specifications.

Each special provision begins with a revision clause that describes or introduces a revision to the Standard Specifications. A reference to a Standard Specification heading is only made when modifying the section and is not a comprehensive listing of the sections that apply to the project. All sections apply to the project. Sections that are not deleted, added, or modified by the special provisions remain as written and as modified by the Revised Standard Specifications. Any modification to a section does not change the rest of the section. Any paragraph added or deleted by a revision clause does not change the paragraph numbering of the Standard Specifications for any other reference to a paragraph of the Standard Specifications.

Any reference to a State Agency or officer shall be interpreted as if the corresponding Town Office or officer acting under this contract were so specified.

Any reference to contact information for the State shall be interpreted as if the corresponding Town contact information were so specified. Should there be any question as to what the corresponding information would be, contact the Town Director of Public Works for determination.

Where the version of a referenced document is not specified, use the current version in effect on the date of the Notice to Bidders.

Unless an object or activity is specified to be less than the total, the quantity or amount is all of the object or activity.

All items in a list apply unless the items are specified as choices.

Director of Public Works/ Engineer: “Director of Public Works” and the term, “Engineer” shall mean the Director of the Department of Public Works of San Anselmo, acting on behalf of the Town or ex officio as engineer of the awarding entities as described under the definition of "Town ", or his authorized agent acting within the scope of his authority, who shall act as the representative of the Town during the term of the contract.

Laboratory: The laboratory or laboratories authorized by the Town of San Anselmo to test materials and work involved in the contract.

Legal Holidays: Those days designated as holidays by the Town of San Anselmo.

Office Engineer: Public Works Director

Punch list: An inventory prepared by the Town of contract items of work, or portions thereof, that are incomplete, deficient, or not in conformance with the contract plans, specifications, contract change orders, or other contract documents.

Requests for Information: A request from the contractor or one of their subcontractors, to the Town, seeking an interpretation or a clarification of some requirement of the contract documents submitted to the Town in the form required by the Contract. The Contractor shall clearly and concisely set forth, in writing, the issue for which they seek clarification or interpretation and why a response is needed from the Town. The contractor shall, in the written request, set forth their interpretation or understanding of the contract's requirements along with reasons why they have reached such an understanding. Responses from the Town will not change any requirements of the contract documents unless so noted in the Request for Information Response by the Town.

Schedule Submittals: Contract schedules, contract schedule updates, contract schedule revisions, time impact analyses, etc. required by the Contract to be provided to the Town for review and acceptance.

Shop Drawings: Any technical submittals, shop drawings or samples, including supporting catalogue cuts, manufacturer's literature, sketches or drawings, calculations, and other pertinent data, required by any technical specification included in these contract documents. The contractor shall transmit to the Town submittals/shop drawings in sufficient detail to enable the Town to review the information and determine that the Contractor clearly understands the requirements of the contract documents.

Standard Plans: The Standard Plans of the State of California Department of Transportation dated 2015.

Standard Specifications (or State Standard Specifications): State of California Department of Transportation Standard Specifications, dated 2015, as revised by the most recent version of the Revised Standard Specifications. Any reference therein to the State of California or a State agency, office, or officer shall be interpreted to refer to the Town or its corresponding agency, office, or officer acting under this contract.

State Highway Engineer: The Town Engineer of the Town of San Anselmo, State of California.

Substitution (or Equal) Submittals: A request from the Contractor to substitute a material, article, device, product, fixture, form, type of construction, or process called for in the contract documents with another item which shall be substantially equal in all respects to that so indicated or supplied.

Town: Town shall mean the Town of San Anselmo, a political subdivision of the State of California, or, if applicable, the public entity awarding this contract by action of the Town Council sitting as the governing body of such public entity, except as provided in the indemnity and insurance requirements in Section 7.

Town Council: Town Council shall mean the governing body of San Anselmo, California.

Transportation Building, Sacramento: Town Hall, Town of San Anselmo, State of California.

Uniform Construction Standards: Uniform Construction Standards shall mean the Uniform Construction Standards approved and adopted by the Cities of Marin and County of Marin in May 2008 and as revised through March 26, 2018.

Replace the following terms in section **1-1.07B** with:

Bid Item List: (or Schedule of Bid Items) List of bid items and the associated quantities. Once reviewed, verified and accepted, the Bid of Low Bidder submitted to the Town is the verified Bid Item List. After Contract award, interpret a reference to the Bid Item List or the Schedule of Bid Items as a reference to the verified Bid Item List.

Contract (or Contract Agreement): Written and executed contract between the Town and the Contractor

Contract Acceptance (or completion): Acceptance of the completed contract by Town Council

Department (or Department of Transportation): The Town Council.

Delete section **2-1.15 DISABLED VETERAN BUSINESS ENTERPRISES**

Delete section **2-1.18 SMALL BUSINESS AND NON-SMALL BUSINESS SUBCONTRACTOR PREFERENCES**

Delete section **2-1.27 CALIFORNIA COMPANIES**

Replace section **2-1.33 BID DOCUMENT COMPLETION AND SUBMITTAL** with:

2-1.33 BID DOCUMENT COMPLETION AND SUBMITTAL

The Engineer may, at a time prior to the bid opening, issue addenda to the Notice to Bidder, Bid Book, Special Provisions, Plans and Specifications to amend, clarify, or correct matter contained therein. Such addenda shall constitute a part of said Plans and Specifications and shall be equally binding with them. Addenda will be forwarded to all prospective bidders on the Town's bid holders list, so long as their contact information was correctly provided to the Town.

All addenda issued for this project must be signed and submitted with your Bid Book

Complete the forms in the Bid Book.

Submit the completed Bid Book, signed addenda (if issued), and bidder's security with your bid.

If using a bidder's bond, you may use the form in the Bid Book. If you do not use the form in the Bid Book, note 'see attached equivalent' on the form in the Bid Book, and submit a form containing the same information. If submitting cashier's check, or certified check, note "see attached alternative method of security" on the form in the Bid Book and attach the security.

Submit your bid:

1. Under sealed cover
2. Marked as a bid
3. Identifying the contract name
4. Identifying the date and time of the bid opening

Failure to submit the forms and information as specified results in a nonresponsive bid.

If an agent other than the authorized corporation officer or a partnership member signs the bid, file a Power of Attorney with the Department either before opening bids or with the bid. Otherwise, the bid may be nonresponsive.

Replace section **2-1.35 RESERVED** with:

2-1.35 GUARANTY

Furnish a Defective Material and Workmanship Bond (sample in Appendix A of Bid Book), of a surety company acceptable to the Engineer, and payable to the Town of San Anselmo, in a sum not less than ten percent of the total Final Estimate amount. This warranty bond shall be delivered to the Engineer before requesting Contract Acceptance by the Town.

- The party filing the protest must concurrently transmit a copy of the initial protest to the bidder deemed the lowest responsible bidder.
- The party filing the protest must have actually submitted a Bid on the Project. A subcontractor of a party filing a Bid on this Project may not submit a Bid Protest. A party may not rely on the Bid Protest submitted by another Bidder, but must timely pursue its own protest.
- The procedure and time limits set forth in this Section are mandatory and are the Bidder's sole and exclusive remedy in the event of a Bid Protest. The Bidder's failure to fully comply with these procedures shall constitute a waiver of any right to further pursue the Bid Protest, including filing of a challenge of the award pursuant to the California Public Contracts Code, filing of a claim pursuant to the California Government Code, or filing of any other legal proceedings.
- The Town shall review all timely protests prior to formal award of the Bid. The Town shall not be required to hold an administrative hearing to consider a timely protest, but may do so at the option of the Town Manager. At the time of the Town Council's consideration of the award of the Bid, the Town Council shall consider the merits of any timely protests. The Town Council may either accept the protest and award the bid to the next lowest responsible bidder or reject the protest and award to the lowest responsible bidder.
- These bid protest procedures shall not limit the Town's ability to reject all bids.

Bid Protests based upon a staff recommendation to the Town Council that the apparent low bidder is not a responsible bidder shall be subject to the following procedure:

- The Town Engineer or his/her designee, shall provide notice to the apparent low bidder of its determination and recommendation to the Town Council that the bidder is not responsible stating the specific reasons therefore.
- The bidder shall no later than 5:00 PM of the second (2nd) business day following receipt of the notice, file any protest in writing with the Town Engineer or his/her designee. The protest must clearly specify in writing the grounds and evidence on which the protest is based. If the protestor later raises new grounds or evidence not previously set forth in the written submissions that reasonably could have been raised, the Town will not consider such new evidence in the determination of the protest.
- The protest will be processed in the same manner as other protests are processed as described above.

Replace section **3-1.18 CONTRACT EXECUTION** with:

The successful bidder must sign the *Contract* form.

Deliver two copies of the following to the Office Engineer:

1. Signed Contract form
2. Contract bonds
3. Documents identified in section 3-1.07
4. Small Business (SB) Participation Report form
5. For a federal-aid contract, Caltrans Bidder - DBE Information form
6. For a federal-aid contract, form FHWA-1273
7. Insurance documents

For an informal-bid contract, the Office Engineer must receive these documents before the 5th business day after the bidder receives the contract.

For all other contracts, the Office Engineer must receive these documents before the 10th business day after the date that the Notice of Award is mailed to the bidder.

such Work is in accordance with the Contract Documents, the costs of uncovering and replacing the Work shall be added to the Contract Amount by Change Order; and if the uncovering and replacing of the Work results in an Excusable Delay or a Compensable Delay, an appropriate adjustment of the Contract Time shall be made by Change Order. If such Work is not in accordance with the Contract Documents, you shall pay such costs and shall not be entitled to an adjustment of the Contract Time or the Contract Amount.

Replace section **5-1.02 CONTRACT COMPONENTS** with:

A component in one Contract part applies as if appearing in each. The parts are complementary and describe and provide for a complete work.

If a discrepancy exists:

1. The governing ranking of Contract parts in descending order is:
 - 1.1. Special provisions
 - 1.2. Project plans
 - 1.3. Revised standard specifications
 - 1.4. Standard specifications
 - 1.5. Revised standard plans
 - 1.6. Standard plans
 - 1.7. Marin Uniform Construction Standards
 - 1.8. Supplemental project information
2. Written numbers and notes on a drawing govern over graphics
3. Detail drawing governs over a general drawing
4. Specific specification governs over a general specification
5. Specification in a section governs over a specification referenced by that section

If a discrepancy is found or confusion arises, submit an RFI, reference shall be made to the Director of Public Works and his decision shall be final.

Add to section **5-1.12 ASSIGNMENT**:

The Contract Documents, and any portion thereof, shall not be assigned or transferred, nor shall any of the Contractor's duties be delegated, without the written consent of the Town. Any attempt to assign or delegate the Contract Documents without the written consent of the Town shall be void and of no force and effect. A consent by the Town to one assignment shall not be deemed to be a consent to any subsequent assignment.

Pursuant to California Government Code section 4552, the Contractor shall 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 U.S.C. Section 15) or under the Cartwright Act (Chapter 2 [commencing with Section 16700] of Part 2 of Division 7 of the California Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract.

This assignment shall be made and become effective at the time the Town tenders final payment to the Contractor, without further acknowledgment by the parties. The Contractor further warrants that all goods, services, and materials provided to the Town in accordance with this Contract are free and clear of all liens and encumbrances.

Add to section **5-1.16 REPRESENTATIVE**:

The Contractor shall designate in writing before starting work, for approval by the Engineer prior to

construction, an authorized representative who shall have the authority to represent and act for the Contractor. The authorized representative shall be the same person from the beginning to the end of the project. Said authorized representative shall have a mobile phone at the site at all time while work is in progress. The representative shall provide an emergency contact list whereby an authorized contractor representative is reachable at all times for the duration of the Contract. Whenever the Contractor varies the period during which work is carried on each day, he shall give due notice to the Engineer so that proper inspection may be provided.

Add to section 5-1.20B(1) General:

Procure all permits and licenses, pay all charges and fees, and give all notices necessary to the due and lawful prosecution of the work.

You and your subcontractors must possess valid Town of San Anselmo business licenses, and provide a copy to the Engineer; valid State contractor licenses with a classification appropriate for the work to be performed (Bus & Prof Code § 7000 et seq.), and valid public works contractor registration numbers with the Department of Industrial Relations.

Pay all license fees and royalties related to or necessary for the Work and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device that is the subject to patent rights or copyrights held by others.

Replace paragraph 4 of section 5-1.23A General with:

Each sheet of a submittal must include:

1. Project Name
2. Submittal Number
3. Date of Submittal

Add to section 5-1.23A General:

Proposed Products List

Within five (5) days after contract approval, submit a complete list of materials to be incorporated into the project stating the special provision section, the vendor's name, the manufacturers name if different from the vendor's, trade name, and model number or code for each product.

Add to section 5-1.26:

The Town places stakes as described in this section. You are responsible for the cost of replacing stakes or marks that are destroyed.

Add to section 5-1.27A General:

Make a record of changes during construction on one set of prints of the plans and specifications provided by the Engineer for this purpose. This set of documents shall be kept at the job site and shall be used only for marking as-built conditions. Upon completion of the project, deliver these documents to the Engineer prior to the processing of the final estimate.

Replace section 5-1.27E Change Order Bills with:

Maintain separate records for change order work costs. Submit to the Engineer daily.

Immediately notify the Engineer if a regulatory agency requests access to the job site or to records. Submit a list of documents provided to the agency and issued enforcement actions.

A Town business license must be held.

Add to section 7-1.02I(2) Nondiscrimination:

Contractor must comply with the STANDARD CALIFORNIA NONDISCRIMINATION CONSTRUCTION CONTRACT SPECIFICATIONS (GOV. CODE, SECTION 12990). Contractor must include Section 7-1.02I(2) in all subcontracts.

Add to section 7-1.02K(3) Certified Payroll Records (Labor Code § 1776):

Do not submit certified payroll records by email. Submit certified payroll to the attention of the Engineer at 525 San Anselmo Avenue, San Anselmo, California, 94960.

Add to section 7-1.02K(6)(a) General:

The Engineer may notify Cal/OSHA if you fail to establish or maintain a safe and healthful workplace. The Engineer notifying or failing to notify Cal/OSHA does not relieve the Contractor of Contractor's responsibility to provide public and worker safety. The Engineers failure to identify an unsafe condition does not relieve the Contractor of Contractor's responsibility to provide public and worker safety.

Replace section 7-1.02L(2) Antitrust Claims with:

The following provisions of Public Contract Code Section 7103.5 and Government Code Sections 4553 and 4554 shall be applicable to the Contractor and all subcontractors:

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

“If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery.”

“Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action.”

Add to section 7-1.03 PUBLIC CONVENIENCE:

Compliance with these special provisions does not relieve you of your responsibility for public safety.

You shall conduct operations in a manner that will result in the least possible obstruction and inconvenience to the public. You shall undertake no greater length or amount of work than you can prosecute properly with due regard to the rights of the public.

Unless otherwise provided in the Special Provisions or approved in writing by the Public Works Director, all public traffic shall be permitted to pass through the work with as little inconvenience and delay as possible.

No work will be allowed on Saturday, Sunday, or legal Town holidays, unless shown on the plans, specified in these Special Provisions or approved by the Engineer.

The Contractor shall exercise diligence in preventing dust nuisance. When necessary or when directed by the Engineer, the Contractor shall apply water for laying dust. Water shall be applied by means of pressure-type distributors equipped with a spray system that will insure a uniform application.

Provide driveway access. You are responsible for investigating and accommodating the specific access needs of the residents whose driveways are impacted by your construction activity. Prior to closure of driveways, coordinate and notify the property owner or resident at least twice of such closure. Closure notices shall be given to the property owner/resident 48 hours and one hour prior to each closure. It is your responsibility to assess and accommodate all property owners' specific needs for driveway access. In no case shall a driveway remain closed for more than 8 hours unless otherwise authorized by the Engineer.

Pedestrian access facilities shall be provided through construction areas at all times. If your operations require closure of walkways, adequate pedestrian directional signs shall be provided and maintained. At the end of each working day or until the pedestrian walkways are permanently restored, temporary asphalt concrete (4'-0" minimum width) or trench steel plate ADA compliant walkways, free from tripping hazards, shall be provided and maintained. The temporary walkway surfacing shall be skid resistant and free from irregularities.

Provide all public notification, written and otherwise, to ensure public convenience and public safety as specified herein and in the Standard Plans and Specifications, and as directed by the Engineer. Provide written notification to the public, local residents and businesses, local utility companies and any other persons or agencies affected by this project.

At all times other than normal working hours, all lanes shall be provided for uninterrupted traffic.

Delete the last sentence in the 10th paragraph of **7-1.03 PUBLIC CONVENIENCE**

Add to section **7-1.04 PUBLIC SAFETY**:

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

Traffic lanes may be temporarily shifted only during the hours of work. All original traffic lanes must be restored at the end of each work shift.

If the failure to perform or the manner of performance of the Work results in a threat to public health or safety, the Town may, after making a reasonable, at the sole discretion of the Public Works Director, attempt to contact you, perform necessary emergency work and deduct the reasonable cost of it from the amount owed to you. The Town performing or failing to perform necessary emergency work does not relieve the Contractor of Contractor's responsibility to provide public and worker safety. The Engineer's failure to identify an unsafe condition does not relieve the Contractor of Contractor's responsibility to provide public and worker safety.

Add to section 7-1.05A General:

For the purpose of Section 7-1.05 INDEMNIFICATION, "TOWN" shall mean the Town of San Anselmo, and the public entity awarding this contract by action of the Town Council sitting as the governing body of such public entity.

Contractor shall indemnify and hold harmless Town, its officers, employees, agents and volunteers from and against all liability, loss, damage, expense, and cost (including, without limitation, reasonable legal counsel fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with Contractor's negligence, recklessness, or willful misconduct in the performance of work hereunder, or its failure to comply with any of its obligations contained in this Contract, except such loss or damage caused by the active negligence or willful misconduct of the Town. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Contract.

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

Add to section 7-1.06A General:

For the purpose of Section 7-1.06 INSURANCE, "TOWN" shall mean the Town of San Anselmo, and the public entity awarding this contract by action of the Town Council sitting as the governing body of such public entity.

Contractor shall procure and maintain as a minimum for the duration of the contract, the following described insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

a. Minimum Scope of Insurance

Coverage shall be at least as broad as:

- i. General Liability: Insurance Services Office (ISO) Commercial General Liability coverage form CG 00 01 or equivalent.
- ii. Automobile Liability: ISO Business Auto Coverage form number CA 00 01 (Ed. 01/87 or equivalent) covering Code 1 "any auto" with endorsement CA 0029 (auto contractual).

iii. Worker's Compensation insurance as required by the State of California and Employers' Liability Insurance.

b. Minimum Limits of Insurance

Contractor shall maintain limits of no less than:

i. General Liability: \$3 million 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 or the general aggregate limit shall be twice the required occurrence limit.

ii. Automobile Liability: \$2 million per accident for bodily injury and property damage.

iii. Employers' Liability: Provide Employer's Liability Insurance in amounts not less than:

1. \$1,000,000 for each accident for bodily injury by accident
2. \$1,000,000 policy limit for bodily injury by disease
3. \$1,000,000 for each employee for bodily injury by disease

c. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the Town of San Anselmo. At the option of the Town of San Anselmo, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Town of San Anselmo, its officials, employees and volunteers, or the Contractor shall provide a financial guarantee satisfactory to the Town of San Anselmo guaranteeing payment of losses and related investigations, claim administration and defense expenses.

d. Other Insurance Provisions

The General Liability policy is to contain, or be endorsed to contain, the following provisions:

- i. The Town of San Anselmo, its officials, employees and volunteers are to be covered as insured with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations.
- ii. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (using either the Town's prepared form or using ISO form CG 20 10 11 85 or equivalent).
- iii. For any claims related to this project, the Contractor's insurance coverage shall be the primary insurance with respect to the Town of San Anselmo, its officials, employees, or volunteers. Any insurance or self-insurance maintained by the Town of San Anselmo shall be excess of the Contractor's insurance and shall not contribute with it.
- iv. The workers' compensation policy shall contain a waiver of subrogation in favor of the Town.

- v. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty days prior written notice (10 days for non-payment of premium) by certified mail with return receipt requested given to the Town of San Anselmo.
- vi. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Town, its elected and appointed officers, employees, agents or volunteers

e. Rights of Entry

If applicable, all private property owners granting "Rights of Entry" for construction of the work shall be covered as insured under the same coverage as provided the Town as respects their ownership of the property and the work to be done thereon.

f. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's Financial Strength rating of no less than A-, and a Financial Size Category of no less than VII Carriers not licensed in the State of California should have a current A.M. Best's rating of no less than A:X.

g. Verification of Coverage

Contractor shall furnish the Town of San Anselmo with original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements should be on forms provided by the Town of San Anselmo or on other than the Town of San Anselmo's forms, provided those endorsements or policies conform to the requirements. All certificates and endorsements are to be received and approved by the Town of San Anselmo before work commences. The Town of San Anselmo reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

h. Subcontractors

Contractor shall require all its subcontractors to name Contractor, and the Town of San Anselmo under its policies as additional insured and Contractor shall require all its subcontractors to furnish separate certificates and endorsements. All coverage for subcontractors shall be subject to all of the requirements stated herein. By signing a contract the successful bidder acknowledges that he is aware of the provisions of Labor Code §3700 which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with that Code, and that he will comply with such provisions before commencing of the work of this contract. On signing the contract, Contractor shall give the Town (1) a certificate of consent to self-insure issued by the Director of Industrial Relations, or (2) a certificate of Workers' Compensation insurance issued by an admitted insurer, or (3) an exact copy or duplicate thereof certified by the Director or the insurer.

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8 PROSECUTION AND PROGRESS

Replace section **8-1.03 PRECONSTRUCTION CONFERENCE** with:

Subsequent to the issuance of the Notice of Award, but prior to the commencement of work, a preconstruction conference will be held at the San Anselmo Town Hall, San Anselmo, California for the purpose of discussing with the Contractor the scope of work, contract drawings, specifications, existing conditions, signs

and traffic control, materials to be ordered, equipment to be used, and all essential matters pertaining to the prosecution of and the satisfactory completion of the project as required. The Contractor's representatives at this conference shall include all major superintendents for the work, including major subcontractors.

At this meeting, the Contractor shall provide an emergency contact list. The list shall contain the names, addresses fax numbers and phone numbers by which they may be reached 24 hours/day. The Contractor shall also provide the contact information for the local Insurance Agent(s) for the Contractor's and subcontractors' required insurance. The contact information shall include the insurance company name, the local agent's name, local phone and fax numbers and local address.

In addition, at this meeting the work plan, schedule and sequence of work will be reviewed.

An on-site preconstruction meeting may be held for the purpose of discussing site specific matters.

Replace section **8-1.04B Standard Start** with:

Complete all pre-mobilization requirements of the special Provisions and start job site activities within 15 days of the date that the Notice of Award is mailed to the Contractor.

Submit a notice 72 hours before starting job site activities. If the project has more than 1 location of work, submit a separate notice for each location.

Diligently prosecute the work to final completion.

Delete the 3rd and 4th paragraphs of section **8-1.10A General**

Add to section **8-1.10A General**:

It is agreed that, if all the work required by the contract is not finished or completed within the number of working days as set forth in the contract, damage will be sustained by the Town, and that it is and will be impracticable and extremely difficult to ascertain and determine the actual damage which the Town will sustain in the event of and by reason of such delay; and it is therefore agreed that the Contractor will pay to the Town, **\$2,900** for each and every calendar day of delay in finishing the work in excess of the number of working days prescribed in the Proposal and the Contract Agreement; and the Contractor agrees to pay said liquidated damages herein provided for, and further agrees that the Town may deduct the amount thereof from any moneys due or that may become due the Contractor under the contract.

Should the Contractor prepare to begin work at the regular starting time in the morning of any days on which inclement weather or the condition of the site prevents the work from beginning at the usual starting time, and the crew is dismissed, the Contractor will not be charged for a working day whether or not conditions should change thereafter and the major portion of the day could be considered to be suitable for construction operations.

If any subcontractor or any person employed by the Contractor fails or refuses to carry out the directions of the Engineer or appears to the Engineer to be incompetent or acts in a disorderly or improper manner, he shall be discharged immediately on demand by the Engineer, and such person shall not again be employed on the work.

No subcontractor will be allowed on the project that is not listed in the List of Subcontractors contained in the Proposal, unless approved in advance and in writing by the Engineer.

Add to section 9-1.16A General:

Prompt progress payment and prompt payment of withheld funds to subcontractors: A prime contractor or subcontractor shall pay a subcontractor not later than 7 days of receipt of each progress payment in accordance with the provision in Section 7108.5 of the California Business and Professions Code concerning prompt payment to subcontractors. The 7 days is applicable unless, a longer period is agreed to in writing. Any violation of Section 7108.5 shall subject the violating contractor or subcontractor to the penalties, sanction and other remedies of that section.

Add to section 9-1.16D(1) General:

The lump sum price for “Mobilization” shall include all mobilizations, remobilizations, and demobilizations.

Add to section 9-1.16E(1) General:

The Town may withhold or, on account of later discovered evidence, nullify all or part of any certification made to the Contractor by the Town as to the amount determined to be due the Contractor, to such extent and period of time only as may be necessary to protect the Town from loss on account of:

- (A) Defective work not remedied or uncompleted work;
- (B) Claims filed or reasonable evidence indicating probable filing;
- (C) Failure to properly pay Subcontractors or for material or labor;
- (D) Reasonable doubt that the work can be completed for the balance then unpaid;
- (E) Damage to the Town, other than damages sue to delays;
- (F) Damage to another Contractor, or third party; or
- (G) Nonpayment of prevailing wages.

Replace section 9-1.16F Retentions with:

The Town will retain five (5) percent of the estimated value of the work done. An escrow agreement for security deposit in lieu of retention may be utilized if it was submitted with the Contract and in accordance with these special provisions.

Delete section 9-1.17B Payment before Final Estimate

Replace the first paragraph of section 9-1.17C Proposed Final Estimate with:

After the Engineer has made the final inspection as provided in Section 5-1.46, and determines that the contract work has been completed in all respects in accordance with the Plans, Specifications, and Special Provisions, the Engineer estimates the amount of work completed and shows the amount payable in a proposed final estimate based on:

1. Contract items
2. Payment adjustments
3. Work paid by force account or agreed price
4. Extra work
5. Deductions

Replace section 9-1.17(D)1 General with:

If you accept the proposed final estimate or do not submit a claim statement within 30 days of receiving the estimate, the Engineer furnishes the final estimate to you and the Town pays the amount due, minus retention, within 30 days. This final estimate and payment is conclusive except as specified in sections 5-1.27, 5-1.47, and 9-1.21.

If you submit a claim statement within 30 days of receiving the Engineer's proposed final estimate, the Engineer furnishes a semifinal estimate to the Contractor and the Department pays the amount due per the semifinal estimate, minus retention, within 30 days. The semifinal estimate is conclusive as to the amount of work completed and the amount payable except as affected by the claims or as specified in sections 5-1.27, 5-1.47, and 9-1.21.

Within 60 days after the date of Contract Acceptance, and provided no claims, notices or liens are pending, the retention withheld shall be released. In the event of a dispute the Town may withhold from the final payment an amount not to exceed 150 percent of the disputed amount.

Pursuant to California Government Code section 8546.7, the California State Auditor, at the request of the Town or as part of any audit of the Town, all contract documents associated with the performance of this contract shall be subject to examination and audit by the California State Auditor within three years of final payment on the contract. The Town is also entitled to audit the Contractor's project records in response to a construction claim or a Public Records Act request.

Replace paragraph 5 of section **9-1.17D(3) Final Determination of claims** with:

After the determination, the Engineer furnishes a final estimate to the Contractor and the Department pays the amount due, minus retention, within 30 days. The final estimate is conclusive as to the amount of work completed and the amount payable except as specified in sections 5-1.27, 5-1.47, and 9-1.21.

protected from vandalism or removal. You must make sure that signage does not obstruct the sidewalk.

You must maintain pedestrian access at all times. All pedestrian access control devices must be compliant with local, state and federal ADA requirements. You must provide and maintain all signs and other warning devices (including construction and warning signs placed beyond the limits of work) for pedestrian access, and they shall remain your property after the completion of the contract.

Refer to the current “California Manual on Uniform Traffic Control Devices for Streets and Highways,” and the “Uniform Signs Chart,” issued by the California Department of Transportation, and you must furnish, erect, maintain and remove all necessary signs and devices during the length of this contract.

Work must be accomplished in such a manner as to provide access to all intersecting streets and adjacent properties whenever possible. If access to any property cannot be provided, then adequate nearby parking must be provided and maintained until direct access can again be restored. If during the course of the work, it is necessary to restrict access to certain driveways for an extended period of time, you must notify the affected residents, in writing, in accordance with section 7-1.03

At the end of any working day when work operations have obscured existing traffic striping, the striping must be restored via permanent reflective painting or other interim materials subject to the approval of the Engineer. Temporary delineation must be of the same color and type, including nighttime reflectivity as the markings obscured.

All open excavations must be adequately covered, barricaded and delineated against entry by pedestrians, bicyclists, animals, motorized vehicles and others potentially harmed at all times.

Where existing road signs conflict with the proposed work, advise the Engineer and relocate such signs to temporary or permanent locations as directed by the Engineer.

At the end of each day’s work, and at other times when construction operations are suspended, all equipment and other obstructions must be removed from that portion of roadway open for use by public traffic. No longitudinal joint shall be left during non-working hours.

Traffic Control Plan

Submit the Traffic Control Plan (TCP) to the Engineer for review at least 7 working days prior to mobilization. The TCP must provide for access of emergency vehicles, and in the areas where detours around the construction are not available or feasible, the maximum traffic delay for non-emergency vehicles shall be 10 minutes. The TCP must conform to the following requirements:

1. The TCP must include a minimum of three signs posted 7 days before each road closure stating, “ROAD WILL BE CLOSED ON (DAY AND DATE) FROM ____ A.M. TO ____ P.M.” Said signs must be compatible with a Caltrans Type C3 sign and must be professionally made. Detour signs must be provided to direct traffic around the construction area and must be compatible with a Caltrans Type C5 or C5A. Before manufacturing, the Engineer must have adequate time to review the TCP prior to approving all signs. In addition, a Caltrans Type C19 “Road Closed Ahead” sign must be posted minimum 300 ft. ahead of all sites.
2. Refer to the current “Manual of Uniform Traffic Control Devices,” and the “Uniform Signs Chart,” issued by the California Department of Transportation, incorporate all necessary signs and devices required for this contract.
3. Show order of work accomplished in such a manner as to provide access to all intersecting streets and adjacent properties whenever possible. If access to any property cannot be provided, then show adequate nearby parking which you must provide and maintain until direct access can again be restored

Show how you provide safe paths of travel for vehicles, pedestrians and bicycle traffic through the work zone for the various phases of work, including access to adjacent properties.

Review is solely for the purpose of determining the scope of the traffic control operations and general conformance with the requirements of this section. In no event shall such review be deemed to instill in Town a right to control or oversee the administration and management of the work by contractors, employees, representatives or agents. By reason of such review contractor shall in no way be relieved of its responsibilities and duties to perform and complete the work, including operation and maintenance of the facilities, in accordance with (1) generally accepted industry standards and (2) in accordance with all codes, laws, regulations, or other requirements, legal or otherwise, including but not limited to any standards contained or implied in this agreement.

Lane Closures:

Except when a road closure is approved by the Engineer, one lane of traffic (minimum 12 feet per lane), must be open to vehicular traffic for the entire length of the project at all times.

Lane closures are permitted between 8:00 a.m. and 5:30 p.m. Monday through Friday.

Lane closures require a traffic control plan to be submitted 7 days in advance of the work. Only closures plans demonstrated to be in conformance with public safety and public convenience will be approved.

When a travel lane is used for interchangeable direction to traffic, you must provide flaggers at each street intersection to expedite the safe passage of public traffic through the work under one-way controls. Where flaggers are not visible to each other, they must be equipped with two-way radios for communication, or you must furnish a properly equipped and signed pilot car and driver to pilot traffic through those project areas where two flaggers are not visible to each other or at any time as directed by the Engineer. When directed by the Engineer and as necessary to protect the work, additional flaggers must be provided to control traffic entering and leaving side streets and no additional compensation shall be provided therefore. Stopped public traffic must not exceed a period of ten (10) minutes when traffic is being handled by one-lane/alternating two-way control.

Lanes or streets must be closed long enough to protect the work. Do not open new HMA pavement to traffic until the surface temperature is below 130 degrees F. Contractor shall order work so that all lanes shall be opened to traffic by the times specified above without damaging the surface.

Road Closure and Notification:

Road closures are not expected on this project. Failure to illustrate a specific need for road closure will result in a denial of road closure and the Work must be carried out with a lane closure. Road closures are not permitted without written authorization from the Engineer

Initially (on the first working day) you must notify local authorities and Engineer of the need for road closure(s) and areas of construction delays. After the first working day, you must keep local authorities updated on any changes in the original closure and delay information. Keep the Engineer updated on road closure(s) and/or areas of construction delays daily.

Local authorities are defined as, but not limited to, Town of San Anselmo Police Department, California Highway Patrol, local Fire Department, United States Post Office, local waste management companies, public transportation, Emergency Response Companies and/or all businesses or regular users whose ability to perform their daily job will be affected by road closures, detours or general work by your forces.

Emergency Response vehicles are permitted to pass through the work area without delay at all times. Provide transition material at the vertical drops that will safely accommodate these emergency vehicles at all times. All other local authorities will be permitted to pass through the work area without delay at all times except during sealing or paving operations. Provide transition material at the vertical drops that will safely accommodate these vehicles at all times

Contractor must coordinate directly with local waste management company and shall not permit local waste management trucks to travel on a street between the start of grinding until 3 days after paving is complete. Schedule operations to ensure that the garbage is collected on the regularly scheduled day.

Contractor must notify Brookside Elementary School and residents within a closed section of road by door hanger of road closures stating the contractor's contact information, the date(s) of closure, and hours of closure. The door hangers must be delivered no later than ninety-six (96) hours prior to road closure. Prior to dissemination, the Engineer must approve the door hanger. For planning purposes, a road is considered closed if non-emergency vehicles are delayed, or delays are expected to be more than ten (10) minutes.

7 days ahead of an approved road closure, at each end of roads affected by closures, the Contractor must post on a sign post or barricade, an informational sign that includes the following information: Contractor's name and contact information, project information and duration of work. Sign lettering must be a minimum of 2-inches in height, legible, and subject to approval by the Engineer.

Order work so that you do not open new HMA pavement to traffic until the surface temperature is below 130 degrees F. Lanes or streets must be closed long enough to protect the work.

No Parking Signs:

Post NO PARKING signs seventy-two (72) hours in advance. Written notice, approved by the Engineer, must be forwarded to the San Anselmo Police Department prior to any posting. It shall be the responsibility of the Contractor to maintain signs and barricades overnight and on weekends.

While the minimum distance between signs must be 100 feet, the signs must be placed so that they are:

- a. Visible/readable to any individual standing within 100 feet of a sign;
- b. Visible/readable from any vehicle parked within 100 feet of a sign; or
- c. As directed by the Engineer or Law Enforcement Agency.

Signs, once posted, must be maintained until no longer required and then salvaged. It shall be your responsibility to make sure that the signs remain posted until no longer required and are protected from vandalism or removal. If time between construction phases exceed two days, including nonworking days, all no parking signs must be removed. Signs shall not obstruct the sidewalk.

Once posted, notify the Engineer as to the location and limits of such signs, and contact the San Anselmo Police Department for a sign verification service. The San Anselmo Police Department will then, at their earliest convenience, dispatch an officer who will verify and log the location limits. No less than twenty-four (24) hours after said entry is made, autos may be towed from the location if they interfere with construction operations, under the immediate direction of a Police Officer, provided that the signs have been properly maintained. It will be your responsibility to arrange for the towing and removal of any vehicles which have not been removed by the owner and which interfere with any operations. Do not tow vehicles to a tow yard. Tow vehicles to the nearest street with available parking which is not subject to that day or the next day's work. Towing shall not be done or allowed unless the conditions of these specifications have been met. Towing of vehicles will be treated as extra work.

When entering or leaving roadways which bear public traffic, the construction vehicles and equipment, whether empty or loaded, must in all cases yield to public traffic.

Penalties.

Retention of funds for failure to conform to the provisions in this section, "Water Pollution Control," shall be in addition to the other retention amounts required by the contract. The amounts retained from you for failure to conform to provisions in this section will be released for payment on the next monthly estimate for partial payment following the date when an approved WPCP has been implemented and maintained, and when water pollution has been adequately controlled, as determined by the Engineer.

When a regulatory agency identifies a failure to comply with the Permit and modifications thereto, the Manuals, or other Federal, State or local requirements, the Town may retain money due to you, subject to the following:

A. The Town will give you 30 days' notice of the Town's intention to retain funds from partial payments which may become due to you prior to acceptance of the contract. Retention of funds from payments made after acceptance of the contract may be made without prior notice to you.

B. No retention of additional amounts out of partial payments will be made if the amount to be retained does not exceed the amount being withheld from partial payments pursuant to Section 9-1.16 of the Standard Specifications and these special provisions.

C. If the Town has retained funds, and it is subsequently determined that the Town is not subject to the entire amount of the Costs and Liabilities assessed or proposed in connection with the matter for which the retention was made, the Town shall be liable for interest on the amount retained for the period of the retention. The interest rate payable shall be 6 percent per annum.

During the first estimate period that you fail to conform to the provisions in this section, "Water Pollution Control," the Town may retain an amount equal to 25 percent of the estimated value of the contract work performed.

Replace Section 13-2.04 "Payment" with:

The contract lump sum price paid for **Water Pollution Control** shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work required as specified here and in Section 13, including preparing the water pollution control plan and all work necessary for water pollution control, as shown on the plans, as specified in the Specifications, and as directed by the Engineer, and no additional compensation will be made therefor.

The Town pays you for Water Pollution Control as follows:

1. Total of 75 percent of the item total upon authorization of the Water Pollution Control Plan
2. Total of 100 percent of the item total upon Contract acceptance

Add to section 13-4.03C(3):

Unless authorized by the Engineer, stockpiling shall be limited to material necessary for the day's work. Propose designated stockpile areas of the project site, for approval by the Engineer.

Add to section 13-4.03D(3):

Perform washout of concrete trucks off site where discharge is controlled and not permitted to discharge into the storm drain system.

Engineer prior to any cutting of any trees, tree limbs, or tree roots.

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

The limits of clearing and grubbing must be of sufficient area and depth and height to complete the work as shown on the plans and described in the specifications.

Add to Section 17-2.03B:

Clear the area above original ground of all objectionable material including vines, logs, upturned stumps, downed trees, plants, brush, grass, weeds, concrete, asphalt dikes and masonry.

Unless otherwise specified, all materials as shown on the plans to be removed, or as field marked and as directed by the Engineer to be removed must be disposed of outside the highway right of way, in accordance with the specifications, and outside the project limits. The contract work area must be left with a neat and finished appearance.

Trees, shrubs and bushes designated for removal must be clearly identified by the contractor before removal operations begin. Only trees shown on the plans or so designated by the Engineer shall be removed. Trees, shrubs and bushes will be removed in a manner consistent with the health and safety of the tree climbing crew, the general public and private property. Felled trees, shrubs, and bushes may be cut into section and removed from the site. All branches leaves and vegetative debris must be reduced to chips. All resulting stumps are to be routed to a minimum of twelve (12) inches below the soil level unless directed otherwise by the Engineer. All tree, shrub, and bush rounds, branches, chips, debris and the like must be completely removed and disposed of outside the highway right of way in accordance with the specifications. Wood and vegetation debris and residue must be removed as it is generated. Under no circumstances may chips or other combustible materials be disposed of onsite. If you fail to remove excess debris promptly, the Town reserves right to cause same to be removed at your expense

Do not trim or prune branches greater than 3 inches in diameter that extend over the roadway, even if they limit your ability to perform certain activities. Sequence your construction activities to avoid them.

Other tree branches that extend over the roadway and hang within 15 feet of finished grade may be cut. Cut off branches 4 inches from the trunk under section 20-1.03D.

Replace section 16-2.04 with:

Sawcutting, Roadway Excavation, and Structure Excavation are considered as included in the price paid for Clearing and Grubbing.

The contract lump sum (LS) price paid for **Clearing and Grubbing** shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals for doing all the work involved in clearing and grubbing as shown on the plans and described in the specifications, including limbing, shrub, small tree and bush removal and disposal, sawcutting, roadway excavation, structure excavation and backfilling as shown on the plans, as specified in the specifications, and as directed by the Engineer.

Full compensation for developing water supply and applying water, including water used for dust control, shall be considered as included in the various items of work and no separate payment will be made thereof.

depressions, cold joints, or other irregularities.

Finish paving must conform to slopes, lines, and finish grades as shown on the plans and as directed by the Engineer, and must drain properly.

Where adjacent surfaces are intended to be flush (as at concrete gutters, walks, and paving), they must smoothly conform at all joints.

Ridges, indentations, and other objectionable marks left in the surface of the HMA concrete by paving or rolling equipment must be eliminated by rolling. The use of equipment that leaves ridges, indentations, or other objectionable marks in the HMA concrete must be discontinued, and other acceptable equipment must be employed.

Finish paving must conform to finish elevations within plus or minus 0.01 of a foot and must be level to within plus or minus 1/4 inch in 10 feet when measured with a 12 foot straightedge in any direction.

Place additional HMA along the pavement's edge to conform to road connections, private drives, and driveways. Hand rake, if necessary, and compact the additional HMA to form a smooth conform taper.

Where cold joints are indicated or approved by the Engineer as necessary, cut back the placed and compacted cold asphalt a minimum of three inches with a concrete or masonry power saw, so that a vertical face of compacted full thickness material is exposed. Treat this surface with a tack coat before proceeding with the placement of new HMA concrete surfacing.

Replace section 39-1-12A with:

Test pavement smoothness using a 12-foot straightedge.

Replace section 39-6 with:

Tack coat is included in the price paid for Hot Mix Asphalt.

The quantity of Hot Mix Asphalt (Type A) shall be determined from certified weigh master tickets (tickets) delivered to and signed by the Engineer at the work site on the day of delivery. Drivers shall submit their ticket to the designated contractor representative or the Engineer upon each arrival to the site. Submittal of multiple tickets at once will not be accepted. The Engineer shall be supplied with a copy of all tickets at the end of each day.

The contract prices paid per ton for **Hot Mix Asphalt (Type A)** shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in producing, placing, and quality control testing of hot mix asphalt concrete, complete in place, as shown on the plans, as specified in the specifications, and as directed by the Engineer, and no additional compensation will be allowed therefor.

bottom of the drilled hole shall be cleaned of all loose sand, gravel, dirt and drill cuttings just prior to reinforcement placement and or concrete placement. The Contractor shall anticipate drilling into hard rock.

Temporary metal casings shall be furnished and placed where necessary to control water or to prevent quick soil conditions or caving of the hole. Temporary casing shall be watertight and of sufficient strength to withstand the loads from installation, removal, lateral concrete pressures and earth pressures. The casing shall be non corrugated and the surfaces shall be smooth, clean and free from hardened concrete so as to allow easy withdrawal. During casing withdrawal from dewatered holes, the concrete in the casing shall be maintained at a level at least 5 feet above the bottom of the casing or at a level above the bottom of the casing adequate to prevent displacement of the concrete by material from outside the casing, whichever is greater. Casing shall be required upon the Engineer's request.

Withdrawal of casings or concrete delivery tubes shall not leave voids or cause contamination of the concrete with soil, water, or the materials.

Material generated from drilling holes for Cast In Drilled Hole (CIDP) Piles, shall become the property of the Contractor and shall be disposed of outside the right of way. Subject to the approval of the Engineer, suitable excavated material may be used as backfill where necessary.

The Contractor shall have available at all times a suitable light and measuring device for inspecting the entire depth of dewatered holes before the placement of reinforcement and concrete.

1. INSTALL 18-INCH DIAMETER PILES

The second sentence of the second paragraph in Section 49-4.01 of the Standard Specifications shall be amended to read:

“Concrete filling for CIDH piles is designated by compressive strength, shall contain a minimum of seven (6) sacks of cement per cubic yard and shall have a 28 day compressive strength of 3,000 psi. The combined aggregate grading for the concrete shall be 3/4-inch maximum grading.”

The fourth paragraph in said Section 49-4.01 is amended to read:

“The concrete filling for cast-in-place concrete piles shall be dense and homogeneous. The methods used to place the concrete shall prevent segregation. Concrete placed in steel casings or drilled holes shall not be released from a height greater than 8 feet without the use of adjustable length pipes or tubes.”

Prior to placing concrete, each hole shall be pumped dry of water and sleeved if determined necessary by the Engineer.

The provisions of Section 49-4.01 which stipulate that for piles with a diameter of less than 30 inches, “concrete shall be vibrated in the upper 15 feet of the pile” are hereby superceded such that for all piles concrete shall be vibrated from the bottom of the reinforcing cage to the top of the pile.

Sonotubes or approved equal shall be used at the top of the pile as it joins the pile cap, in areas where the existing ground is lower than the bottom of the cap.

All Reinforcement shall comply with Section 52, “Reinforcement”, of the standard specifications and unless otherwise noted on the plan shall have a yield strength of 60,000 psi.

Where splicing is necessary, reinforcing bars shall be spliced in accordance with the provisions of Section 52-1.08, “Splicing”, of the Standard Specifications.

50 PRESTRESSING CONCRETE

Add section 50-2

50-2 TIEBACK ANCHORS

Tieback Anchors at the retaining wall, consisting of holes drilled in foundation material, grouted steel bars or strands, and anchorage assemblies, and testing of installed anchors shall conform to the details shown on the plans, the provisions in Section 50, "Prestressing Concrete," of the Standard Specifications, and these special provisions.

PART 1.0 – GENERAL

1.01 SCOPE OF WORK

The work under this section includes the material, equipment, and labor necessary to install and test tiebacks, also referred to as rock and soil anchors, in the locations and to the depths and/or structural capacity shown on the plans. All work shall be in general conformance with the latest edition of the "Recommendations for Pre-stressed Rock and Soil Anchors" by the Post-Tensioning Institute (PTI) Phoenix, AZ.

1.02 DEFINITIONS

Tieback - A rock and soil anchor comprised of a stranded steel cable tendon or deformed steel bar grouted into a near horizontal drilled hole, together with appropriate corrosion protection and anchorage hardware for the purpose of transferring tensile loads into the soil and/or rock formation.

Bond Length - The embedded length of the tie back beyond the active zone which is designed to transfer the tensile load into the soil and/or rock formation.

Free Stressing Length (or unbonded length) - The length of tie back between the face of the formation and the bonded portion of the tie back. The unbonded length is intended not to transfer stress to the soil and/or rock formation.

GUTS - Guaranteed Ultimate Tensile Strength is the minimum breaking load of the tendon.

Design Load (DL) - The final maximum effective capacity of the tie back after allowance for time dependant losses or gains.

Proof Load (PL) - The temporary pre-stressing load at which tie-back is tested.

Lock-off Load (LOL) - The tie back load immediately after the prestress load has been transferred from the prestressing jack to the permanent stressing anchorage.

Lift-off Load - The load required, by test, to determine the actual lock-off load.

Kips ("k") - A unit of load equal to 1,000 pounds.

1.03 QUALITY ASSURANCE

A. Notification - No site work shall be performed without notification of the Engineer at least 2 full working days prior to commencement of work.

- B. Site Information - The Contractor shall satisfy himself as to the nature and quantity of materials likely to be encountered at the site and other work to be performed, and any differences between site conditions shown on the drawings and the actual conditions immediately prior to commencement of work.
- C. Inspection and Testing - The Contractor shall provide the Engineer with access to the work and all reasonable facilities for inspecting and checking the work. The double corrosion protection tiebacks shall be inspected on-site by the Engineer prior to installation.
- D. Conformance of Materials - All materials used in the construction of the drilled piers shall conform to the most recent version and relevant standards of the American Society for Testing and Materials (ASTM), American Concrete Institute (ACI), International Association of Foundation Drilling (ADSC), Caltrans Standard Specifications (Caltrans), Post-Tensioning Institute (PTI) or other standards specified by the Engineer.

PART 2.0 - PRODUCTS

- 2.01 Tiebacks - Shall be double corrosion protection, solid steel bars as designated on the plans and manufactured expressly for use as tiebacks by:

Dywidag -Systems International, Long Beach, California;
 Con-Tech Systems, Delta, B. C., Canada;
 Lang Tendons Inc, Toughkenamon, Pennsylvania, or
 Other supplier approved in advance by the Engineer.

- 2.02 Thread Bar - Shall conform to ASTM Designation A-722 “Uncoated High-Strength Steel Bars for Prestressed Concrete” and the following:

Diameter (inches)	5/8”	3/4”	1”	1 1/4”	1 3/8”
Max. Design Load (GUTS)					
Grade 130 ksi	23.1k	40.8k	71.4k		
Grade 150 ksi			76.5k	112.5k	142.2k
Grade 160 ksi			81.6k	120.0k	151.7k

- 2.03 Tendons - Shall be strand conforming to ASTM 416-84, “Uncoated Seven-Wire Stressed Relieved Strand for Prestressed Concrete” or ASTM Designation A779 “Uncoated Seven Wire Compacted Stress Relieved Strand for Prestressed Concrete.” and the following:

Strand diameter (inches)	3/8”	1/2”	0.6”
Max. Design Load (GUTS-kips) (Grade 270 ksi)	13.8k	24.8k	35.2k

- 2.04 Hardware - Stressing anchors, couplers, anchor plates, wedge washers, anchor nuts, hex nuts, and all other hardware shall conform to the manufacturer’s recommendations and applicable ASTM standards.

- 2.05 Corrosion Protection - Corrosion protection shall be single or double corrosion protection as recommended by the manufacturer and as shown on the plans.

Unless otherwise required, single corrosion protection shall consist of coating the thread bar or strand with an epoxy coating.

Unless otherwise required, double corrosion protection shall consist of grouting the entire length of the tie back within a corrugated Polyvinyl Chloride (PVC) sheath.

The free stressing length i.e. unbonded length, shall be covered with grease and encased in a smooth seamless extruded Polyethylene (PE) sheath.

- 2.06 Corrosion Inhibitor - Shall be an organic compound with corrosion inhibition, moisture displacing and self-healing properties as recommended by the manufacturer. It shall be physically stable and non-reactive with concrete, steel and sheathing material.
- 2.07 Accessories - Plastic sheathing, centralizers, spacers, and other accessories of steel or plastic which are necessary for the installation shall be as recommended by the manufacturer. Wood, paper or other organic material shall not be used.
- 2.08 Cement Grout - Shall be made of Portland Cement conforming to ASTM C-150. Chemical additives that can control bleed and accelerate or retard set, may be used. Water/cement ratio shall be in the range of 0.4 to 0.5. The grout workability must be suitable for uniform placement. Minimum compressive 30 day strength (f'c) shall be at least 5000 psi.

PART 3.0 - EXECUTION

- 3.01 Pre-Construction Meeting - A pre-construction meeting shall be held at the site. The Contractor shall present his proposed construction method and schedule. The meeting will include the Contractor, the Engineer, and Owner's representative.
- 3.02 Equipment - The drilling equipment may be percussion, rotary or other type capable of drilling a hole free of protrusions through soil and rock to the dimensions shown on the drawings.

Grout mixing equipment shall be capable of continuous mechanical mixing that will produce a uniform and thoroughly mixed grout. Grout pumping equipment shall be capable of grouting at a pressure of at least 150 psi.
- 3.03 Alignment - All excavations and holes shall be carefully located and aligned by the Contractor. The drilled hole location shall not deviate more than 2 inches in any direction from the center location shown on the plans. The vertical angle shall be within 3 degrees of the vertical and horizontal orientation shown on the plans.
- 3.04 Dimensions - The diameter of the auger bit, or the inside diameter of the casing, shall be at least 4 inches and equal to or larger than the diameter shown on the plans. The tie back lengths shown on the plans are for bidding purposes. Adjustments in location, direction and length may be required by the Engineer.
- 3.05 Excavation - The excavation (drilling) shall be performed under the intermittent observation of the Engineer to confirm that subsurface conditions are as expected. The Contractor shall keep records of the excavation depth, drilling rates and the transition depth from soil to rock for each drilled excavation.

If excessive sloughing or collapse of the drilled excavation is occurring, then the holes shall be cased to prevent caving. The casing shall be withdrawn as grout is placed.

- 3.06 Steel Placement - Install the tendons or steel thread bars and centralizers promptly after drilling. Centralizers shall be placed every 5 feet along the tie back to maintain the steel in the middle of the hole.

- 3.07 Grout Placement - Immediately after the installation of the steel, grout shall be pumped through a grout pipe or tube extending to the bottom of the drilled excavation. The grouting operation shall be continuous with the grout pipe kept well below the top of the grout at all times. An accurate record of the amount of grout placed in each excavation shall be maintained by the Contractor.
- 3.08 Performance Testing - At least 10 percent of the tiebacks shall be performance tested in accordance with PTI specifications to verify that they have sufficient load carrying capacity, that the free length has actually been established, and the residual movement of the anchor. The tiebacks to be tested shall be designated by the Engineer.

The Contractor shall provide the test set up, hydraulic jack and pump, gauges, other equipment, and labor to perform and record the proof testing under the technical direction of the Engineer. Testing will be carried out no sooner than 7 days after grouting unless the grout mix included an accelerator.

Performance tests shall be made by incrementally loading and unloading the tieback. The loads shall be applied with a hydraulic jack equipped with a pressure gauge that has been calibrated within the prior 6 months as evidenced by a written certificate. The hydraulic pump shall be capable of applying each load increment within 60 seconds and maintaining the load increment within 10 percent.

The tieback displacement shall be measured with a dial gauge or other target capable of accurately measuring to 0.001 inches. The performance load test sequence shall be as follows. The load shall be held at each increment long enough to obtain the movement reading. Except for the reading of the residual movement at AL, no movement readings need to be taken during unloading of the anchor.

<u>LOAD (Ratio of Design Load – DL)</u>	<u>Residual Movement</u>	<u>Total Movement</u>
1: AL, 0.25 DL		S ₁
2: AL, 0.25 DL, 0.50 DL	R ₁	S ₂
3: AL, 0.25 DL, 0.50 DL, 0.75 DL	R ₂	S ₃
4: AL, 0.25 DL, 0.50 DL, 0.75 DL, DL	R ₃	S ₄
5: AL, 0.25 DL, 0.50 DL, 0.75 DL, DL, 1.20 DL	R ₄	S ₅
6: AL, 0.25 DL, 0.50 DL, 0.75 DL, DL, 1.20 DL, 1.33 DL	R ₅	S ₆
7: AL, lock-off load (0.25 DL)	R ₆	

The test load (S₆) shall be held for 10 minutes, displacement measurements shall be taken at 1, 2, 3, 4, 5, 6, and 10 minutes. If the total movement between 1 minute and 10 minutes exceeds 0.04 in. (1mm), the test load shall be held for an additional 50 minutes with further displacement measurements made at 15, 20, 25, 30, 45, and 60 minutes. This period shall start when the hydraulic pump begins to load the anchor from the 1.20 DL load to the test load.

- 3.09 Proof Testing – All remaining tiebacks shall be proof tested in conjunction with the performance tests to verify anchor capacity and to preload the steel bar.

The Contractor shall provide the test set up, hydraulic jack and pump, gages, other equipment, and labor to perform and record the proof testing under the technical direction of the Engineer. Testing will be carried out no sooner than 7 days after grouting unless the grout mix included an accelerator.

Proof tests shall be made by incrementally loading the tie back. The proof loads shall be applied with a hydraulic jack equipped with a pressure gage that has been calibrated within the prior 6 months as evidenced by a written certificate. The hydraulic pump shall be capable of applying each load increment within 60 seconds and maintaining the load increment within 10 percent.

The tie back displacement shall be measured with a dial gage or other target capable of accurately measuring to 0.001 inches. The proof load test sequence shall be as follows. The load shall be held at each increment long enough to obtain the movement reading, but not more than 1 minute. Displacement shall be measured to the nearest 0.001 inch.

LOAD (Ratio of Design Load – DL)

AL, 0.25 DL, 0.50 DL, 0.75 DL, DL, 1.20 DL, 1.33 DL

The load at each increment shall be held for 1 minute and displacement recorded. The test load (1.33 DL) shall be held for 10 minutes, displacement measurements shall be taken at 1, 2, 3, 4, 5, 6, and 10 minutes. If the total movement between 1 minute and 10 minutes exceeds 0.04 in. (1mm), the test load shall be held for an additional 50 minutes with further displacement measurements made at 15, 20, 25, 30, 45, and 60 minutes. The total movement within the period of 6 to 60 minutes shall not exceed 0.080 in. (2mm).

- 3.10 Protective Coating for Steel - All exposed steel that is not encased in concrete shall be protected with two coats of Black Coal Tar Epoxy; (a) Koppers Bitumastic No. 300-M, (b) Americoat 78 HB, or (c) equivalent product approved by the Engineer, applied in conformance with the manufacturer's recommendations. Any portions of the protective coating that are scratched, nicked or otherwise disturbed during construction shall be touched-up with additional coats of the epoxy coating.

MEASUREMENT

Tieback anchors will be measured by each. No change in the length of tieback anchors to be paid for will be made because of the use by the Contractor of an alternative tieback length.

PAYMENT

The contract unit price paid for each **Drilled Tieback, 6 Inch Diameter, 30 Feet Long**, shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in constructing the tieback anchors, including special measures taken to contain grout in the drilled hole, testing, shoring, dewatering, and furnishing and installing anchorage assemblies, complete in place, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer. No payment will be made for tiebacks which do not pass the specified testing requirements.