

TOWN OF
SAN ANSELMO
EST. 1907

2019 PAVEMENT REHABILITATION PROJECT: PHASE 1

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 30, 2019**, 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:

April 16, 2019 at 10:00 a.m.
Town of San Anselmo
Council Chambers
525 San Anselmo Avenue
San Anselmo, CA 94960

March 30, 2019

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



A handwritten signature in blue ink, appearing to read "Sean Condry", written over a horizontal line.

Sean Condry, PE
Town Engineer
Town of San Anselmo



A handwritten signature in black ink, appearing to read "Rachel Calvert", written over a horizontal line.

Rachel Calvert, PE
Assistant Public Works Director
Town of San Anselmo

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 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 30, 2019. 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 2019 PAVEMENT REHABILITATION PROJECT: PHASE 1

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., April 16, 2019, at which time they will be publicly opened and read for: **2019 PAVEMENT REHABILITATION PROJECT: PHASE 1.**

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 2019 PAVEMENT REHABILITATION PROJECT: PHASE 1. The work to be performed under this contract consists of, but is not limited to clearing and grubbing, cold plane asphalt removal, hot mix asphalt paving, paving mat, utility adjustments, pavement delineation and signage, traffic control, water pollution control and ancillary work on Morningside Drive, Meadowcroft Drive, Brookside Drive, Stone Court and Brookside Court as shown on the project plans.

ENGINEER'S COST ESTIMATE: \$625,000
NUMBER OF WORKING DAYS: 15
LIQUIDATED DAMAGES: \$1,500

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 can be obtained from BPXpress Reprographics located at 4903 Central Avenue, Richmond, CA 94804 for a non-refundable cost of \$25 per set. Shipping and handling are extra, depending on the delivery method. Electronic copies of the documents are also available for a non-refundable cost of \$25 per set.

Copies of the documents can be viewed and ordered at www.blueprintexpress.com/sananselmo. They can also be ordered by contacting BPXpress Reprographics by phone at (510) 559-8299 or by email at Richmond@blueprintexpress.com. For any questions about ordering or downloading process, please contact BPXpress. It is the responsibility of each prospective bidder to confirm his/her firm is on the plan holders list held at BPXpress to ensure receipt of any subsequent communications, such as Addenda.

No pre-bid meeting is scheduled for this project.

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 current Marin Uniform Construction Standards, the 2015 Caltrans Standard Plans and Specifications, the Revised Standard Specifications current on March 30, 2019, 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 ten (10) 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 30 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, for additional information concerning this project, or for technical questions or inquiries based on patent ambiguity of the plans, specifications, contract documents or estimate; they must be communicated in writing to scondry@townofsananselmo.org **and** rcalvert@townofsananselmo.org prior to 10:00 A.M. on April 9, 2019 and the Town will provide a written response.

Date: 3/30/19

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 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 30, 2019.

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. 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 or authorized agent.

State: The Town of San Anselmo. 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.

Submittals: 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 City submittals/shop drawings in sufficient detail to enable the City to review the information and determine that the contractor clearly understands the requirements of the contract documents.

Replace " delay" and its definition in section 1-1.07B with:

delay: Event that extends the completion of an activity.

1. **excusable delay:** Delay caused by the Department and not reasonably foreseeable when the work began such as:
 - 1.1. Change in the work
 - 1.2. Department action that is not part of the Contract
 - 1.3. Presence of an underground utility main not described in the Contract or in a location substantially different from that specified
 - 1.4. Described facility rearrangement not rearranged as described, by the utility owner by the date specified, unless the rearrangement is solely for the Contractor's convenience
 - 1.5. Department's failure to obtain timely access to the right-of-way
 - 1.6. Department's failure to review a submittal or provide notification in the time specified
2. **critical delay:** Excusable delay that extends the scheduled completion date
3. **concurrent delay:** Occurrence of at least 2 of the following events in the same period of time, either partially or entirely:
 - 3.1. Critical delay
 - 3.2. Delay to a controlling activity caused by you
 - 3.3. Non-working day



2 BIDDING

Replace section **2-1.06A General** with:

Plans, Notice to Bidders, Bid Book, and Special Provisions may be viewed at the Town of San Anselmo Department of Public Works, 525 San Anselmo Avenue, San Anselmo, CA 94960. Copies of the documents can be viewed and ordered at www.blueprintexpress.com/sananselmo. They can also be ordered by contacting BPXpress Reprographics by phone at (510) 559-8299 or by email at Richmond@blueprintexpress.com. For any questions about ordering or downloading process, please contact BPXpress. It is the responsibility of each prospective bidder to confirm his/her firm is on the plan holders list held at BPXpress to ensure receipt of any subsequent communications, such as Addenda.

2015 Standard Specifications and Standard Plans may be viewed at the Caltrans 'Bidders' Exchange Caltrans Publications Unit of the Division of Procurement and Contracts: (916) 263-0822.

The Revised Standard Specifications and the 2008 Marin County Standards can be obtained via email from the Town at no charge. Email request to rcalvert@townofsananselmo.org. Revised Standard Specifications can also be obtained from Caltrans website at: <http://www.dot.ca.gov/des/oe/construction-contract-standards.html>

Replace section **2-1.06B Supplemental Project Information** with:

Supplemental project information, if available, can be obtained from the Town of San Anselmo Department of Public Works, 525 San Anselmo Avenue, San Anselmo, CA 94960

Delete section **2-1.18 SMALL BUSINESS AND NON-SMALL BUSINESS SUB CONTRACTOR PREFERENCES**

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.

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3 CONTRACT AWARD AND EXECUTION

Replace section 3-1.02B **TIED BIDS** with:
The Town breaks a tied bid with a coin toss.

Replace section 3-1.05 **CONTRACT BONDS (PUB CONT CODE §§ 10221 AND 10222)**
with:

The successful bidder must furnish 2 bonds:

1. Payment bond to secure the claim payment of laborers, workers, mechanics, or materialmen providing goods, labor, or services under the Contract. This bond must be equal to at least 100 percent of the total bid.
2. Performance bond to guarantee the faithful performance of the Contract. This bond must be equal to at least 100 percent of the total bid.

Whenever any surety on any such bonds become insufficient, or if there is a reasonable cause to believe that such surety or sureties have become insufficient, a demand in writing may be made of you to furnish good and sufficient bond or bonds required by the terms of the contract. Thereafter, no payment will be made upon such contract to you or any assignee of yours until such further bond or bonds or additional surety has been furnished.

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.

Notification of Surety Companies The surety companies shall familiarize themselves with all of the conditions and provisions of the contract, and shall waive the right of special notification of change or modification of the contract, or of any other act or acts by the Town or its authorized agents, under the terms of the contract. Failure to notify the surety companies of changes shall in no way relieve them of their obligations under the contract.

The Town furnishes the successful bidder with bond forms.

Delete section **3-1.08, SMALL BUSINESS PARTICIPATION REPORT**

Delete section **3-1.11, PAYEE DATA RECORD**

Replace section **3-1.17 RESERVED** with:

3-1.17 BID PROTEST PROCEDURES

Any protest of the proposed award of Bid to the bidder deemed the lowest responsible bidder must be submitted in writing to the Town no later than 5:00 PM of the fifth (5th) business day following the date of the Bid opening, and

- The initial protest must contain a complete statement of the basis for protest.
- The protest must state the facts and refer to the specific portion of the document or the specific statute that form the basis for the protest. The protest must include the name, address, and telephone number of the person representing the protesting party.
- 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 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.

The bidder's security may be forfeited for failure to execute the contract within the time specified (Pub Cont Code §§ 10181, 10182, and 10183).

A sample of the *Contract* form is included in the Sample Contract Forms section of the Bid Book.

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4 SCOPE OF WORK

Replace paragraph 2 of section **5-1.05A General** with:

A *Change Order* is approved when the Public Works Director signs the *Change Order*.

Add to section **4-1.06 DIFFERING SITE CONDITIONS (23 CFR 635.109)**:

During the progress of the work, if subsurface or latent physical conditions are encountered at the site differing materially from those indicated in the contract or if unknown physical conditions of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the contract, are encountered at the site, the party discovering such conditions shall no later than five (5) working days from discovery of the differing site condition notify the other party in writing of the specific differing conditions before they are disturbed and before the affected work is performed.

Upon written notification, the Engineer will investigate the conditions, and, if the Engineer determines that the conditions materially differ and cause an increase or decrease in the cost or time required for the performance of any work under the contract, an adjustment, excluding loss of anticipated profits, will be made and the contract modified in writing accordingly. The Engineer will notify the Contractor of his/her determination whether or not an adjustment of the contract is warranted.

No contract adjustment that results in a benefit to the Contractor will be allowed unless the Contractor has provided the required written notice.

No contract adjustment will be allowed under the provisions specified in this section for any effects caused on unchanged work.

Any contract adjustment warranted due to differing site conditions will be made in accordance with the provisions in Section 4-1.05, "Changes and Extra Work," of the Standard Specifications except as otherwise provided.

^^

5 CONTROL OF WORK

Add to section **5-1.01 GENERAL**:

If a portion of the Work is covered prior to inspection by the Town (contrary to Engineer's request or direction, or contrary to the requirements of the Contract Documents), you shall, if required by the Engineer, uncover the Work for the Engineer's observation, and replace the Work at your expense without adjustment of the Contract Time or the Contract Sum.

If a portion of the Work has been covered, which is not required by the Contract Documents to be observed or inspected prior to it being covered and which the Engineer has not specifically requested to observe prior to its

being covered, the Engineer may request to see such Work and it shall be uncovered and replaced by you. If 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 Action (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 5-1.27A 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 to the Engineer daily.

Replace the first sentence of section 5-1.36E with:

Protect survey monuments.

Add to section 5-1.43A General:

Your failure to comply with section 5-1.43 including section **5-1.43B Initial Potential Claim Record**, section **5-1.43C Supplemental Potential Claim Record**, section **5-1.43D Full and Final Potential Claim Record**, and section **5-1.43E Alternative Dispute Resolution** is:

1. Waiver of the potential claim and a waiver of the right to a corresponding claim for the disputed work in the administrative claim procedure
2. Bar to arbitration Pub ContCode 10240.2 and Pub Cont Code § 20104.2))

Certify all potential claim records with reference to the California False Claims Act, Government Code Sections 12650- 12655.

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6 CONTROL OF MATERIALS

Add to section **6-2.03C Certificates of Compliance**:

Furnish certificates of compliance where specifically required by the Standard Specifications, by these Special Provisions, and as requested by the Engineer.

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7 LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC

Replace section **7-1.02A General** with:

Comply with laws ; the public entity awarding this contract by action of the Town Council sitting as the governing body of such public entity; and the Town’s employees, officers, and agents against any claim or liability arising from the violation of a law, regulation, order, or decree by you or your employees or any individual or company furnishing resources or activities for you. Immediately report to the Engineer a discrepancy or inconsistency between the Contract and a law, regulation, order, or decree.

You shall procure all permits and licenses, pay all charges and fees, and give all notices necessary and incident to the due and lawful prosecution of the Work.

If the Town incurs any fines or penalties because of your failure to comply with a law, regulation, order, or decree, the Town deducts the amount of the fine or penalty.

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.

All demolished construction sites shall be adequately protected by delineators, caution tape, orange construction fencing, barricades, or other methods approved by the Engineer.

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.

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 **9 hours** unless otherwise authorized by the Engineer.

Pedestrian access. 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, residents and businesses, local utility companies and any other persons or agencies affected by this project. Notification and coordination with residents and service providers will be a necessary part of preparing for full road closure. The Contractor shall minimize impact to residents as much as possible. All roads must be open to vehicles and at the end of each day.

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. 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 effectively protect and guard the Town, its officers, agents, and employees, from any liability as a consequence of any willful act, negligent act or non-negligent act or omission by the Contractor, any of the Contractor's employees or agents, or any subcontractor or supplier, and shall be responsible for any and all damage, injury, or death to persons, or damage to property. Contractor shall indemnify, defend and hold Town harmless from any and all claims, suits, actions, costs, and liability ensuing in connection with the performance of the contract, or failure to protect the safety of workers or the general public, regardless of the existence of or degree of fault or negligence on the part of the Town or the Contractor, subcontractor, or any employee of any of these, other than the active negligence of the Town, its officers, or employees.

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. Insurance Services Office Commercial General Liability coverage ("occurrence" form CG 0001 or equivalent or "claims made" form CG 00 02 or equivalent) NOTE: "claims made" coverage requires special approval and "modified occurrence" coverage is unacceptable.
- ii. Insurance Services Office form number CA 0001 (Ed. 01/87 or equivalent) covering Automobile Liability, 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: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 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, **\$1,500** 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.

Neither the contract, nor any monies due, or to become due, under the contract, may be assigned by the Contractor without the prior consent and approval of the Town Council, nor in any event without the consent of the Contractor's surety or sureties, unless such surety or sureties have waived their right to notice or assignment.

Hours of work shall be between **08:00** and **17:30** Monday through Friday unless otherwise approved by the Engineer in writing.

No work is permitted between 17:30 Friday through 08:00 Monday. No weekend work or work on holidays observed by the Town will be allowed unless approved in advance in writing by the Town.

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 due 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.

Replace section **9-1.22 ARBITRATION** with:

In the event a dispute arises under this Contract, Contractor must file a Government Tort Claim pursuant to California Government Code section 900 *et seq.* as a prerequisite to filing a construction claim under California Public Contract Code sections 20104-20104.6.

All contracts valued at more than \$15,000.00 between the general contractor and its subcontractors and suppliers shall include a provision that the subcontractors and suppliers shall be bound to the contractor to the same extent that the contractor is bound to the Town by all terms and provisions of this contract, including the arbitration provision.

If the Contractor's control of the work is terminated or he abandons the work and the contract work is completed in conformance with the provisions of Public Contract Code Section 10255 (State Contract Act), any dispute concerning the amount to be paid by the Town to the Contractor or his surety, under the provisions of Section 10258 of the Act, shall be subject to arbitration in accordance with the section of these Special Provisions entitled "Arbitration." The surety shall be bound by the arbitration award and is entitled to participate in such arbitration proceedings.

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.

Changeable Message Signs

In addition, starting a minimum of one week prior to commencement of traffic delay or road closure, the contractor shall provide one (1) electronic Changeable Message Sign (CMS) boards where shown below:

N/A (0)

The CMS message boards shall remain active at each site until traffic is no longer impacted by the work.

The Town will install and maintain a second CMS at Butterfield and Suffield. Coordinate your work with theirs.

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 on Broadmoor Avenue are permitted between 9:00 a.m. and 5:00 p.m. Monday through Friday.

Lane closures require a traffic control plan to be submitted **10** 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.

When approved for closure, 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 Fahrenheit. Do not open the cement treated FDR to traffic until the conditions of the specifications allow for trafficking. Contractor shall order work so that all lanes shall be opened to traffic by the times specified above without damaging any phase of the work.

Road Closure and Notification:

Road closures are expected for grinding and paving during work hours. Closure limits must reasonably provide public convenience per these specifications and as directed by the engineer.

No road shall be closed to traffic until immediately prior grinding or paving. No road shall be closed before 8:00 a.m. or after 5:00 p.m. No road shall be closed between 5:00 p.m. Friday through 8:00 a.m. Monday. Road closures require a traffic control plan to be submitted **10 days** in advance of the work. Only closure plans demonstrated to be in conformance with public safety, public convenience and weight limits (on detour routes) will be approved. Failure to illustrate a safe closure with an efficient and functional detour will result in a denial of road closure and the Work must be carried out with a lane closure. No other road closures are 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, Central Marin Police Authority, 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 exposure of subgrade until 2 days after paving is complete. Schedule operations to ensure that the garbage is collected on the regularly scheduled day or arrange an alternate garbage day via the garbage company 10 days in advance.

Contractor must notify 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, and dates and times of closure. Sign must be black form lettering on a white background. Lettering must be a minimum of 2-inches in height, 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 forty-eight (48) 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.

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13 WATER POLLUTION CONTROL

Add to section 13-1.01A

You shall know and fully comply with the applicable provisions of the Manuals and Federal, State, and local regulations that govern your operations and storm water discharges from both the project site and areas of disturbance outside the project limits during construction.

Under no circumstances, shall concrete wash water, water from sawcutting operations, material from striping and pavement marking removal, or any other contaminated water be allowed to enter the storm drain system or other drainage courses.

Unless arrangements for disturbance of areas outside the project limits are made by the Town and made part of the contract, it is expressly agreed that the Town assumes no responsibility whatsoever to you or any property owner with respect to any arrangements made between you and a property owner to allow disturbance of areas outside the project limits. Information in this section shall be included in any arrangement.

Add to section 13-1.01D(2):

You shall be responsible for penalties assessed or levied on you or the Town because of your failure to comply with the provisions in this section "Water Pollution Control," including, but not limited to, compliance with the applicable provisions of the Manuals, and Federal, State, and local laws, regulations and requirements as set forth

therein. See “Retention of Funds” sub-section later in this special provision.

Penalties as used in this section shall include fines, penalties and damages, whether proposed, assessed, or levied against you or the Town, including those levied under the Federal Clean Water Act and the State PorterCologne Water Quality Control Act, by governmental agencies or as a result of citizen suits. Penalties shall also include payments made or costs incurred in settlement for alleged violations of the Manuals, or applicable laws, regulations, or requirements. Costs incurred could include sums spent instead of penalties, in mitigation or to remediate or correct violations.

Contractor must train employees/subcontractors on the water pollution prevention requirements contained in these provisions. The Contractor must inform all subcontractors of the water pollution prevention contract requirements and must include appropriate subcontract provisions to ensure that these requirements are met.

Add to section 13-2.01A:

It is anticipated that the project will disturb less than 5 acres of soil and have an ‘erosivity waiver’ and therefore a SWPPP would not be required unless triggered as described in Section 13-2.03. Contractor must confirm this assumption.

Contractor shall prepare a Water Pollution Control Program.

Notwithstanding any other remedies authorized by law, the Town may retain money due to you under the contract, in an amount determined by the Town, up to and including the entire amount of Penalties proposed, assessed, or levied as a result of your violation of the Permit, the Manuals, or Federal or State law, regulations or requirements. Funds may be retained by the Town until final disposition has been made as to the Penalties. You shall remain liable for the full amount of Penalties until such time as they are finally resolved with the entity seeking the 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% of the item total upon authorization of the Water Pollution Control Plan
2. Remaining 25% 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.

Add to section 13-4.03E(4):

Inspect vehicles and equipment arriving on-site for leaking fluids and promptly repair leaking vehicles and equipment. Drip pans must be used and replaced frequently enough to catch leaks. If leaks cannot be repaired immediately, remove the vehicle or equipment from the job site.

Add to section 13-4.03F:

Clean and sweep roadways and on-site paved areas of all materials attributed to or invoiced in the work at the end of each working day and as directed by the Engineer. Do not use water to flush down streets in place of street sweeping.

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15 EXISTING FACILITIES

Add to section 15-1.01:

Existing Utilities

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

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

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

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

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

Landscape Restoration

Hardscape features (fences, walkways, foot bridges, planters, etc.); trees, lawns, shrubbery, plants, flowers etc.; and irrigation lines that are not noted on the plans to be removed or relocated must be protected from damage or injury. If damaged or removed because of the Contractor's operations, they shall be restored or replaced to their original conditions. Broken irrigation lines must be temporarily repaired immediately upon their breakage and permanently repaired prior to completion of the work. Repairs and replacements must be at least equal to existing improvements.

Full compensation for Existing Facilities shall be considered as included in the various items of work and no separate payment will be made thereof unless otherwise noted.

Full compensation for Landscape Restoration shall be considered as included in the various items of work and no separate payment will be made therefor.

Full compensation for complying with all other provisions of this section shall be considered as included in the various contract items of work and no separate payment will be made therefor.

Replace section 15-1.03E with:

15-1.03E Utility Work

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

agencies can be prepared to reset covers to grade following paving.

Contact each utility company and obtain a response:

PG &E:	MJMQ@pge.com
	ERCL@pge.com
MMWD	amitchell@marinwater.org
	aanaya@marinwater.org
RVSD	khayden@rvsd.org
	dgalvallos@rvsd.org
AT&T	mm1429@att.com

Advise the Town if assistance with additional contact information is necessary.

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

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

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

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

Precast concrete elements must conform to the requirements of the specifications, including Section 70-4.

Salvaged materials which are undamaged may be reinstalled as directed by the Engineer. Structures built of cast-in-place or precast concrete and brick or vitrified clay pipe parts must be replaced in kind, unless otherwise permitted by the owners of the facilities.

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

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

Cooperate with utility companies working within and around the project area. In the event a utility company elects to have you perform the work by written confirmation, you will be responsible for adjusting the covers. You must perform the work according to said utility company's standards.

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

WATER VALVE

Water valve covers must be adjusted to grade per Marin Municipal Water District Standards, as shown on the

plans, and as directed by the Engineer.

GAS VALVE

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

SANITARY SEWER MANHOLES

Sanitary Sewer Manholes must be adjusted to grade per Ross Valley Sanitary Sewer District, Sanitary District No. 1 of Marin County Standard Specifications and Drawings, as shown on the plans, and as directed by the Engineer.

STORM DRAIN MANHOLES

Storm Drain Manholes must be adjusted to grade as shown on the plans and as directed by the Engineer.

IDENTIFYING, REPLACING MONUMENT, AND ADJUSTING MONUMENT COVER

Protect all monuments whether noted on the plans or not. Monuments that will be disturbed must be identified by the Contractor to the Engineer, for a town hired surveyor to set reference points to reestablish the monument. Contractor must provide at least 10 days' notice to the Engineer of any monuments that will be disturbed. No monuments shall be removed without the prior agreement of the Engineer nor before the surveyor has set reference points to reestablish the monument. Monuments that will be disturbed must be removed during the removal of the existing pavement. After the pavement is reconstructed, disturbed monuments must be replaced in the same location using the same bronze plaque and cast-iron frame and cover. After the pavement is reconstructed, for monuments that are protected in place, the monument cover must be adjusted so that there will not be any perceptible difference in elevation between the finished pavement surface and the cover. Monument Covers must be adjusted to grade per Marin Uniform Construction Standards, as shown on the plans and as directed by the Engineer.

Marin Municipal Water District cathodic protection testing station shall be measured and paid as Adjust Water Valve.

Pacific Gas and Electric cathodic protection testing station (G5) shall be measured and paid as Adjust Gas Valve.

Storm sewer manhole and sanitary sewer manhole shall be measured and paid for as Adjust Sewer Manhole.

Utility boxes for sewer clean outs, located in the pavement section, will be measured and paid for as Adjust Gas Valve.

Utility boxes for street lighting, located in the pavement section, shall be measured and paid as Adjust Gas Valve.

The contract unit price paid for **Adjust Water Valve, Adjust Sewer Manhole, Adjust Monument and Adjust Gas Valve** includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in lowering and raising frames and covers to grade, complete in place, including referencing, concrete and HMA (Type A), brass disks and appurtenances as shown on the plans, as specified in specifications, and as directed by the Engineer, and no additional compensation will be made therefor.

Replace section 15-2.02B(3) with:

15-2.02B (3) Cold Plane Asphalt Concrete

15-2.02B(3)(a) General

Notify businesses and homeowners forty-eight (48) hours in advance of grinding operations.

Pavement grinding operations must not commence until all existing traffic delineation and all street surface facilities/features including utility castings and boxes, survey monuments and benchmarks within the area have been “tied out/ referenced” by the Contractor and noted to the Engineer.

Protect concrete pavements and walks, curbs and bases, and other improvements adjacent to the operations with suitable materials. You are responsible for any damage caused by your employees or equipment and you must make necessary repairs. All damage caused by your operations must be repaired or replaced as required. The required grinding is to be performed without disturbing the existing curb and gutter which may be cracked and fragile. Damage to the existing curb and gutter resulting from operating the grinding machine or the “hand” clearing operations must be corrected, to the satisfaction of the Engineer, by you at your expense.

Any concrete gutters chipped by the pavement grinding operations must be epoxy patched or, removed and replaced. “Mason’s mix” shall not be permitted.

Cover drainage inlets and use linear sediment barriers to protect downhill receiving waters until sawcutting, grinding, sealing, and paving activities are completed and excess material has been removed.

Limits of grinding, as shown on the plans and as directed by the Engineer, must be marked by the Engineer prior to grinding operations. The contractor shall be responsible to notify the Engineer for marking of limits a minimum of 48 hours prior to startup time.

No additional compensation shall be made for concrete grinding in excess of the limits marked or as shown on the plans unless so directed by the Engineer.

15-2.02B(3)(b) Materials

Use the same quality of HMA (materials and placement) for temporary tapers, as that which is used for the HMA overlay.

15-2.02B(3)(c) Construction

15-2.02B(3)(c)(i) General

Do not use a heating device to soften the pavement.

The cold plane machine must be:

1. Equipped with a cutter head width that matches the planing width. If the cutter head width is wider than the cold plane area shown, submit to the Engineer a request for using a wider cutter head. Do not cold plane unless the Engineer approves your request.
2. Equipped with automatic controls for the longitudinal grade and transverse slope of the cutter head and:
 - 2.1. If a ski device is used, it must be at least 30 feet long, rigid, and a 1-piece unit. The entire length must be used in activating the sensor.
 - 2.2. If referencing from existing pavement, the cold planing machine must be controlled by a self-contained grade reference system. The system must be used at or near the centerline of the roadway. On the adjacent pass with the cold planing machine, a joint-matching shoe may be used.
3. Equipped to effectively control dust generated by the planing operation.
4. Operated so that no fumes or smoke is produced.
5. Equipment must be equipped with a conveyor system and the Contractor must concurrently load the pavement grindings into an adjacent truck

6. Equipment must meet all requirements of legally powered regulatory agencies including noise control standards.
7. Equipment must not produce excessive dust and must conform to the Standards of the Bay Area Air Quality Control Board. Pre-heating of the asphalt concrete must not be performed. The machine must be equipped with a water device for dust control. The grinding machine must have a side shield to prevent ground material from being thrown on the sidewalk.

Pavement Grinding must be in accordance with the applicable provisions of the specifications and shall involve: Grinding an adequate depth so the finished grinding surface is the depth below finished grade as shown on the plans, across the roadway between the lip of gutter and lip of gutter, or edge of pavement, with cross slopes that match existing or as directed by the Engineer. Depth of grind shown on the plans is measured from the lip of gutter, and the work includes any material overlaid above the lip of gutter or edge of pavement and includes material in the gutter pan.

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

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

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

In those areas where the existing asphalt pavement extends to the curb face over the gutter pan and is left after the grinding operation, the Contractor must clear this residue asphalt pavement to the curb face. The area requiring "hand" clearing must be that area between the edge of the grinding wedge left by operating the grinding machine to the curb face. The Contractor must then use suitable methods to clear residue asphalt concrete from the gutter pan (grinding lip to curb face).

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

TEMPORARY HMA TAPERS

Where **transverse** joints are planed in the pavement at conform lines no drop-off shall remain between the existing pavement and the planed area when the pavement is opened to public traffic. If Hot Mix Asphalt (HMA) has not been placed to the level of existing pavement before the pavement is to be opened to public traffic a temporary HMA taper must be constructed. HMA for temporary tapers must be placed to the level of the existing pavement, provide a smooth ride and tapered on a slope of 30:1 (Horizontal: Vertical) or flatter to the level of the planed area.

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

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

TEMPORARY PAVEMENT DELINEATION

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

When the work causes obliteration of pavement delineation, temporary or permanent pavement delineation must be in place before opening the traveled way to public traffic.

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

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

Temporary pavement delineation shall be used until the permanent delineation is in place, and for a minimum of 5 and a maximum of 14 days. Before the end of the 14th day, the permanent delineation shall be placed.

SCHEDULING AND NOTICE

Unless otherwise approved by the Engineer, contractor must schedule operations such that not more than (3) three calendar days elapse between the time when street are cold planed and the permanent surfacing is placed. For streets receiving paving mat, the contractor may delay the final 2-inch lift for an additional (2) two days to reduce the number of days for fabric application.

REMOVAL AND DISPOSAL

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

15-2.02B(3)(d) Measurement

Cold plane asphalt concrete pavement is measured by the square yard. The quantity to be paid for will be the actual area of surface cold planed irrespective of the number of passes required to obtain the depth shown on the plans, or the volume of asphalt pavement above the proposed finish grade.

15-2.02B(3)(e) Payment

The contract price paid per square yard for **Cold Plane Asphalt Concrete (8")**, **Cold Plane Asphalt Concrete (7.4")** and **Cold Plane Asphalt Concrete (6")**, shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in cold planing asphalt concrete surfacing, including disposing of planed material, protecting improvements, notification, furnishing the HMA for constructing temporary HMA tapers, maintaining, removing, and disposing of temporary HMA tapers, placing, maintaining, removing and disposing of temporary pavement delineation, as specified in the Standard Specifications and these special provisions and as directed by the Engineer, and no additional compensation will be allowed therefor.

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 (Type A).

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. Hot Mix Asphalt (Type A) placed outside of the lines and grades of the plans and specification shall not be paid for without a contract change order.

The contract price 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 placing and compacting hot mix asphalt as shown on the plans, 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.

Hot Mix Asphalt ¾” (Type A) and Hot Mix Asphalt ½” (Type A) shall be measured and paid for as **Hot Mix Asphalt (Type A)**

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DIVISION IX TRAFFIC CONTROL FACILITIES

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81 MISCELLANEOUS TRAFFIC CONTROL DEVICES

Add to section 81-3.03A:

Blue reflective markers are presently being used to mark locations of fire hydrants at all sites. You are responsible for referencing and replacing those markers. At locations where a fire hydrant is present, and a blue reflective marker is displaced by your activities, place a blue reflective marker as directed by the Engineer.

Replace section 81-3.04 with:

Full compensation for placing blue reflective marker must be considered as included in the various contract items of work and no separate payment will be

88 GEOSYNTHETICS

Replace the table in section 88-1.02K with:

Property	Test	Requirement
Mass per unit Area, ounces per square yard, min	ASTM D 5261	3.7
Grab tensile strength 25-mm grip, 1-inch grip, pounds, min. in each direction	ASTM D 4632	200
Elongation at break, percent max	ASTM D 4632	<5
Melting Point, ° F, min	ASTM D 276	425
Breaking Force lb/2 inches, min	ASTM D 5035	45

Replace section 88-1.03 CONSTRUCTION with:

This work shall consist of furnishing and placing Paving Mat as shown on the Plans and as described in these Special Provisions.

Prior to placing fabric, remedial work and the Leveling Course shall be complete. Following the surface preparation the pavement surface shall be clean (free of foreign matter and surface contaminants), dry and the pavement temperature at 40°F and rising.

The asphaltic binder shall be PG-64-16 and sprayed uniformly at the rate recommended by the manufacturer (**minimum of 0.20 gallons per square yard**) and shall have a minimum temperature of 300°F.

Transverse joints shall be lapped by 4 inches minimum width and longitudinal joints shall be lapped by 2 inches minimum. Transverse joints shall be shingled in the direction of the paving to prevent edge pick-up by the paver. The fabric shall be laid by mechanical means or by hand with sufficient tension to eliminate wrinkles. As directed by the Engineer, if fabric folds exist or wrinkles 1/2 inch in height or greater exist, the fabric shall be slit and allowed to lie flat.

All fabric placed in a day shall be paved over the same day. Placement of fabric shall be closely followed by the paving operation, unless approved by the Engineer. **Public traffic shall not be allowed on the bare engineered paving mat.** Fabric shall not be placed under overlays of less than 1.5" of compacted thickness in the 1st lift

The Contractor shall furnish a Certificate of Compliance in accordance with the provisions of Section 6-1.07, "Certificate of Compliance" of the Standard Specifications.

Replace section 88-1.03 PAYMENT with:

Paving Mat shall be measure by the square yard of pavement covered. The price paid per square yard of Paving Mat shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, involved in providing and placing fabric compete in place including preparation and asphaltic binder, as shown on the Plans, specified herein and as directed by the Engineer.