TOWN OF FAIRFAX
STAFF REPORT

To: Mayor and Members of the Town Council

From: Michael Rock, Town Manager MKR

Date: April 4, 2012

Subject: **Adoption of Resolution 12- of the Town Council Authorizing the Town Manager to Release Plans and Specifications: *Oak Manor Dr. Sidewalk Improvement Project***

RECOMMENDATION

Authorize the Town Manager to advertise and solicit construction bids for the Oak Manor Dr. Sidewalk Improvement Project.

DISCUSSION

The Town of Fairfax was awarded a Non-Motorized Transportation Pilot Program (NTPP) grant for several projects in Town over the last four years including the Oak Manor Dr. Sidewalk Improvement Project.

The installation of new sidewalk creates a crucial link to existing sidewalk on both ends of this missing link on Oak Manor Drive and allows school children to have a continuous sidewalk path to Oak Manor Elementary School. Many pedestrians and bicyclists walk or ride into the Fairfax Community Church parking lot or directly onto Oak Manor Drive to avoid this missing link.

Project Description:

The work in general consists of constructing a new sidewalk along Oak Manor Drive at its intersection with Sir Francis Drake Blvd, including a new pedestrian ramp and conform paving.

More specifically, this project includes installation of 62 lineal feet of new sidewalk on Oak Manor Drive where there currently is no sidewalk (the missing link). It also includes removing the existing ramp at the corner of Oak Manor Drive and Sir Francis Drake Blvd. and building a new ADA compliant ramp. There is a complete list of bid items on page BB-14 of the Plans and Specifications.

Timeline: The bids will be opened on April 25, 2012 and a responsible low bidder will be brought back to the Town Council for award of a construction contract on May 2, 2012. Work may then commence soon thereafter.

FISCAL IMPACT

The Engineer's estimate of probable cost for the construction of this project is $38,287. The cost to prepare the plans and specifications was $13,497 or a total project cost of $51,784. The NTPP Grant

AGENDA ITEM # 6

Award is $54,500. This leaves a balance of $2,716 for the construction management and field inspection to be performed by the Town's Public Works Manager. The funding source is NTPP as administered through the County of Marin.

ATTACHMENTS

Exhibit A: Resolution Authorizing the Town Manager to Release the Plans and Specifications for the Oak Manor Dr. Sidewalk Improvement Project

Exhibit B: Notice Inviting Bids for the Oak Manor Dr. Sidewalk Improvement Project

Exhibit C: Oak Manor Dr. Sidewalk Improvement Project Plans and Specifications (Hard Copy Available at Town Hall)

EXHIBIT A

RESOLUTION 12-

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FAIRFAX AUTHORIZING THE TOWN MANAGER TO RELEASE THE PLANS AND SPECIFICATIONS FOR THE OAK MANOR DRIVE SIDEWALK IMPROVEMENT PROJECT

WHEREAS, the Town was awarded a grant funded through the Federal Non-Motorized Transportation Pilot Project (NTPP) for the specific purpose of improving pedestrian, bicycle and other non-motorized transportation; and

WHEREAS, the Town Council has an adopted strategic plan that places creating and improving pedestrian, bicycle and other non-motorized transportation as the highest priority; and

WHEREAS, the project provides sixty-two lineal feet of new sidewalk and thus connects the missing link of sidewalk on Oak Manor Drive that is critical for the safety of pedestrians and bicyclists; and

WHEREAS, the plans and specifications have been prepared and are ready to advertise for bid.

NOW, THEREFORE, BE IT RESOLVED, that the Town Council of the Town of Fairfax, hereby authorizes the Town Manager to release the Oak Manor Drive Sidewalk Improvement Project plans and specifications to bid.

The forgoing Resolution was duly introduced and adopted at a regular meeting of the Town Council of the Town of Fairfax held in said Town on the 4th day of April, 2012, by the following vote:

AYES:
NOES:
ABSENT:

_____
Pam Hartwell-Herrero, MAYOR

Attest:

_____
Judy Anderson, Town Clerk

EXHIBIT B

TOWN OF FAIRFAX
Town Hall
142 Bolinas Road
Fairfax, CA 94930

Oak Manor Drive Sidewalk Improvements

NOTICE INVITING BIDS

NOTICE IS HEREBY GIVEN that sealed bids will be received by the Town Engineer of the Town of Fairfax, 142 Bolinas Road, Fairfax, California, until the hour of 2:00 p.m., on the 25th day of April, 2012, at which time they will be publicly opened and read aloud in the conference room of the Town of Fairfax, Town Hall, 142 Bolinas Road, Fairfax, California, for:

TOWN OF FAIRFAX
OAK MANOR DRIVE SIDEWALK IMPROVEMENTS

The work in general consists of constructing a new sidewalk along Oak Manor Drive at its intersection with Sir Francis Drake Blvd, including a new pedestrian ramp and conform paving.

Complete bid packages, including project plans, technical specifications, bid forms and contract documents may be secured at the office of:

Coastland Civil Engineering
1400 Neotomas Avenue
Santa Rosa, CA 95405
Tel. (707) 571-8005 Fax (707) 571-8037

at the following non-refundable costs: **Specifications and Contract Documents $40 per set. If mailing is desired an additional non-refundable cost of $20 per set will be required.** Checks shall be made payable to "Coastland Civil Engineering".

In accordance with California Public Contract Code Section 3400, bidders may propose equals of products listed in the technical specifications or project plans by manufacturer name, brand or model number, unless the technical specifications or plans specify that the product is necessary to match others in use. Complete information for products proposed as equals must be submitted to the Coastland Civil Engineering for review at least 10 working days before the time specified for bid opening in accordance with the bidders instructions contained in the bid package.

In accordance with California Public Contract Code Section 20170, all bids must be presented under sealed cover and include one of the following forms of bidder's security: cash, cashier's check made payable to the Town, certified check made payable to the Town, or a bidder's bond. The amount of bidder's security provided must equal at least ten (10) percent of the total of the bid price for the base bid and the additive or deductive items listed in this notice. The successful

bidder must submit to the Town complete, executed copies of all required documents within ten (10) working days of receiving written notice of award of the project. Bidder's security of any successful bidder that fails to do so will be forfeited to the Town. Such required documents include, but are not limited to, a payment or labor and materials bond in an amount of at least 100 percent of the amount payable by the terms of the project contract and that satisfies the requirements of California Civil Code Section 3248, and a performance bond in an amount of at least 100 percent of the amount payable by the terms of the contract. All project bonds must be executed by an admitted surety insurer in accordance with applicable law and acceptable to the Town.

Pursuant to the provisions of Section 1770 et seq. of the California Labor Code the Director of Industrial Relations for the State of California has ascertained the current general prevailing rate of wages for employer purposes, in Marin County, State of California. Not less than the general prevailing rate of per diem wages for work of a similar character in Marin County and not less than the general prevailing rate of per diem wages for holiday work fixed as provided in the California Labor Code shall be paid to all workers engaged in performing the project.

In accordance with the California Government Code Section 1773.2, copies of the applicable determinations of the Director are on file in the Town of Fairfax, office of the Town Engineer, and may be reviewed upon request.

A pre-bid meeting is not scheduled for this project.

In accordance with California Public Contract Code Section 3300, a valid class A California contractor's license is required to bid on the project.

In accordance with California Public Contract Code Section 22300, except where prohibited by federal regulations or policies, the successful bidder may, on request and at its expense, substitute securities in lieu of amounts withheld by the Town from progress payments to ensure performance under the contract in accordance with the contract documents.

BY SUBMITTING A BID IN RESPONSE TO THIS NOTICE INVITING BIDS, THE BIDDER SHALL BE CONCLUSIVELY DEEMED TO HAVE READ, UNDERSTOOD AND AGREED WITH ALL OF THE INFORMATION AND MATERIALS CONTAINED IN THE BID DOCUMENTS, INCLUDING BUT NOT LIMITED TO THE CONTRACT, THE GENERAL CONDITIONS, THE SPECIAL CONDITIONS, THE REQUIRED INDEMNIFICATION OBLIGATION, THE REQUIRED NATURE AND AMOUNT OF INSURANCE AND THE ENDORSEMENTS AND CERTIFICATES EVIDENCING SAID INSURANCE. SEE ALSO SECTION 6.08 "INSURANCE" INCORPORATED BY THIS REFERENCE.

The Town of Fairfax reserves the right to postpone the date and time for the opening of proposals at any time prior to the date and time announced in the advertisement in accordance with applicable law.

The Town of Fairfax reserves the right to reject any and all bids or to waive any defects or irregularity in bidding in accordance with applicable law. In accordance with California Public Contract Code Section 20103.8, if the Town elects to award a contract for performance of the project, the contract will be awarded in accordance with California Public Contract Code Section

20162 and other applicable law to the responsible bidder submitting a responsive bid with the lowest total bid price for the base bid without consideration of the bid price for any additive or deductive items. All bids will remain valid for 90 days after the bid opening. Except as permitted by law and subject to all applicable remedies, including forfeiture of bidder's security, bidders may not withdraw their bid during the 90 day period after the bid opening.

By order of the Town Council of the Town of Fairfax, Marin County, California.

EXHIBIT C

PLANS AND SPECIFICATIONS

FOR THE

OAK MANOR DRIVE SIDEWALK

IMPROVEMENT PROJECT

TOWN OF FAIRFAX
DEPARTMENT OF PUBLIC WORKS
CALIFORNIA

NOTICE TO CONTRACTORS

SPECIAL PROVISIONS, PROPOSAL AND CONTRACT

FOR

Oak Manor Drive Sidewalk Improvements Project

Project No. 51-895

FOR USE IN CONNECTION WITH SPECIFIED
STANDARD SPECIFICATIONS AND STANDARD PLANS DATED MAY 2006
OF THE CALIFORNIA DEPARTMENT OF TRANSPORTATION

AND

CURRENT GENERAL PREVAILING WAGE RATES AND
LABOR SURCHARGE AND EQUIPMENT RENTAL RATES
OF THE CALIFORNIA DEPARTMENT OF TRANSPORTATION

BID OPENING DATE:

2:00 p.m., April 25, 2012

TOWN OF FAIRFAX
Town Hall
142 Bolinas Road
Fairfax, CA 94930

Oak Manor Drive Sidewalk Improvements

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In accordance with California Public Contract Code Section 3400, bidders may propose equals of products listed in the technical specifications or project plans by manufacturer name, brand or model number, unless the technical specifications or plans specify that the product is necessary to match others in use. Complete information for products proposed as equals must be submitted to the Coastland Civil Engineering for review at least 10 working days before the time specified for bid opening in accordance with the bidders instructions contained in the bid package.

In accordance with California Public Contract Code Section 20170, all bids must be presented under sealed cover and include one of the following forms of bidder's security: cash, cashier's check made payable to the Town, certified check made payable to the Town, or a bidder's bond. The amount of bidder's security provided must equal at least ten (10) percent of the total of the bid price for the base bid and the additive or deductive items listed in this notice. The successful bidder must submit to the Town complete, executed copies of all required documents within ten (10) working days of receiving written notice of award of the project. Bidder's security of any successful bidder that fails to do so will be forfeited to the Town. Such required documents

include, but are not limited to, a payment or labor and materials bond in an amount of at least 100 percent of the amount payable by the terms of the project contract and that satisfies the requirements of California Civil Code Section 3248, and a performance bond in an amount of at least 100 percent of the amount payable by the terms of the contract. All project bonds must be executed by an admitted surety insurer in accordance with applicable law and acceptable to the Town.

Pursuant to the provisions of Section 1770 et seq. of the California Labor Code the Director of Industrial Relations for the State of California has ascertained the current general prevailing rate of wages for employer purposes, in Marin County, State of California. Not less than the general prevailing rate of per diem wages for work of a similar character in Marin County and not less than the general prevailing rate of per diem wages for holiday work fixed as provided in the California Labor Code shall be paid to all workers engaged in performing the project.

In accordance with the California Government Code Section 1773.2, copies of the applicable determinations of the Director are on file in the Town of Fairfax, office of the Town Engineer, and may be reviewed upon request.

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In accordance with California Public Contract Code Section 3300, a valid class A California contractor's license is required to bid on the project.

In accordance with California Public Contract Code Section 22300, except where prohibited by federal regulations or policies, the successful bidder may, on request and at its expense, substitute securities in lieu of amounts withheld by the Town from progress payments to ensure performance under the contract in accordance with the contract documents.

BY SUBMITTING A BID IN RESPONSE TO THIS NOTICE INVITING BIDS, THE BIDDER SHALL BE CONCLUSIVELY DEEMED TO HAVE READ, UNDERSTOOD AND AGREED WITH ALL OF THE INFORMATION AND MATERIALS CONTAINED IN THE BID DOCUMENTS, INCLUDING BUT NOT LIMITED TO THE CONTRACT, THE GENERAL CONDITIONS, THE SPECIAL CONDITIONS, THE REQUIRED INDEMNIFICATION OBLIGATION, THE REQUIRED NATURE AND AMOUNT OF INSURANCE AND THE ENDORSEMENTS AND CERTIFICATES EVIDENCING SAID INSURANCE. SEE ALSO SECTION 6.08 "INSURANCE" INCORPORATED BY THIS REFERENCE.

The Town of Fairfax reserves the right to postpone the date and time for the opening of proposals at any time prior to the date and time announced in the advertisement in accordance with applicable law.

The Town of Fairfax reserves the right to reject any and all bids or to waive any defects or irregularity in bidding in accordance with applicable law. In accordance with California Public Contract Code Section 20103.8, if the Town elects to award a contract for performance of the project, the contract will be awarded in accordance with California Public Contract Code Section 20162 and other applicable law to the responsible bidder submitting a responsive bid with the lowest total bid price for the base bid without consideration of the bid price for any additive or deductive items. All bids will remain valid for 90 days after the bid opening. Except as

permitted by law and subject to all applicable remedies, including forfeiture of bidder's security, bidders may not withdraw their bid during the 90 day period after the bid opening.

By order of the Town Council of the Town of Fairfax, Marin County, California.

TABLE OF CONTENTS

Instructions to Bidders BB-1
Bidder's Check List BB-12
Bidder's Proposal and Bid Schedule BB-13
Bid Bond BB-16
Designation of Subcontractors BB-18
Experience and Financial Qualifications BB-19
Workers Compensation Insurance Certification BB-21
Non-Collusion Affidavit BB-22
Debarment Certification BB-23
Debarment and Suspension Certification BB-24
Public Contract Code Section 10285.1 Statement BB-25
Public Contract Code Section 10162 Questionnaire BB-26
Public Contract Code Section 10232 Statement BB-27
Performance Bond BB-28
Labor and Materials Bond BB-30
Defective Material and Workmanship Bond BB-32
Construction Contract BB-34
Guarantee BB-54
Escrow Agreement BB-55

GENERAL PROVISIONS

SECTION	TITLE	
1.	Definitions	1
2.	Scope of Work	6
3.	Control of Work and Material and Changes in Work	9
4.	Trenching and Utilities and Project Facilities	21
5.	Prosecution and Progress of the Work	26
6.	Contractor Responsibilities	32
7.	Measurement and Payment	57
8.	Project Acceptance and Closeout	61
9.	Remedies and Disputes	63
10.	Special Provisions	69

INSTRUCTIONS TO BIDDERS

1. DEFINITIONS

1.1 Bid forms. The bid forms are the documents listed in the Bidder's Check List in the bid package Table of Contents as comprising the documents that must be submitted for each bid for it to be deemed complete.

1.2 Bid package. A complete bid package consists of the following documents: Notice to Bidders, Instructions to Bidders, Bidder's Check List, Proposal and Schedule of Bid Prices, Bid Bond, Contractor License Information, List of Proposed Subcontractors, Workers Compensation Insurance Certification, Non-collusion Affidavit, Debarment Certification, Debarment and Suspension Certification, Public Contract Code Section 10285.1, Public Contract Code Section 10162 Questionnaire, Public Contract Code Section 10232 Statement, Bidder's Questionnaire, if any, Bidder's Signature Page, Contract Check List, Contract, Performance Bond, Payment Bond, Contract Change Order, Maintenance Bond, Escrow for Security Deposit Agreement, General Provisions, Special Provisions, and the Project Plans.

1.3 Contract documents. The contract documents are all of the documents incorporated into the final Project contract as listed in the contract.

1.4 Project. The Project is the Oak Manor Drive Sidewalk Improvements as described in the bid package.

1.5 Project Plans. The Project Plans are the primarily graphic detailed requirements concerning the Project contained in the bid package.

1.6 Technical Specifications. The Technical Specifications provide detailed requirements concerning the Project and are contained in Special Provisions in the bid package.

2. BIDDER'S REPRESENTATIONS

Each bidder by submitting a bid represents that:

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

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

2.3 The bidder understands that quantities of unit price items may vary from the estimates provided in the technical specifications.

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

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

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

3-1 The bidder shall examine carefully the work site, the Project Plans and Technical Specifications, and the entire Bid Package. The submission of a bid shall be conclusive evidence that the bidder has investigated and is satisfied as to the general and local conditions to be encountered, as to the character, quality and scope of work to be performed, the quantities of materials to be furnished and as to the requirements of the Contract Documents.

3-2 The submission of a bid shall also be conclusive evidence that the bidder is satisfied as to the character, quality and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information was reasonably ascertainable from an inspection of the site and the records of exploratory work done by the Town as shown in the bid documents, as well as from the Project Plans and Technical Specifications.

3-3 Where the Town has made investigations of work site conditions including subsurface conditions in areas where Work is to be performed, or in other areas, that may constitute possible local material sources, bidders may, upon request, inspect the records of the Town as to those investigations.

3-4 Where there has been prior construction by the Town or other public agencies within the project limits, records of the prior construction that are currently in the possession of the Town and that have been used by, or are known to, the designers and administrators of the project will be made available for inspection by bidders, upon request, subject to this Section 3. Such records may include, but are not limited to, as-built drawings, design calculations, foundation and site studies, project reports and other data assembled in connection with the investigation, design, construction and maintenance of the prior projects.

3-5 Inspection of the records of investigations and project records in the possession of the Town may be made at the Public Works Office.

3-6 When a log of test borings or other record of geotechnical data obtained by the Town's investigation of surface and subsurface conditions is included with the Project Plans, it is furnished for the bidders' information and its use shall be subject to this Section 3.

3-7 In some instances, information considered by the Town to be of possible interest to bidders has been compiled as "Materials Information." The use of the "Materials Information" shall be subject to the conditions and limitations set forth in this Section 3.

3-8 When cross sections are not included with the Project Plans, but are available, bidders may inspect the cross sections and obtain copies for their use, at their expense.

3-9 When cross sections are included with the Project Plans, it is expressly understood and agreed that the cross sections do not constitute part of the Agreement, do not necessarily represent actual site conditions or show location, character, dimensions and details of Work to be performed, and are included in the Project Plans only for the convenience of bidders and their use is subject to the conditions and limitations set forth in this Section 3.

3-10 When contour maps were used in the design of the project, bidders may inspect those maps, and if available, they may obtain copies for their use.

3-11 The availability or use of information described in this Section 3 is not to be construed in any way as a waiver of any of the provisions in this Section 3 and bidders are cautioned to make independent investigations and examinations as they deem necessary to be satisfied as to conditions to be encountered in the performance of the Work and, with respect to possible local material sources, the quality and quantity of material available from the property and the type and extent of processing that may be required in order to produce material conforming to the requirements of the Technical Specifications.

3-12 The Town assumes no responsibility for conclusions or interpretations made by a bidder based on the information or data made available by the Town. The Town does not assume responsibility for representation made by its officers or agents before the execution of the Agreement concerning surface or subsurface conditions, unless that representation is expressly stated in the Contract Documents.

3-13 No conclusions or interpretations made by a bidder from the information and data made available by the Town will relieve a bidder from properly fulfilling the terms of the Agreement.

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

4.1 Any bidder that discovers any apparent conflicts, errors, or ambiguities contained in the bid package or between the contents of the bid package and the Project site, or that has questions or requires clarification concerning the bid package or its intent must inform the Town in writing as soon as reasonably possible, but no later than five (5) working days before the date specified for bid opening. Such notice to the Town must be sent to the address specified in the Notice to Bidders for questions concerning the bid package.

Questions received less than five (5) working days before the time specified for opening bids may not be answered.

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

5. PRE-BID ACCESS TO THE PROJECT SITE

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

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

6. BIDDING PROCEDURE

6.1 Bids must be delivered to the Town of Fairfax, 142 Bolinas Road, Fairfax, California, 94930, no later than the time and date specified in the Notice to Bidders. Bids will be opened and read publicly at that time. Bids that are submitted late according to the official time kept by the Public Works Department will be returned unopened. Telephones for use by bidders are not available at the Town offices.

6.2 In accordance with California Public Contract Code Section 20170, Bids must be presented under sealed cover. Bids must be submitted using the bid forms furnished with the bid package. Bids must include all documents listed in the Bidder's Check List completed in accordance with the bid package. Bids must bear the bidder's legal name

and be signed by a representative authorized to bind the bidder. Bids must be typed or written in ink. Corrections may be made if initialed by the individual signing the bid. No oral or telegraphic modifications of bids, including facsimile modifications, will be considered. Bids that are incomplete or that are not presented on the bid forms furnished with the bid package may be deemed non-responsive.

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

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

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

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

proposal cover page under penalty of perjury. Bids that do not satisfy applicable licensing requirements will be considered non-responsive and rejected and may subject the bidder to criminal and/or civil penalties.

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

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

7. BID PROTESTS

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

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

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

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

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

7.5 The procedure and time limits set forth in these Instructions to Bidders are mandatory and are the bidders' sole and exclusive remedy in the event of a bid protest. Any bidder's

failure to fully comply with these procedures shall constitute a waiver of any right to further pursue a bid protest, including filing of a challenge of the award pursuant to the California Public Contract Code, filing of a claim pursuant to the California Government Code, or filing of any other legal proceedings.

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

8. AWARD

8.1 In accordance with applicable law, the Town reserves the right to reject any or all bids and to waive any informality in any bid. The Town reserves the right to accept any portion of any bid, unless the bid package expressly provides that the award will be made as a whole. If the Town elects to award a contract for performance of the Project, the contract will be awarded in accordance with California Public Contract Code Section 20162 and other applicable law to the responsible bidder submitting a responsive bid with the lowest total bid price for the base bid without consideration of the bid price for any additive or deductive alternate items listed in the Notice to Bidders. In accordance with the contract documents and other applicable law, the Town may add or deduct items of work from the Project after the lowest responsible bidder is determined.

8.2 The successful bidder must submit to the Town complete, executed copies of all documents specified in the Contract Checklist within ten (10) working days of receiving written notice of award of the Project. Bidder's security of any successful bidder that fails to do so will be forfeited to the Town.

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

8.4 Upon verifying that the successful bidder has provided complete, executed copies of all documents specified in the Contract Checklist an authorized Town representative will execute the Project contract, and the Town will issue to the successful bidder a notice to proceed specifying the Project commencement date. The number of days within which the Project must be complete begins to run on the Project commencement date.

9. PRICING

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

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

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

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

10. QUANTITIES

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

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

11. SUBSTITUTION OF "OR EQUAL" ITEMS

11.1 In accordance with California Public Contract Code Section 3400, where the Technical Specifications or Project Plans list products by manufacturer's name, brand or model number such information indicates the quality and utility of the items desired and does not restrict bidders to that manufacturer's name, brand or model number, unless the

Technical Specifications or Project plans specify that the listed product is necessary to match others in use on a particular public improvement either completed or in the course of completion. Except where the Technical Specifications indicate that a particular brand product is necessary to match others in use, when a manufacturer's name, brand or model number is listed, it shall be construed to be followed by the words "or equal" whether or not those words in fact follow the manufacturer's name, brand name or model number listed in the Technical Specifications or Project Plans. Unless the Technical Specifications or Project Plans indicate that a particular brand product is necessary to match others in use, bidders may propose equals of products listed by manufacturer name, brand name or model number.

11.2 Complete information for products proposed as equals must be submitted to the Town for review by at least ten (10) working days before the time specified for opening bids. To be considered, proposals concerning products proposed as equals must include sufficient information to permit the Town to determine whether the products proposed as equals will satisfy the same performance requirements as products listed by manufacturer's name, brand or model number. Such performance requirements may include, but are not limited to, size, strength, function, appearance, ease of maintenance and repair, and useful life requirements. Proposals concerning products proposed as equals that are submitted later than ten (10) working days before the time specified for opening bids will not be considered. Failure to bid products specified by manufacturer name, brand name or model number where the Technical Specifications or Project Plans specify that a particular product is necessary to match others in use, or where no proposal concerning products proposed as equals has been submitted in accordance with this provision may render a bid non-responsive.

12. SUBCONTRACTING

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

12.2 In accordance with California Public Contract Code Section 4106, for any portion of the Project work with a value of more than one half of one percent of the total Project

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

13. ASSIGNMENT

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

14. BONDS

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

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

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

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

15. LABOR LAWS

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

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

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

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

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

BIDDER'S CHECK LIST

Did You:

_____ Submit equal product proposals, if any, in accordance with the instructions to bidders included in the bid package at least 10 working days before the time specified for opening bids, and have said substitutions approved in writing?

_____ Include a copy of the approved submittal.

_____ Verify that the following documents in the bid book have been properly completed:

_____ Bidder's check list.

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

_____ Copies of each addendum issued signed and dated on behalf of the bidder.

_____ Executed bid bond.

_____ Contractor license information.

_____ List of subcontractors.

_____ Non Collusion Affidavit.

_____ Workers compensation insurance certification.

_____ Signed and notarized non-collusion affidavit.

_____ California Debarment Certification.

_____ Federal Debarment Certification.

_____ Public Contract Code Section 10285.1 Statement.

_____ Public Contract Code Section 10162 Questionnaire.

_____ Public Contract Code Section 10232 Statement.

_____ Bidder's questionnaire, if any.

_____ Federal Forms.

_____ Use federal wage rates which are current as of 10 days prior to bid.

_____ Executed bidder's signature page.

_____ Arrange to have the sealed bid delivered to the Department of Public Works in the Town of Fairfax offices at 142 Bolinas Road, Fairfax, California 95988 on or before the time specified for bid opening in the notice inviting bids?

Only the above mentioned documents need be filled out to submit a bid. The entire Bid Book including the specifications shall be returned whole and complete with the bid pages filled out.

DO NOT DETACH PROPOSAL FROM BID BOOK. ENTIRE BID BOOK SHOULD BE RETURNED WHOLE AND COMPLETE.

BIDDER'S PROPOSAL

TOWN OF FAIRFAX

Oak Manor Drive Sidewalk Improvements

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

In compliance with your Advertisement for Bids, BIDDER hereby proposes to perform all WORK for the construction of Oak Manor Drive Sidewalk Improvements in strict accordance with the CONTRACT DOCUMENTS, within the time set forth therein, and at the prices stated below.

By submission of this BID, each BIDDER certifies, and in the case of a joint BID each party therein certifies as to his own organization, that this BID has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this BID with any other BIDDER or with any competitor.

BIDDER hereby agrees to commence WORK under this contract within 10 days of the date to be specified in the NOTICE TO PROCEED and to fully complete the PROJECT within 20 consecutive working days. BIDDER further agrees to pay as liquidated damages, the sum of $1,000 for each consecutive working day thereafter as provided in Section 5.06 of the standard specifications.

BIDDER acknowledges receipt of the following ADDENDUM:

_____

_____

_____

_____

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

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

TOWN OF FAIRFAX

Oak Manor Drive Sidewalk Improvements

BID SCHEDULE

Item No.	Item Description	Estimated Quantity	Unit of Measure	Unit Cost	Item Total
1	Traffic Control	1	Lump Sum		
2	Remove Concrete, Curb and Gutter	62	L.F.		
3	Remove Concrete, Sidewalk	385	S.F.		
4	Replace Backflow Device	1	Each		
5	Reset Pedestrian Barricade	1	Each		
6	Install Roadside Sign	2	Each		
7	Relocate Church Sign	1	Each		
8	Concrete, Sidewalk	639	S.F.		
9	Concrete, Driveway	223	S.F.		
10	Concrete, Curb and Gutter	62	L.F.		
11	Concrete, Pedestrian Ramp	1	Each		
12	Asphalt Concrete Conforms, 2"	220	S.F.		
13	Asphalt Concrete Conforms, 6"	210	S.F.		
14	Reset Property Corners	1	Lump Sum		
15	Mobilization	1	Lump Sum		
			Total Construction Cost		

Respectfully submitted:
(Please type or print)

SEAL - if BID is by a Corporation

Signature

Address

Title

Date

attest

License Number (if applicable)

_____
Telephone Number

BID BOND

TOWN OF FAIRFAX

Oak Manor Drive Sidewalk Improvements

KNOW ALL PERSONS BY THESE PRESENTS, that the TOWN OF FAIRFAX ("Town"), a municipal corporation located in the County of Marin, State of California, has received a Proposal from _____ _____, hereinafter designated as Principal, whereby Principal agrees to enter into a Contract with the Town for the improvements more particularly described in all documents forming the complete Contract entitled "Oak Manor Drive Sidewalk Improvements", which said complete Contract is hereby referred to and made a part hereof; and

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

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

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

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

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

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

then, this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

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

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

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

(SEAL)

_____
PRINCIPAL

By:_____

Title:

_____
SURETY

By:_____

Title:

_____

_____

_____
(Address of Surety)

DESIGNATION OF SUBCONTRACTORS

TOWN OF FAIRFAX

Oak Manor Drive Sidewalk Improvements

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

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

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

Name of Sub-contractor and Place of Business	License Class	Portion of Work to be Performed
_____	___	_____
_____	___	_____
_____	___	_____
_____	___	_____
_____	___	_____
_____	___	_____
_____	___	_____

EXPERIENCE AND FINANCIAL QUALIFICATIONS

TOWN OF FAIRFAX

Oak Manor Drive Sidewalk Improvements

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

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

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

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

_____

_____

_____

In the last 10 years, have you or your firm been a party to an arbitration, lawsuit or any other proceeding involving work that you or your firm performed? yes _____ no _____.

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

(1) the name, address and telephone numbers of all parties to the proceeding;

(2) the general nature of the claims being made against or by your firm;

(3) the outcome of the proceeding.

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

As to each such request, please state:

(1) the name, address and telephone number of the client;

(2) the amount and nature of your claim;

(3) the nature of the client's position;

(4) the outcome of your claim.

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

Year	Type of Work	Contract Amount Performed	Location and for Whom

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

Quality	Name, Type & Capacity	Condition	Location

WORKERS COMPENSATION INSURANCE CERTIFICATION

By submitting its bid the bidder certifies as follows:

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

NON-COLLUSION AFFIDAVIT
TO BE EXECUTED BY BIDDER
AND SUBMITTED WITH BID
(Title 23 United States Code Section 112 and
Public Contract Code Section 7106)

STATE OF CALIFORNIA)
)
COUNTY OF Marin)

In accordance with Title 23 United States Code Section 112 and Public Contract Code 7106 _____, being first duly sworn, deposes and says that he or she is _____ of _____, the party making the foregoing bid, that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Note: The above Noncollusion Affidavit is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Noncollusion Affidavit. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

DEBARMENT CERTIFICATION

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

TITLE 49, CODE OF FEDERAL REGULATIONS - PART 29
DEBARMENT AND SUSPENSION CERTIFICATION

The bidder, under penalty of perjury, certifies that, except as noted below, he/she or any person associated therewith in the capacity of Town, partner, director, officer, manager:

1. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; and

2. Has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal Agency within the past 3 years; and

3. Does not have a proposed debarment pending; and,

4. Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space:

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Notes: Providing false information may result in criminal prosecution or administrative sanctions. The above certification is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Certification.

PUBLIC CONTRACT CODE SECTION 10285.1 STATEMENT

In accordance with Public Contract Code Section 10285.1 (Chapter 376, Stats, 1986), The bidder hereby declares under penalty of perjury under the laws of the State of California that the bidder has _____, has not _____ been convicted within the preceding three years of any offenses referred to in that section, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract, as defined in Public Contract Code Section 1100, including the Regents of the University of California or the Trustees of the California State University. The term "bidder" is understood to include any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as referred to in Section 10285.1.

Note: The bidder must place a check mark after "has" or "has not" in one of the blank spaces provided.

The above Statement is part of the Proposal. Signing the Contractor's Proposal on the signature portion thereof shall also constitute signature of this Statement.

Bidders are cautioned that making false certification may subject the certifier to criminal prosecution.

PUBLIC CONTRACT CODE SECTION 10162 QUESTIONNAIRE

In accordance with Public Contract Code Section 10162, The Bidder shall complete, under penalty of perjury, the following questionnaire:

Has the bidder, any officer of the bidder, or any employee of the bidder who has a proprietary interest in the bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation?

Yes _____ No _____

If the answer is "Yes", explain the circumstances in the following space.

PUBLIC CONTRACT SECTION 10232 STATEMENT

In accordance with Public Contract Code Section 10232, the Contractor hereby states under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two year period because of the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board.

(On Surety Letterhead)

PERFORMANCE BOND

TOWN OF FAIRFAX

Oak Manor Drive Sidewalk Improvements

WHEREAS, the TOWN OF FAIRFAX (hereinafter designated as "Town"), State of California, and _____, (hereinafter designated as "Principal"), have entered into an agreement whereby Principal agrees to complete improvements specified in the Agreement and all documents forming the complete contract, which said agreement dated , and identified as " Oak Manor Drive Sidewalk Improvements", are referred to and made a part hereof; and

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

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

THE CONDITION OF THIS OBLIGATION IS SUCH that if the above bounded Principal, his/hers/its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the said agreement and any alteration thereof made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless Town, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by Town in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Agreement or to the work to be performed thereunder or the specifications accompanying the same shall in anyway effect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the agreement or to the work or to the specifications.

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

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

(SEAL)

PRINCIPAL

By: _____

Title:_____

_____

By:_____
Title:_____

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

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

_____

TOWN OF FAIRFAX

(On Surety Letterhead)

LABOR AND MATERIALS BOND
(CONSTRUCTION)

TOWN OF FAIRFAX

Oak Manor Drive Sidewalk Improvements

KNOW ALL PERSONS BY THESE PRESENTS, that the TOWN OF FAIRFAX ("Town") a municipal corporation located in the County of Marin, State of California, by Resolution No. , has awarded a contract to and has entered into an agreement with , hereinafter designated as "Principal" whereby Principal agrees to complete the improvements more particularly described in all documents forming the complete contract entitled "Oak Manor Drive Sidewalk Improvements", which said agreement is hereby referred to and made a part hereof; and

WHEREAS, said Principal is required to furnish a bond in connection and with said contract, provided that if said Principal, or any of his/her/its contractors, shall fail to pay for any materials, provisions, provender or other supplies or teams used in, upon, for or about the performance of the work contracted to be done, or for any work or labor done thereon of any kind, the Surety of this bond will pay the same to the extent hereinafter set forth.

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

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal, his/her/its heirs, executors, administrators, successors or assigns, or its subcontractors, shall fail to pay any of the persons named in Section 3181 of the Civil Code, or to pay for any materials, provisions, provender, or other supplies or teams used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind or for amounts due under the Unemployment Insurance Code with respect to such work or labor, then said Surety will pay the same in or to an amount not exceeding the amount hereinabove set forth, and also will pay in case suit is brought upon this bond a reasonable attorney's fee in such suit, which fee shall be fixed by the Court.

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

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

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

And the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any wise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of this contract or to the work or to the specifications.

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

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

(SEAL)

PRINCIPAL

By: _____
Title:_____

_____
By: _____
Title: _____

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

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

_____
TOWN OF FAIRFAX

DEFECTIVE MATERIAL & WORKMANSHIP BOND

TOWN OF FAIRFAX

Oak Manor Drive Sidewalk Improvements

KNOW ALL PERSONS BY THESE PRESENTS, that the TOWN OF FAIRFAX ("Town") a municipal corporation located in the County of Marin, State of California, has awarded a contract to and has entered into an agreement with _____, hereinafter designated as "Principal" whereby Principal agrees to complete the improvements more particularly described in all documents forming the complete contract entitled "Oak Manor Drive Sidewalk Improvements", which said agreement is hereby referred to and made a part hereof; and

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

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

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

And the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any wise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of this contract or to the work or to the specifications.

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

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

(SEAL)

PRINCIPAL

By: _____
Title: _____

_____

By: _____
Title: _____

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

_____

TOWN OF FAIRFAX

CONSTRUCTION CONTRACT

TOWN OF FAIRFAX

Oak Manor Drive Sidewalk Improvements

THIS AGREEMENT, made and entered into this ___ day of _____, 20___, by and between _____, hereinafter referred to as "CONTRACTOR" and the TOWN OF FAIRFAX, CALIFORNIA, hereinafter referred to as "Town".

WITNESSETH:

That for and in consideration of the promises and agreements hereinafter made and exchanged, the Town and the CONTRACTOR agree as follows:

1. That the CONTRACTOR will furnish all labor, materials, equipment, tools, transportation, services, appliances, and appurtenances for the construction of the Oak Manor Drive Sidewalk Improvements, (sometimes referred to as "the work") in accordance with the Plans and Specifications therefor, adopted by the Town Council of the above Town as prepared by Coastland Civil Engineers, and in full accord with the provisions of the Federal, State and local codes, including all addenda and approved change orders.

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

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

b. The Town shall pay the CONTRACTOR the final payment plus any withheld retentions after the requisite lien period has passed provided: (1) no stop payment

notices have been filed; (2) the CONTRACTOR is not in default hereunder; and (3) the work has been satisfactorily completed.

3. CONTRACTOR reserves the right to modify said plans and specifications as the development progresses should unforeseen conditions occur, providing written approval is first obtained from the Town'S Engineer and appropriate adjustments are made to the contract price. Town reserves the right to make reasonable modifications to the plans and specifications whenever field conditions and/or public safety require such modifications. In addition, the Town may make changes in this agreement or the plans and specifications in the course of construction to bring the completed work into compliance with environmental requirements or standards established by state or federal statutes and regulations enacted after the agreement has been awarded or entered into. The CONTRACTOR shall be paid for the changes in accordance with paragraph 22.

a. This agreement may be terminated for environmental considerations at the discretion of the Town. Notice of termination of this Agreement shall be given in writing to CONTRACTOR, and shall be sufficient and complete when same is deposited in the United States mail postage prepaid and certified, addressed as set forth in paragraph 35 of this Agreement. The Agreement shall be terminated upon receipt of the Notice of Termination by CONTRACTOR. If Town should terminate this Agreement, the CONTRACTOR shall be compensated for all work satisfactorily performed prior to time of receipt of cancellation notice, and shall be compensated for materials ordered by the CONTRACTOR or his employees, or services of others ordered by the CONTRACTOR or his employees prior to receipt of notice of cancellation whether or not such materials or final instruments of services of others have actually been delivered, provided that the CONTRACTOR or employees are not able to cancel such orders for materials or services of others. Compensation for the CONTRACTOR in the event of cancellation shall be determined by the Public Works Director in accordance with the percentage of project completed and agreed to by the CONTRACTOR. In the event of cancellation, all notes, sketches, computations, drawings and specifications, or other data, whether complete or not, produced through the time of the Town's last payment shall be relinquished to the Town. The Town may, at its own expense, make copies or extract information from any such notes, sketches, computations, drawings, and specifications, or other data whether complete or not.

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

4. The Town's Engineer and inspector shall inspect all of the improvements to be accepted for maintenance by the Town. All improvements shall be inspected for compliance with Town standards, plans, and specifications.

5. CONTRACTOR shall allow Town's duly authorized representatives access to the work at all times and shall furnish them with every reasonable facility for ascertaining that the methods, materials, and workmanship comply with the requirements and intent of the approved plans. Town may reject defective work and require its repair, replacement, or removal by CONTRACTOR, all at the CONTRACTOR'S sole cost.

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

7. No improvement shall be accepted by the Town unless and until it is free of all liens and encumbrances, and free of all material defects and conditions which may create a hazard to the public health, safety, or welfare. In addition, all properties, rights-of-way, easements, and other interests to be dedicated to the Town shall be, before acceptance thereof by the Town, free and clear of all liens and encumbrances of any kind or character whatsoever and free of any and all material defects and conditions creating a hazard to public health or public safety.

8. Time is of the essence of each and every provision of this Contract.

9. CONTRACTOR will pay, and will require all SUBCONTRACTORS to pay, all workers on the work a salary or wage at least equal to the prevailing rate of per diem wages for such work as set forth in the wage determinations and wage standards applicable to this work, a copy of which is on file with the Town Clerk. A copy of the prevailing rate of per diem wage shall be posted at the job site. CONTRACTOR shall forfeit to the Town, as a penalty, TWENTY-FIVE DOLLARS ($25.00) for each calendar day or portion thereof for each worker paid (either by CONTRACTOR or any SUBCONTRACTORS) less than the prevailing rate set forth herein on the work provided for in the contract, all in accordance with section 1775 of the Labor Code of the State of California.

The work covered by this agreement is a "public work" as that term is defined in California Labor Code, Division 2, Part 7, Chapter 1.

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

11. CONTRACTOR shall comply with applicable provisions of ' 1777.5 of the Labor Code for all apprenticeable occupations. In the event CONTRACTOR willfully fails to comply with the applicable provisions of ' 1777.5, CONTRACTOR shall forfeit as a civil penalty the sum of FIFTY DOLLARS ($50.00) for each calendar day of non-compliance, which money may be withheld by Town pursuant to the provisions of Labor Code ' 1777.7.

12. CONTRACTOR shall comply with the applicable provisions of ' 1773.8 of the Labor Code regarding the payment of travel and subsistence payments to each worker necessary to execute the work.

a. It shall be the responsibility of the CONTRACTOR to insure compliance with this section 12(a). Each CONTRACTOR and SUBCONTRACTOR shall keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by the CONTRACTOR in connection with the work described herein. The CONTRACTOR shall comply with each and every provision of Labor Code Section 1776 pertinent to said records as well as any other records governed by said Section 1776, including, but not limited to, providing copies of payroll records to employees and to the Town, advising the Town of the location of said records, preserving the confidentiality of the identities of individual employees, and complying with the penalty provisions of Section 1776. Specifically, in the event that the CONTRACTOR'S noncompliance with Section 1776 is evident after the ten day period specified in subparagraph (f) of Section 1776, CONTRACTOR shall pay, as a penalty, to the Town $25 for each calendar day or portion thereof for each worker until strict compliance is effectuated.

13. CONTRACTOR agrees to complete the work within 20 working days from the date of issuance of the Notice to Proceed (or approved extensions thereof) and to the entire satisfaction of the Town before final payment is made. The CONTRACTOR is required to give at least one day's advance notice of the date upon which work is commenced and the date upon which the work is to be completed.

14. It is agreed that CONTRACTOR'S failure to complete the work within the time allowed will result in damages being sustained by the Town. Such damages are, and will continue to be, impracticable and extremely difficult to determine. For each consecutive calendar day in excess of the time specified, as adjusted in accordance with standard specifications, for completion of the work the CONTRACTOR shall pay to the Town, or have withheld from monies due it, the sum as stipulated in the special provisions as liquidated damages. Progress payments made after the scheduled completion date shall not constitute a waiver of liquidated damages.

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

16. 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: defective work not remedied; claims filed or reasonable evidence indicating probable filing; failure to properly pay SUBCONTRACTORS for material or labor; reasonable doubt that the work can be completed for the balance remaining; damage to third parties; and/or damage to property because of any defective works.

17. Town shall have the option to require additional testing. However, in the event the results indicate defective work or materials, CONTRACTOR shall pay the costs of such tests and an appropriate change order shall be issued.

18. A. CONTRACTOR agrees that when work involves digging trenches or other excavations that extend deeper than four feet below the surface, that the CONTRACTOR shall promptly notify the public entity in writing, before conditions are disturbed, of any of the following:

1) Material that the CONTRACTOR believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.

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

3) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the contract.

B. Upon receipt of the notice specified in paragraph 18(A) above, the Town shall promptly investigate the conditions reported, and if the Town finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the CONTRACTOR's cost of, or the time required for, performance of any part of the work, the Town shall issue a change order under the procedures described herein.

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

D. CONTRACTOR shall make a diligent visual and, where reasonably indicated, other investigatory and exploratory inspections of the area, property and/or site upon

which the work shall be performed. In addition, the CONTRACTOR shall make those investigations and inspections reasonably required of the area surrounding the site on which the work will be performed where that surrounding area may be used by the CONTRACTOR or affected by the CONTRACTOR's work and determine whether or not said surrounding area, as affected by the performance of the work presents a danger or hazard to person or property. If such a danger or hazard is likely to be caused by the performance by the CONTRACTOR of the work, the CONTRACTOR shall take those steps reasonably necessary to eliminate said danger and hazard, to the extent reasonably feasible, and the CONTRACTOR shall indemnify the Town in accordance with paragraph 20, below, for any liability arising from CONTRACTOR's failure to comply with this paragraph or from injury or damage to property or person located in said surrounding area caused by CONTRACTOR's activities hereunder.

19. CONTRACTOR shall, prior to the execution of the contract, furnish two bonds in a form approved by the Town, one in the amount of One Hundred Percent (100%) of the contract price to guarantee the faithful performance of the work, and one in the amount of One Hundred Percent (100%) of the contract price to guarantee payment of all claims for labor and materials furnished. The surety for such security shall be currently admitted to transact surety insurance by the California Department of Insurance and shall carry a Best's rating of no less than A+. This contract shall not become effective until such bonds are supplied to and approved by the Town.

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

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

21. CONTRACTOR shall obtain insurance acceptable to the Town in a company or companies acceptable to the Town and with a Best Rating of no less than A:XIII. The required documentation of such insurance shall be furnished to the Town at the time CONTRACTOR returns the executed contract. The proper insurance shall be provided within ten (10) days of the date of mailing of the notice that the contract has been awarded and prior to the Town executing the contract and issuing a notice to proceed. The CONTRACTOR shall not commence work nor shall s/he allow his employees or SUBCONTRACTORS or anyone to commence work until all

insurance required hereunder has been submitted and approved and a notice to proceed has been issued.

Without limiting CONTRACTOR'S indemnification provided hereunder, CONTRACTOR shall take out and maintain at all times during the life of this contract, up to the date of acceptance of the work by the Town, the following policies of insurance:

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

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

CONTRACTOR'S worker's compensation insurance shall include the following language: "All rights of subrogation are hereby waived against the TOWN OF FAIRFAX, its officers and employees when acting within the scope of their appointment or employment."

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

(1) Insurance Services Office Commercial Liability coverage (occurrence form CG 00 01 11 88).

(2) Insurance Services Office form number CA 00 01 06 92 covering Automobile Liability, code 1 (any auto).

(3) Workers' Compensation Insurance as required by the State of California and Employer's Liability Insurance.

CONTRACTOR shall maintain insurance limits no less than:

(1) General Liability: $5,000,000 per occurrence for bodily injury, personal and property damage. If Commercial General Liability Insurance or other form with a general aggregate is used, either the general aggregate limit shall apply separately to this contract or the general aggregate limit shall be twice the required occurrence limit.

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

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

Completed operations and product liability insurance shall continue for not less than 365 days following acceptance of the work by the Town. Each Policy required herein shall be endorsed with the following language:

(1) The TOWN OF FAIRFAX, its officers, officials, employees, agents and volunteers are named as additional insureds for all liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the CONTRACTOR and; with respect to liability arising out of the work or operations by or on behalf of the named insured, including materials, parts or equipment furnished in connection with such work or operations, and this policy protects the additional insured, its officers, agents and employees against liability for personal and bodily injuries, deaths or property damage or destruction arising in any respect, directly or indirectly, in the performance of the contract.

(2) The inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverages afforded shall apply as though separate policies had been issued to each insured.

(3) The insurance provided herein is primary as respects the Town, its officers, officials, employees, agents and volunteers, and no insurance held or owned by the TOWN OF FAIRFAX shall be called upon to contribute to a loss.

(4) The coverage provided by this policy shall not be canceled without thirty (30) days prior written notice given to the Town by certified mail, return receipt requested.

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

CONTRACTOR shall furnish the Town with original certificates and amendatory endorsements effecting coverage required by this clause. The certificates and endorsements shall be on the TOWN OF FAIRFAX forms attached hereto as Exhibits "A", "B", "C", and "D", properly executed by the authorized agent and the insurance company(ies). All certificates and endorsements are to be received and approved by the Town before work commences. The Town reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications at any time.

c. To the extent the following described damage is not covered by insurance, the CONTRACTOR shall be responsible for the cost of repairing or restoring damage to the

work ("the costs"), which damage occurs prior to acceptance of the work by the Town and the damage is determined to be proximately caused by an act of God.

(1) Notwithstanding anything to the contrary stated herein, if said act of God constitutes an earthquake in excess of a magnitude of 3.5 on the Richter Scale and/or tidal waves, the CONTRACTOR shall be responsible for the costs in the amount of 5% of the amount paid to the CONTRACTOR hereunder.

(2) Subparagraph c(1) shall not be applicable if the work paid for by this agreement is financed by revenue bonds.

d. In the event the work involves the construction of a building, bridge or other structure, Builder's Risk "All Risk" completed value insurance coverage (including flood but unless otherwise specified in the bid documents excluding earthquake and tidal wave) upon the entire project and including completed work and work in progress shall be obtained and maintained by CONTRACTOR throughout the term of this Agreement. The TOWN OF FAIRFAX shall be named as an additional insured. The policy shall be endorsed to provide that it will not be canceled without giving thirty (30) days prior written notice to Town by mail. Evidence of said insurance shall be provided to the Town as a condition precedent to the effectiveness of this Agreement.

e. Any deductible or self-insured retentions must be declared to and approved by Town. At the option of Town insurer shall reduce or eliminate such deductible or self-insured retention as respects Town, it officers and employees or CONTRACTOR shall procure a bond guaranteeing payment of losses and related investigation, claims, administration and defense expenses.

22. Only the Public Works Director has the authority to allow changed or extra work which will result in additional cost to Town. Any work done without proper authorization shall not render Town liable to CONTRACTOR and CONTRACTOR shall not be entitled to any payment whether by means of restitution, quantum meruit or otherwise. In the event extra or changed work is duly authorized by the Town, but agreement regarding payment is not reached with the CONTRACTOR, the Town can, at its discretion, order CONTRACTOR to proceed with the work and CONTRACTOR shall proceed with work subject to resolution of the dispute at a later date. In the event Specifications or other documents are incorporated into this agreement which provide for procedures pertinent to changed or extra work, those other documents shall control.

23. In the event that the work is not completed to the satisfaction of Town within the time specified by this agreement, Town, in addition to any other remedy at law or equity, may complete such work with its own forces or by contract. By execution of this agreement, CONTRACTOR grants Town permission to enter onto the subject property as may be necessary or convenient to construct such improvements. In the event of such default, CONTRACTOR, the surety and any person, firm, partnership, entity, corporation or association claiming any interest in the real property hereinabove described and each of them shall totally reimburse Town for its entire cost and expense (including attorneys' fees and costs) including interest thereon at

the maximum rate allowed by law from the date of notification of such cost and expense until paid. Such obligation for reimbursement shall be unlimited by the amount of the estimates set forth in or by such security as may have been provided to Town in connection with this agreement. Such amounts and interest accrued thereon shall constitute a lien on the subject property and shall not be reimbursable to the CONTRACTOR under any agreement between the CONTRACTOR and Town. CONTRACTOR acknowledges and agrees that if the improvements are not completed to the satisfaction of the Town within the time specified by this agreement, the Town, in addition to any other remedy at law or equity or provided in this agreement, may withhold occupancy, building, and zoning permits until the work and improvements have been satisfactorily completed.

24. Neither the final certificate of payment nor any provision in the contract nor partial or entire use of the improvements embraced in this contract by the Town or the public shall constitute an acceptance of work not done in accordance with the contract or relieve the CONTRACTOR of liability in respect to any warranties or responsibility for faulty materials or workmanship. The CONTRACTOR shall promptly remedy any defects in the work and materials and pay for the costs of any damages resulting therefrom which shall appear within a period of twelve (12) months from the date of final acceptance of the work. The Town will give notice of defective materials and work with reasonable promptness. Before requesting acceptance of the project, the CONTRACTOR shall execute the attached guarantee that all work shall be free from defects in material and workmanship for a period of at least one year after acceptance of the work. CONTRACTOR shall also post a guarantee bond or security in an amount of not less than 10% of the contract amount assuring corrective work required during the guarantee period. For purposes of determining the amount of the guarantee bond, "contract amount" shall mean the entire amount paid by the Town to the CONTRACTOR under this agreement, including but not limited to, the bid amount and any change orders.

25. No material, supplies, or equipment to be installed or furnished under this contract shall be purchased subject to any chattel mortgage or under a conditional sale, lease-purchase or other agreement by which an interest therein or in any part thereof is retained by the seller or supplier. The CONTRACTOR shall warrant good title to all materials, supplies, and equipment installed or incorporated in the work and upon completion of all work, shall deliver the same together with all improvements and appurtenances constructed or placed thereon by him to the Town free from any claims, liens, or charges. Neither the CONTRACTOR nor any person, firm or corporation furnishing any material or labor for any work covered by this contract shall have any right to a lien upon any improvement or appurtenance thereon. Nothing contained in this paragraph, however, shall defeat or impair the right of persons furnishing materials or labor to recover under any bond given by the CONTRACTOR for their protection or any rights under any law permitting such persons to look to funds due the CONTRACTOR in the hands of the Town. The provisions of this paragraph shall be inserted in all subcontracts and material contracts and notice of its provisions shall be given to all persons furnishing materials for the work when no formal contract is entered into for such materials.

26. In order to minimize traffic hazards and public nuisance arising out of CONTRACTOR'S work, CONTRACTOR shall ensure that adjacent properties and improved surfaces of surrounding streets stay free and clear of silt, tracked mud, dust, etc., coming from or

any way related to CONTRACTOR'S work. In the event CONTRACTOR fails to comply with this condition, CONTRACTOR grants Town the rights to take or cause to be taken, without prior notice to CONTRACTOR, immediate corrective action, including, without limitation, utilizing CONTRACTOR'S cash deposit posted as specified above.

27. The CONTRACTOR shall be solely responsible and save Town harmless for all matters relating to the payment of his/her employees, including compliance with social security, withholding and all other regulations governing such matters.

28. This Contract by reference includes the Notice Inviting Bids, Bidder's Proposal, Affidavits, Bonds, Insurance Certificates, Guarantee, Plans, Special Provisions, Technical Specifications, and Addenda if any, and all items defined under the term "Contract" in the Special Provisions, and all as filed under the Town Project Number 51-895 All documents forming the complete contract are intended to integrate so that any condition or work called for in and one and not mentioned in another shall be executed as if mentioned in all documents and set forth in the drawings.

29. CONTRACTOR or its SUBCONTRACTOR(S) offers and agrees to assign to the TOWN OF FAIRFAX 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 this Contract or any subcontract. This assignment shall be made and become effective at the time the TOWN OF FAIRFAX tenders final payment to the CONTRACTOR, without further acknowledgment by the parties.

30. Any bidder or CONTRACTOR not properly licensed with the State of California shall be subject to all legal penalties imposed by law, including, but not limited to, any appropriate disciplinary action by the CONTRACTORS' State License Board.

31. Pre-Litigation Meet and Confer and Claims Procedures.

(a) All claims shall be in writing, addressed and delivered as per paragraph 35, and include the documents necessary to substantiate the claim. Claims must be filed on or before the date of final payment. The claims procedures set forth herein are supplementary to other claims procedures provided for herein (e.g., change orders), but in terms of preserving the CONTRACTOR'S rights to pursue any claims by litigation, CONTRACTOR must comply with these claim procedures described in this paragraph 31 or CONTRACTOR shall be deemed to have conclusively waived and abandoned his/her/its rights to pursue any claim for which these procedures were not followed.

(b) "Claim" means a separate demand by the CONTRACTOR for (A) a time extension, (B) payment of money or damages arising from work done by or on behalf of the CONTRACTOR pursuant to the contract for a public work and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled to, or (C) an amount the payment of which is disputed by the Town.

(c) For claims of less than $50,000, the Town shall respond in writing to a claim within 45 days of the receipt of the claim, or may request in writing, within 30 days of the receipt of a claim, any additional documents supporting the claim or relating to defenses or claims the Town may have against the CONTRACTOR. The CONTRACTOR shall supply the requested documentation within 15 days of the request therefor. The Town's written response to the claim, as further documented, shall be submitted to the CONTRACTOR within 15 days after receipt of the further documentation.

(d) For claims above $50,000 and up to $375,000, the Town shall respond in writing to all written claims within 60 days of receipt of the claim, or may request in writing within 30 days of receipt of the claim, any additional documentation needed to support the claim or relating to any defenses or claims the Town may have against the CONTRACTOR. The CONTRACTOR shall deliver the requested documentation to the Town within 30 days after the receipt of the request therefor. The Town's written response to the claim, as further documented, shall be submitted to the CONTRACTOR within 30 days after receipt of the further documentation.

(e) If the CONTRACTOR disputes the Town's written response, or the Town fails to respond within the time prescribed, the CONTRACTOR may so notify the Town, in writing, either within 15 days of receipt of the Town's response or within 15 days of the Town's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon a demand, the Town shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(i) If the meet and confer process does not produce an agreement, the CONTRACTOR may file a claim in accordance with Public Contracts Code 20104.2(e).

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

33. This writing is intended both as the final expression of the Agreement between the parties hereto with respect to included terms and a complete and exclusive statement of the terms of the Agreement, pursuant to Code of Civil Procedure, section 1856. No modification hereof shall be effective unless and until such modification is evidenced by a writing signed by all parties to this Agreement.

34. Each party to this Agreement undertakes the obligation that the other's expectation of receiving due performance will not be impaired. When reasonable grounds for insecurity arise with respect to the performance of either party, the other may in writing demand adequate assurance of due performance and until such assurance is received may, if commercially reasonable, suspend any performance for which the agreed return has not been received. After receipt of a demand for assurance, either party's failure to provide within a reasonable time but not exceeding thirty (30) days, such assurance of due performance as is adequate under the circumstances is a repudiation of this Agreement by that party. Acceptance

of any improper delivery of service or payment does not prejudice the aggrieved party's right to demand adequate assurance of future performance.

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

If to the Town:

PUBLIC WORKS DIRECTOR
TOWN OF FAIRFAX
142 BOLINAS ROAD
FAIRFAX, CA 94930

If to the CONTRACTOR:

_____

_____

_____

_____

36. This Agreement shall be construed in accordance with the law of the State of California. Venue shall be in the County of Marin.

IN WITNESS WHEREOF, the said CONTRACTOR and the Mayor and Town Clerk of the Town, by Resolution No. _____, of the Town Council of said Town thereunder duly authorized, have caused the names of said parties to be affixed hereto, each in triplicate, the day and year first written above.

CONTRACTORS ARE REQUIRED BY LAW TO BE LICENSED AND REGULATED BY THE CONTRACTORS' STATE LICENSE BOARD. CONTRACTOR REPRESENTS THAT S/HE HAS THE FOLLOWING CLASSIFICATION OF LICENSE AS REQUIRED FOR THIS WORK: . ANY QUESTIONS CONCERNING A CONTRACTOR MAY BE REFERRED TO THE REGISTRAR OF THE BOARD WHOSE ADDRESS IS:

CONTRACTORS' STATE LICENSE BOARD
9835 GOETHE ROAD
SACRAMENTO, CA 95826

MAILING ADDRESS: P.O. BOX 26000
SACRAMENTO, CA 95826

CONTRACTOR

_____
(State License No.)

(Notary Acknowledgment)

By_____

Title_____

Date_____

TOWN OF FAIRFAX, A Public Corporation

By _____, Mayor

By _____, Clerk

Attachments: Exhibits "A", "B", "C" and "D"
Performance and L & M Bonds (Construction)
Guarantee

Return Completed Certificate to: The TOWN OF FAIRFAX

CERTIFICATE OF INSURANCE TO THE TOWN OF FAIRFAX ("the Town")

Only this Certificate of Insurance form will be accepted

This certifies to the Town that the following described policies have been issued to the Insured named below and are in force at this time.

Insured: _____

_____

Description of operations/locations/products insured (show contract name and/or number, if any): _____

_____

POLICIES AND INSURERS	LIMITS	POLICY NUMBER	EXPIRATION DATE
Workers' Compensation			
_____	Employers Liability $_____	_____	
(Name of Insurer)			
Best's Rating			
Check policy type:	Comprehensive General Liability		
Comprehensive General Liability			
or	Each Occurrence $		
Commercial General Liability_____	Aggregate $		
_____	Commercial General Liability	_____	
(Name of Insurer)	Each Occurrence $		
Best's Rating_____	General Aggregate either:		
	per project/location $		
Claims-Made____ or Occurrence_____	twice occurrence limit $		
Business Auto Policy	Each Person $_____ Each Accident $		
Liability Coverage Symbol_____	Each Accident, Property Damage $	_____	
_____			
(Name of Insurer)	or Combined		
Best's Rating_____	Single Limit $		
Umbrella Liability	Occurrence $		
_____	Aggregate $_____	_____	
(Name of Insurer)			
Best's Rating_____	Self-Insured Retention $		
Claims-Made_____ or Occurrence			

Note: If commercial general liability insurance is used or if aggregate limits are endorsed to the comprehensive general liability policy form, the general aggregate must apply per locations/project or the aggregate limit must be at least twice the occurrence limit.

The following coverages or conditions are in effect: Yes No

The Town, its officials,officers,employees and volunteers are named on all liability policies described above as insureds as respects: (a)activities performed for the Town by or on behalf of the named insured,(b)products and completed operations of the Named Insured, and (c)premises,owned,leased or used by the Named Insured.

Products and Completed Operations

The undersigned will mail to the Town 30 days' written notice of cancellation or reduction of coverage or limits.

Cross Liability Clause (or equivalent wording)

Personal Injury,Perils A,B and C

Broad Form Property Damage

X,C,U Hazards included

Contractual Liability Coverage applying to this Contract

Coverage afforded the Town, its officials, officers, employees and volunteers as Insureds applies as primary and not excess or contributing to any insurance in the name of the Town

Waiver of subrogation from Workers'Compensation insurer.

This certificate is issued as a matter of information. This certificate is not an insurance policy and does not amend, extend or alter the coverage afforded by the policies listed herein. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate of insurance may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms exclusions and conditions of such policies.

Agency or Brokerage	Insurance Company
Address	Home Office
Name of Person to be Contacted	Authorized Signature
Date	
Telephone Number	Note: Authorized signatures may be the agent's if agent has placed insurance through an agency agreement with the Insurer. If Insurance is brokered, authorized signature must be that of official of Insurer.

EXHIBIT "B"
GENERAL LIABILITY ENDORSEMENT
The TOWN OF FAIRFAX ("the Town")
142 Bolinas Road
Fairfax, CA 94930

A. POLICY INFORMATION

1. Insurance Company_____ Policy Number _____
2. Policy Term (From)_____ (To) _____ Endorsement Effec. Date _____
3. Named Insured_____
4. Address of Named Insured_____
5. Limit of Liability Any One Occurrence/Aggregate $_____/_____
6. Deductible or Self-Insured Retention (Nil unless otherwise specified)
7. Coverage is equivalent to:
   Comprehensive General Liability form GL0002 (Ed 1/73) _____
   Commercial General Liability "occurrence" form CG0001 _____
   Commercial General Liability "claims-made" form CG0002 _____

8. Bodily Injury and Property Damage Coverage is:
   _____"claims-made"
   _____"occurrence"
   If claims-made, the retroactive date is_____

Note: The Town's standard insurance requirements specify "occurrence" coverage. "Claims-made" coverage requires special approval. If commercial general liability form or equivalent is used, the general aggregate must apply separately to this location/project or the general aggregate must be twice the occurrence limit.

B. POLICY AMENDMENTS

This endorsement is issued in consideration of the policy premium. Notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any other endorsement attached thereto, it is agreed as follows:

1. **INSURED**. The Town, its elected or appointed officers, officials, employees and volunteers are included as insureds with regard to damages and defense or claims arising from: (a) activities performed by or on behalf of the Named Insured, including the insured's general supervision of the Named Insured, (b) products and completed operations of the Named Insured, or (c) premises owned, leased or used by the Named Insured.
2. **CONTRIBUTION NOT REQUIRED**. As respects: (a) work performed by the Named Insured for or on behalf of the Town; or (b) products sold by the Named Insured to the Town; or(c) premises leased by the Named Insured from the Town, the insurance afforded by this policy shall be primary insurance as respects the Town, its elected or appointed officers, officials, employees or volunteers; or stand in an unbroken chain of coverage excess of the Named Insured's scheduled underlying primary coverage, in either event, any other insurance maintained by the Town, its elected or appointed officers, officials, employees or volunteers shall be in excess of this insurance and shall not contribute with it.
3. **SCOPE OF COVERAGE**. This policy, if primary, affords coverage to the Named Insured at least as broad as:
   (1) Insurance Services Office form number GL 0002(Ed. 1/73),Comprehensive General Liability Insurance and Insurance Services Office form number GL 0404 Broad Form comprehensive General Liability endorsement; or
   (2) Insurance services Office Commercial General Liability Coverage, "occurrence" form CG 0001 or "claims-made" form CG 0002; or
   (3) If excess, affords coverage which is at least as broad as the primary insurance forms referenced in the preceding sections (1) and (2).
4. **SEVERABILITY OF INTEREST**. The insurance afforded by this policy applies separately to each insured who
5. **PROVISIONS REGARDING THE INSURED'S DUTIES AFTER ACCIDENT OR LOSS**. Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the Town, its elected or appointed officers, officials, employees or volunteers.
6. **CANCELLATION NOTICE**. The insurance afforded by this policy shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail return receipt requested has been given to the Town. Such notice shall be addressed as shown in the heading of this endorsement.

C. INCIDENT AND CLAIM REPORTING PROCEDURES

Incidents and claims are to be reported to the Insurer at:

ATTN:_____
(Title) (Department)
_____
(Company)
_____
(street Address)
_____
(city) (st) (Zip)

D. SIGNATURE OF INSURER OR AUTHORIZED REPRESENTATIVE OF THE INSURER

I, _____ warrant that I have authority to bind the below listed Insurance Company and by my signature hereon do so bind the company.

SIGNATURE OF AUTHORIZED REPRESENTATIVE

(original signature required on endorsement furnished to the Town)

ORGANIZATION:_____ TITLE:_____

ADDRESS:_____ TELEPHONE:_____

AUTOMOBILE LIABILITY ENDORSEMENT
The TOWN OF FAIRFAX ("the Town")
142 Bolinas Road
Fairfax, CA 94930

A. POLICY INFORMATION

1. Insurance Company_____ Policy Number_____
2. Policy Term (From)_____ (To) _____ Endorsement Effec. Date _____
3. Named Insured_____
4. Address of Named Insured_____
5. Limit of Liability Any One Occurrence/Aggregate $_____/_____
6. Deductible or Self-Insured Retention (Nil unless otherwise specified): $_____

B. POLICY AMENDMENTS

This endorsement is issued in consideration of the policy premium. Notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any other endorsement attached thereto, it is agreed as follows:

1. **INSURED**. The Town, its elected or appointed officers, officials, employees and volunteers are included as insureds with regard to damages and defense or claims arising from: the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Named Insured, regardless of whether liability is attributable to the Named Insured or a combination of the Named Insured and the Town, its elected or appointed officers, officials, employees or volunteers.
2. **CONTRIBUTION NOT REQUIRED**. As respects work performed by the Named Insured for or on behalf of the Town, the insurance afforded by this policy shall: (a) be primary insurance as respects the Town, its elected or appointed officers, officials, employees or volunteers; or (b) stand in a unbroken chain of coverage excess of the Named Insured's primary coverage. In either event, any other insurance maintained by the Town, its elected or appointed officers, officials, employees or volunteers shall be in excess of this insurance and shall not contribute with it.
3. **SCOPE OF COVERAGE**. This policy, if primary, affords coverage to the Named Insured at least as broad as:
   (1) Insurance Services Office form number CA 0001 (Ed. 1/78), Code 1 ("any auto") an endorsement CA 0025.
   (2) If excess, affords coverage which is at least as broad as the primary insurance forms referenced in the preceding section (1).
4. **SEVERABILITY OF INTEREST**. The insurance afforded by this policy applies separately to each insured who is seeking coverage or against whom a claim is made or a suit is brought, except with respect to the Company's limit of liability
5. **PROVISIONS REGARDING THE INSURED'S DUTIES AFTER ACCIDENT OR LOSS**. Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the Town, its elected or appointed officers, officials, employees or volunteers.
6. **CANCELLATION NOTICE**. The insurance afforded by this policy shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail return receipt requested has been given to the Town. Such notice shall be addressed as shown in the heading of this endorsement.

C. INCIDENT AND CLAIM REPORTING PROCEDURES

Incidents and claims are to be reported to the Insurer at:

ATTN:_____
(Title) (Department)

_____
(Company)

_____
(street Address)

_____
(city) (st) (Zip)

D SIGNATURE OF INSURER OR AUTHORIZED REPRESENTATIVE OF THE INSURER

I, _____ warrant that I have authority to bind the below listed Insurance Company and by my signature hereon do so bind the company.

SIGNATURE OF AUTHORIZED REPRESENTATIVE
(original signature required on endorsement furnished to the Town)

ORGANIZATION:_____ TITLE: _____

ADDRESS:_____ TELEPHONE: _____

WORKERS' COMPENSATIONS/EMPLOYERS
LIABILITY ENDORSEMENT
The TOWN OF FAIRFAX ("the Town")
142 Bolinas Road
Fairfax, CA 94930

A. POLICY INFORMATION Endorsement #_____

1. Insurance Company_____Policy Number_____

2. Effective Date of This Endorsement

_____

3. Named Insured

_____

4. Employer's Liability Limit (Coverage B)

_____

B. POLICY AMENDMENTS

In consideration of the policy premium and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any other endorsement attached thereto, it is agreed as follows:

1. **Cancellation Notice.** The insurance afforded by this policy shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail return receipt requested has been given to the Town. Such notice shall be addressed as shown in the heading of this endorsement.

2. **Waiver of Subrogation.** The Insurance Company agrees to waive all rights of subrogation against the Town, its elected or appointed officers, officials, agents and employees for losses paid under the terms of this policy which arise from work performed by the Named Insured.

C. SIGNATURE OF INSURER OR AUTHORIZED REPRESENTATIVE OF THE INSURER

I, _____ warrant that I have authority to bind the below listed Insurance Company and by my signature hereon do so bind the company.

SIGNATURE OF AUTHORIZED REPRESENTATIVE
(original signature required on endorsement furnished to the Town)

ORGANIZATION:_____ TITLE:_____

ADDRESS:_____ TELEPHONE:_____

GUARANTEE

TOWN OF FAIRFAX

Oak Manor Drive Sidewalk Improvements

Project Description:
The work in general consists of constructing a new sidewalk along Oak Manor Drive at its intersection with Sir Francis Drake Blvd, including a new pedestrian ramp and irrigation and conform paving.

Date of Acceptance:_____

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

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

DATED:_____

CONTRACTOR

BY:_____

Title:_____

(To be signed and notarized before acceptance of project).

ESCROW AGREEMENT FOR
SECURITY DEPOSITS IN LIEU OF RETENTION

This Escrow Agreement is made and entered into by and between the Town of Fairfax, whose address is 142 Bolinas Road, Fairfax, California 95988 hereinafter called "Town",_____
_____, whose address is
_____, hereinafter called
"Contractor", and _____, whose address is
_____, hereinafter called "Escrow Agent"

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

1. Pursuant to Section 22200 of the Public Contract Code of the State of California, Contractor has the option to deposit securities with Escrow Agent as a substitute for retention earnings required to be withheld by Town pursuant to the Construction Contract entered into between the Town and Contractor for the project entitled Oak Manor Drive Sidewalk Improvements in the amount of_____ _____dated _____ (hereinafter referred to as the "Contract'). Alternatively, on written request of the Contractor, the Town shall make payments of the retention earnings directly to the Escrow Agent. When Contractor deposits the securities as substitute for Contract earnings, the Escrow Agent shall notify the Town within 10 days of the deposit. The market value of the securities at the time of the substitution shall be at least equal to the cash amount then required to be withheld as retention under the terms of the Contract between the Town and Contractor. Securities shall be held in the name of _____ and shall designate the Contractor as the beneficial owner.

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

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

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

5. The interest earned on the securities or the money market accounts held in escrow and all interest earned on that interest shall be for the sole account of the Contractor and shall be

subject to withdrawal by Contractor at any time and from time to time without notice to the Town.

6. Contractor shall have the right to withdraw all or any part of the principal in the Escrow Account only by written notice to Escrow Agent accompanied by written authorization from Town to the Escrow Agent that Town consents to the withdrawal of the amount sought to be withdrawn by Contractor.

7. The Town shall have a right to draw upon the securities in the event of default by the Contractor. Upon seven day's written notice to the Escrow Agent from the Town of the default, the Escrow Agent shall immediately convert the securities to cash and shall distribute the cash as instructed by the Town.

8. Upon receipt of written notification from the Town certifying that the Contract is final and complete, and that the Contractor has complied with all requirements and procedures applicable to the Contract, Escrow Agent shall release to Contractor all securities and interest on deposit less escrow fees and charges of the Escrow Account. The escrow shall be closed immediately upon disbursement of all monies and securities on deposit and payments of fees and charges.

9. Escrow Agent shall rely on the written notifications from the Town and the Contractor pursuant to Sections (4) to (6) inclusive, of this agreement and the Town and Contractor shall hold Escrow Agent harmless from Escrow Agent's release and disbursement of the securities and interest as set forth above.

10. The names of the persons who are authorized to give written notice or to receive written notice on behalf of the Town and on behalf of Contractor in connection with the foregoing, and exemplars of their respective signatures, are as follows:

On behalf of Town:

_____

Title: _____

Name: _____

On Behalf of Contractor:

_____

Title: _____

Name: _____

On behalf of Escrow Agent:

_____

_____
Title

_____
Name

_____
Signature

_____
Address

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

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

Town:	Contractor:
_____	_____
Title	Title
_____	_____
Name	Name
_____	_____
Signature	Signature
_____	_____
Address	Address

GENERAL PROVISIONS

SECTION 1
DEFINITIONS

The following terms as used in any agreement of which these General Provisions are a part are defined as follows:

1-1.01 Agreement: The agreement between the Town and Contractor concerning the Project, as evidenced by and comprised of the Contract Documents.

1-1.02 Base: A layer of specified material of planned thickness placed immediately below the pavement or surfacing.

1-1.03 Base Material: The material in excavation or embankments underlying the lowest layer of subbase, base, pavement, surfacing or other specified layer which is to be placed.

1-1.04 Bid Package: All of the documents listed as comprising the entire Bid Package as specified in the Instructions to Bidders and representing the full set of documents made available to bidders on the Project.

1-1.05 Bridge: Any structure, with a bridge number, which carries a utility facility, or railroad, highway, pedestrian or other traffic, over a water course or over or under or around any obstruction.

1-1.06 Caltrans: The Department of Transportation of the State of California, as created by law.

1-1.07 Change Order: Amendment to the Agreement, the Project Plans, Technical Specifications or other Contract Documents in accordance with Section 3, Control of Work and Material and Changes in Work, of the General Provisions.

1-1.08 Town: Town of Fairfax.

1-1.09 Conduit: A pipe or tube in which smaller pipes, tubes or electrical conductors are inserted or are to be inserted.

1-1.10 Contract Documents: All those documents listed in the Project agreement as comprising the entire agreement between the Town and the Contractor.

1-1.11 Contractor: The successful bidder for the Project and party to the Project agreement with the Town as specified in the Project agreement.

1-1.12 Culvert: Any structure, other than a bridge, which provides an opening under a roadway for drainage or other purposes.

1-1.13 Days: Unless otherwise specified in the Contract Documents, days mean working days.

1-1.14 Designer: The person or persons so specified on the Technical Specifications and/or Project Plans.

1-1.15 Detour: A temporary route for traffic around a closed portion of a road.

1-1.16 Divided Highway: A highway with separated traveled ways for traffic, generally in opposite directions.

1-1.17 Engineer: The Town's authorized representative for administration and overall management of the Project agreement and Work. The Engineer is the official point of contact between the Town and the Contractor.

1-1.18 Frontage Road: A local street or road auxiliary to and located generally on the side of an arterial highway for service to abutting property and adjacent areas and for control of access.

1-1.19 Grading Plane: The surface of the basement material upon which the lowest layer of subbase, base, pavement, surfacing or other specified layer is placed.

1-1.20 Highway: The whole right of way or area which is reserved for and secured for use in constructing the roadway and its appurtenances.

1-1.21 Laboratory: The established laboratory of the Materials and Research Department of the Department of Transportation of the State of California or laboratories authorized by the Engineer to test materials involved in the contract.

1-1.22 Manual on Uniform Traffic Control Devices California Supplement: The Manual on Uniform Traffic Control Devices for Streets and Highways, 2003 Edition (MUTCD) is administered by the Federal Highway Administration.

1-1.23 Manual on Uniform Traffic Control Devices California Supplement: The MUTCD 2003 California Supplement (MUTCD California Supplement) is issued by the Department of Transportation to provide amendments to the MUTCD. The MUTCD and MUTCD California Supplement supersede the Department's Manual of Traffic Controls.

1-1.24 Median: That portion of a divided highway separating the traveled ways for traffic in opposite directions including inside shoulders.

1-1.25 Office of Structure Design: The Offices of Structure Design of the Department of Transportation. When the specifications require working drawings to be submitted to the Offices of Structure Design, the drawings shall be submitted to: Offices of Structure

Design, Documents Unit, Mail Station 9-4/4I, 1801 30th Street, Sacramento, CA 95816, Telephone (916) 227-8252.

1-1.26 Pavement: The uppermost layer of material placed on the traveled way or shoulders. This term is used interchangeably with surfacing.

1-1.27 Processing: Any operation or operations of whatever nature and extent required to produce a specified material.

1-1.28 Project: The Oak Manor Drive Sidewalk Improvements as described in the Technical Specifications and Project Plans.

1-1.29 Project Inspector: The party or parties charged by the Town with inspecting the Work for compliance with the requirements of the Contract Documents and applicable laws and regulations. The Project Inspector acts under the direction of the Town and shall coordinate with the Public Works Department as directed by the Town in accordance with the Contract Documents.

1-1.30 Project Plans: The primarily graphic detailed requirements concerning the Project contained in the Bid Package and any addenda to the Project Plans signed by authorized Town representatives and issued prior to bid opening, Equal Product Proposals accepted by the Town and signed by authorized Town representatives prior to bid opening, and change orders and other amendments to the Project Plans signed by authorized representatives of the Town and the Contractor in accordance with the requirements of the Contract Documents.

1-1.31 Roadbed: The roadbed is that area between the intersection of the upper surface of the roadway and the side slopes or curb lines. The roadbed rises in elevation as each increment or layer of subbase, base, surfacing or payment is placed. Where the medians are so wide as to include areas of undisturbed land, a divided highway is considered as including 2 separate roadbeds.

1-1.32 Roadway: That portion of the highway included between the outside lines of sidewalks, or curbs, slopes, ditches, channels, waterways, and including all the appertaining structures, and other features necessary to proper drainage and protection.

1-1.33 Shoulders: The portion of the roadway contiguous with the traveled way for accommodation of stopped vehicles, for emergency use, and for lateral support of base and surface courses.

1-1.34 Special Provisions: The special provisions set forth conditions or requirements peculiar to the Work and supplementary to the General Provisions.

1-1.35 Standard Specifications: The directions, provisions and requirements contained in the Caltrans Specifications.

1-1.36 Subbase: A layer of specified material of planned thickness between a base and the basement material.

1-1.37 Subcontractor: A person, firm or corporation that is obligated as a party to a contract with the Contractor to perform part of the Project work. For purposes of these General Provisions Subcontractors include, but are not limited to, those that are obligated as parties to a contract with the Contractor to specially fabricate and install a portion of the Project Work according to the Technical Specifications and/or Project Plans.

1-1.38 Subgrade: That portion of the roadbed on which pavement, surfacing, base, subbase, or a layer of any other material is placed.

1-1.39 Substructure: All that part of the bridge below the bridge seats, tops of piers, haunches of rigid frames, or below the spring lines of arches. Backwalls and parapets of abutments and wingwalls of bridges shall be considered as parts of the substructure.

1-1.40 Superstructure: All that part of the bridge except the bridge substructure.

1-1.41 Surfacing: The uppermost layer of material placed on the traveled way, or shoulders. This term is used interchangeably with pavement.

1-1.42 Technical Specifications: The detailed Project requirements contained in the Bid Package and any addenda to the Technical Specifications signed by authorized Town representatives and issued prior to bid opening, Equal Product Proposals accepted by the Town and signed by authorized Town representatives prior to bid opening, and change orders and other amendments to the Technical Specifications signed by authorized representatives of the Town and the Contractor in accordance with the requirements of the Contract Documents.

1-1.43 Traffic Lane: That portion of a traveled way for the movement of a single line of vehicles.

1-1.44 Traveled Way: That portion of the roadway for the movement of vehicles, exclusive of the shoulders.

1-1.45 Work: The furnishing of all equipment, tools, apparatus, facilities, material, labor and skill necessary to perform and complete in a good and workmanlike manner the Project as shown in the Technical Specifications and Project Plans in accordance with the Contract Documents and applicable law.

1-1.46 Written Notice: Will be deemed to have been duly served for purposes of these General Provisions and any agreement of which they are a part if delivered in person to the individual or to a member of the firm or to any office of the corporation for whom the notice is intended, or if sent by registered or certified mail to the last known business address known to the party giving notice. Unless otherwise specified in the Contract

Documents, the last known address of the Contractor shall be that listed in the Contractor's completed Proposal and Schedule of Bid Prices.

SECTION 2
SCOPE OF WORK

2-1.01 Documents Furnished by Town. The Town will furnish to the Contractor, free of charge five (5) sets of prints of the Project Plans and Technical Specifications for execution of the Work. Throughout the performance of the Work the Contractor must keep one copy of the Project Plans and Technical Specifications in good order and available for review by the Engineer, the Designer, and any other Town contractors or representatives.

2-1.02 Ownership of Documents Furnished by Town. All documents furnished by the Town, including, but not limited to, the Technical Specifications, Project Plans, and any copies, are the property of the Town. Documents furnished by the Town may not to be used on any other work. All documents furnished by the Town must be returned to Town upon completion of the Work.

2-1.03 Technical Specifications and Project Plans.

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

b. In general, the Project Plans indicate dimensions, position and kind of construction, and the Technical Specifications indicate qualities and methods. Any Work indicated on the Project Plans and not mentioned in the Technical Specifications or vice versa must be furnished as though fully set forth in both. Work that is not particularly detailed, marked or specified shall be the same as similar Work that is detailed, marked or specified. The Contractor must furnish items necessary for the operation of equipment depicted in the Project Plans or specified in the Technical Specifications that are suitable to allow such equipment to function properly at no extra charge.

c. The Contractor must notify the Engineer as soon as possible of any apparent errors or inconsistencies, including, but not limited to, typographical or notational errors in the Project Plans, Technical Specifications, and/or in work done by others affecting the Work. The Engineer will issue instructions concerning any such apparent errors or inconsistencies. If the Contractor proceeds with Work impacted by apparent errors or inconsistencies without instructions from the Engineer, the Contractor shall do so at its sole risk and shall have all of the obligations and the Town shall have all of the rights and remedies specified in Section 9 concerning any resulting damage or defect.

d. The General Provisions apply with equal force to all of the Work, including extra work authorized by the Engineer in accordance with the Contract Documents. The Contractor must submit any required shop diagrams and/or drawings by the times and in the quantities indicated in the Technical Specifications. Any such shop diagrams and/or drawings must show completely the Work to be done, expanding on the

Project Plans concerning details not previously shown, field conditions and the condition of the Work. Engineer review of such shop diagrams and/or drawings will concern conformance with the requirements of the Contract Documents only. The Engineer assumes no responsibility for the correctness or accuracy of the dimensions or any other contents of any shop diagrams and/or drawings submitted by the Contractor. The Contractor must check all dimensions at the Work site. Shop diagrams and/or drawings must be clearly marked with the name of the Project and the name of the Contractor, subcontractor or supplier making the submittal, and must be stamped and signed by the Contractor and submitted under a signed transmittal letter from the Contractor certifying that all dimensions have been checked at the Work site. These requirements are mandatory. The Engineer will not review shop diagrams and/or drawings that do not satisfy these requirements. The Contractor will be responsible for any and all discrepancies between dimensions of the actual Project site and/or Work and those shown on shop diagram and/or drawings submitted by the Contractor, and for any other errors contained in or resulting from such shop diagrams and/or drawings, including, but not limited to, errors in material and/or equipment quantities and any resulting errors, delays or additional cost in the performance of the Work. The Contractor will have all of the obligations and the Town will have all of the rights and remedies that are specified in Section 9, Remedies and Disputes, concerning any discrepancies or errors in shop diagrams and/or drawings submitted by the Contractor, and concerning any resulting errors, delays or additional costs in the performance of the Work.

2-1.04 Governing Documents.

All work shall be governed by and done in accordance with the following:

a. Contract Documents, consisting of the Notice Inviting Bids, Bidder's Proposal, Affidavits, Bid Bond, Designation of Subcontractors, Experience and Financial Qualifications, Faithful Performance Bond, Labor and Materials Bond, Defective Material and Workmanship Bond, Construction Contract, Insurance Certificates and Endorsements, Guarantee, Plans entitled Oak Manor Drive Sidewalk Improvements, consisting of four sheets prepared by Coastland Civil Engineers and dated March 2012, these Special Provisions, Technical Specifications, and Addenda, if any.

b. Standard Specifications, Cities and County of Marin, Department of Public Works, latest edition -- hereinafter called the County Standard Specifications.

c. Uniform Construction Standards Approved and Adopted by Cities of Marin and County of Marin, latest edition -- hereinafter called the County Standard Drawings and sometimes referred to as MUCS.

d. State of California Business and Transportation Agency, Department of Transportation, Standard Plans and Specifications, latest edition, -- hereinafter called State Plans and/or State Specifications.

Any and all work and requirements called for in any one or more of the above listed documents shall be deemed to be called for in all.

These Contract Documents shall govern over conflicting provisions and requirements of the Standard Specifications and Drawings.

In the event of any conflict, doubt, or questions arising with respect to the true meaning of the above listed documents, reference shall be made to the Public Works Director and his decision shall be final.

2-1.05 Pre-Construction Conference. Prior to the issuance of the Notice to Proceed, a pre-construction conference will be held at the Office of the Public Works Department for the purpose of discussing with the Contractor the scope of work, Contract drawings, specifications, existing conditions, materials to be ordered, equipment to be used, and all essential matters pertaining to the prosecution of and the satisfactory completion of the project as required. The Contractor's representative at this conference shall include all major superintendents for the work and may include major subcontractors.

SECTION 3
CONTROL OF WORK AND MATERIAL
AND
CHANGES IN THE WORK

3-1.01 Authority of the Public Works Director. The Public Works Director shall decide all questions which may arise as to the quality and acceptability of the final work product and shall decide all questions which may arise as to the interpretations of the plans and specifications, and all questions as to the acceptable fulfillment of the contract on the part of the Contractor and as to compensation. His decision shall be final.

3-1.02 Engineer's Status. The Engineer will administer the Project in accordance with the Contract Documents. After execution of the agreement and issuance of the Notice to Proceed, all correspondence and/or instructions concerning the Project between the Contractor and/or Town shall be forwarded through the Engineer. Except as otherwise provided in the Contract Documents, the Engineer will not be responsible for and will not have control or charge of construction means, methods, techniques, or procedures or for safety precautions in connection with the Work. The Engineer, however, will have authority to reject materials and/or workmanship that do not conform to the requirements of the Contract Documents. The Engineer will also have the authority to require inspection or testing of the Work.

3-1.03 Designer's Status. The Designer will advise the Engineer concerning decisions on all claims of the Contractor and all other matters relating to the execution and progress of the Work or the interpretation of the Contract Documents. The Designer will also advise the Engineer concerning Work that does not conform to the Contract Documents. Whenever, in the Designer's opinion, it is necessary or advisable in accordance with the Contract Documents, the Designer may recommend to the Engineer inspection or testing of the Work, whether or not such Work is then fabricated, installed or completed.

3-1.04 Inspection and Testing of Work and Material.

a. The Town, the Engineer, the Designer and their representatives will have access to the Work at all times wherever it is in preparation or progress. The Contractor must provide proper facilities for such access and for inspection. The Contractor shall furnish the Engineer a list of the Contractor's sources of materials and the locations at which those materials will be available for inspection. The list shall be furnished to the Engineer in sufficient time to permit inspecting and testing of materials to be furnished from the listed sources in advance of their use. Within three (3) business days of receipt of the list, the Engineer may inspect, sample or test materials at the source of supply or other locations, but the inspection, sampling or testing will not be undertaken until the Engineer is assured by the Contractor of the cooperation and assistance of both the Contractor and the supplier of the material. The Contractor shall assure that the Engineer or the Engineer's authorized representative has free access at all times to the material to be inspected, sampled or tested. Adequate

facilities shall be furnished free of charge to make the necessary inspection. The Town assumes no obligation to inspect materials at the source of supply. It is understood that the inspections and tests if made at any point other than the point of incorporation in the Work in no way shall be considered as a guaranty of acceptance of the material nor of continued acceptance of material presumed to be similar to that upon which inspections and tests have been made, and that inspection and testing performed by the Town shall not relieve the Contractor or the Contractor's suppliers of responsibility for quality control.

b. The Contractor must inspect all materials as delivered and promptly return all defective materials without waiting for their rejection by the Designer or Engineer. The Contractor shall be responsible for controlling the quality of the material entering the Work and of the Work performed, and shall perform testing as necessary to ensure control. The test methods used for quality control testing shall be as determined by the Contractor and this Agreement. The results of the testing shall be made available to the Engineer upon request. These tests are for the Contractor's use in controlling the Work and will not be accepted for use as acceptance tests. Full compensation for performing quality control tests and making the results available to the Engineer shall be considered as included in the Contract Prices and no additional compensation will be allowed therefor.

c. If the Engineer, the Technical Specifications, or any laws, ordinances, or any public authority require any Work to be tested or approved, the Contractor must give the Engineer timely notice of the Contractor's readiness for inspection. Inspections will be promptly made, and where practicable, at the source of supply. Any work subject to such testing that is covered up without timely notice to the Engineer or without the approval or consent of the Engineer must, if required by the Engineer, be uncovered for examination at the Contractor's expense. The Contractor will have all of the obligations and the Town will have all of the rights and remedies that are specified in Section 9 concerning any work subject to testing that is covered up without timely notice to the Engineer and that is not uncovered for examination at the Contractor's expense if required by the Engineer.

d. Tests of materials or qualification tests required by the Contract Documents must be made in accordance with the Technical Specifications and the requirements of the California Building Standards Code, where applicable, as adopted by the Town, and other applicable law. Copies of all testing reports shall be distributed as required in the Technical Specifications. The laboratory or inspection agency shall be selected by the Town. The Town will pay for all laboratory inspection service direct, and not as a part of the contract. Materials of construction, particularly those upon which the strength and durability of the structure may depend, shall be subject to inspection and testing to establish conformance with specifications and suitability for uses intended.

e. The Town or its representatives may order re-examination of questioned Work. If ordered to do so, the Contractor must uncover such Work. If such Work is found to be according to the Contract Documents, the Town shall pay the cost of uncovering and restoring the Work, unless such Work was subject to testing and covered up

without timely notice to or approval of the Engineer. If re-examined Work is found not in accordance with the Contract Documents, the Contractor must pay the cost of uncovering and restoring the Work. The Contractor will have all of the obligations and the Town will have all of the rights and remedies that are specified in Section 9 concerning any re-examined Work not in accordance with the Contract Documents that the Contractor fails to uncover and restore at the Contractor's expense.

f. The Contractor must replace or correct without charge any material or workmanship found not to conform to the requirements of the Contract Documents, unless the Town consents to accept such material or workmanship with an appropriate adjustment in the Contract Price. The Contractor must promptly segregate and remove non-conforming material from the Work site. The Contractor will have all of the obligations and the Town will have all of the rights and remedies that are specified in Section 9 concerning any failure by the Contractor to replace or correct without charge any material or workmanship that does not conform to the requirements of the Contract Documents and that the Town has not consented to accept.

g. Any work done beyond the lines and grades shown on the Project Plans or established by the Engineer, or any extra work done without written authority will be considered as unauthorized work and will not be paid for. Upon order of the Engineer unauthorized work shall be remedied, removed or replaced at the Contractor's expense.

h. The inspection of the Work or materials shall not relieve the Contractor of any of the Contractor's obligations to fulfill the Agreement. Work and materials not meeting Agreement requirements shall be made good, and unsuitable Work of materials may be rejected, notwithstanding that the Work or materials have been previously inspected by the Engineer or that payment therefore has been given.

i. Unless otherwise specified, all tests shall be performed in accordance with the methods used by Caltrans and shall be made by the Engineer or the Engineer's designated representative.

j. The Town has developed methods for testing the quality of materials and work. These methods are identified by number and are referred to in the Technical Specifications as California Tests. Copies of individual California Tests are available at the Transportation Laboratory, Sacramento, California, and will be furnished to interested persons upon request.

k. Whenever the specifications require compliance with specified values for the following properties, tests will be made by the California Test indicated unless otherwise specified:

Properties	California Test
Relative Compaction	216 or 231

Sand Equivalent	217
Resistance (R-value)	301
Grading (Sieve Analysis)	202
Durability Index	229

l. Whenever a reference is made in the Technical Specifications to a California Test by number, it shall mean the California Test in effect on the day the Agreement is signed on behalf of the Town.

m. Whenever the Technical Specifications provide an option between 2 or more tests, the Engineer will determine the test to be used.

n. Whenever a reference is made in the Technical Specifications to a specification, manual or test designation either of the American Society for Testing and Materials, the American Association of State Highway and Transportation Officials, Federal Specifications or any other recognized national organization, and the number or other identification representing the year of adoption or latest revision is omitted, it shall mean the specification, manual or test designation in effect on the day the Agreement is signed on behalf of the Town. Whenever the specification, manual or test designation provides for test reports (such as certified mill test reports) from the manufacturer, copies of those reports, identified as to the lot of material, shall be furnished to the Engineer. The manufacturer's test reports shall supplement the inspection, sampling and testing provisions in this Section, and shall not constitute a waiver of the Town's right to inspect. When material which cannot be identified with specific test reports is proposed for use, the Engineer may, at the Engineer's discretion, select random samples from the lot for testing. Test specimens from the random samples, including those required for retest, shall be prepared in accordance with the referenced specification and furnished by the Contractor at the Contractor's expense. The number of the samples and test specimens shall be entirely at the discretion of the Engineer. Unidentified metal products, such as sheet, plate and hardware shall be subject to the requirements of Section 55-2.07, "Unidentified Stock Material" of the Standard Specifications.

o. When requested by the Engineer, the Contractor shall furnish, without charge, samples of all materials entering into the Work, and no material shall be used prior to approval by the Engineer, except as provided in Section 3-1.04, "Certificates of Compliance." Samples of material from local sources shall be taken by or in the presence of the Engineer; otherwise, such samples will not be considered for testing.

3-1.05 Certificates of Compliance.

a. Certificates of Compliance shall be furnished prior to the use of any materials for which the Technical Specifications require that a certificate be furnished. In addition, when so authorized in the Technical Specifications, the Engineer may permit the use of certain materials or assemblies prior to sampling and testing if accompanied by a Certificate of Compliance. The certificate shall be signed by the manufacturer of the

material or the manufacturer of assembled materials and shall state that the materials involved comply in all respects with the requirements of the Technical Specifications. A Certificate of Compliance shall be furnished with each lot of material delivered to the work and the lot so certified shall be clearly identified in the certificate.

b. Materials used on the basis of a Certificate of Compliance may be sampled and tested at any time. The fact that material is used on the basis of a Certificate of Compliance shall not relieve the Contractor of responsibility for incorporating material in the Work which conforms to the requirements of the Project Plans and Technical Specifications, and any material not conforming to the requirements will be subject to rejection whether in place or not.

c. The Town reserves the right to refuse to permit the use of material on the basis of a Certificate of Compliance.

d. The form of the Certificate of Compliance and its disposition shall be as directed by the Engineer.

3-1.06 Samples Furnished by the Contractor. The Contractor must furnish all samples for approval as directed in sufficient time to permit the Designer or Engineer to examine, approve and select samples before they are required by the progress of the Work. Portions of the Work for which samples are required and for which the Designer or Engineer has selected samples must be in accordance with such approved samples. Samples must be sent prepaid to the office of the Engineer or to such place as the Engineer may direct.

3-1.07 Materials and Substitutions.

a. Materials used for the Work must be new and of the quality specified. When not particularly specified, materials must be the best of their class or kind. The Contractor must, if required, submit satisfactory evidence as to the kind and quality of materials.

b. If the Contractor submitted complete information to the Public Works Department for products proposed as equals in accordance with the bid package, and the Town approved such products proposed as equals in writing, the Contractor may either furnish such products approved as equals, or furnish the products listed by manufacturer name, brand or model number in the Technical Specifications or Project Plans. The Town retains the right, in its sole discretion, to accept or reject any other proposed substitution. To be considered, proposals concerning products proposed as equals must include sufficient information to permit the Town to determine whether the products proposed as equals will satisfy the same performance requirements as products listed by manufacturer's name, brand or model number. Such performance requirements may include, but are not limited to, size, strength, function, appearance, ease of maintenance and repair, and useful life requirements. If the Town does not accept a proposed substitution, the Contractor must furnish the product specified in

the Technical Specifications or Project Plans for the Contract Price, regardless of whether the product is specified by manufacturer's name, brand or model number, or otherwise.

3-1.08 Contractors Responsibility For The Work And Materials.

a. Until the acceptance of the Work, the Contractor shall have the charge and care of the Work and of the materials to be used and shall bear the risk of injury, loss or damage to any part thereof by the action of the elements or from any other cause, whether arising from the execution or from the non-execution of the Work, except as provided in Sections 6-1.16, "Public Convenience," and 5-1.11, "Relief From Maintenance and Responsibility." The Contractor shall rebuild, repair, restore, and make good all injuries, losses or damages to any portion of the Work or the materials occasioned by any cause before its completion and acceptance and shall bear the expense thereof, except for those injuries, losses, or damages that are directly and proximately caused by acts of the Federal Government or the public enemy. Where necessary to protect the Work or materials from damage, the Contractor shall, at the Contractor's expense, provide suitable drainage of the roadway and erect those temporary structures that are necessary to protect the Work or materials from damage. The suspension of the Work from any cause whatever shall not relieve the Contractor of the responsibility for the Work and materials as herein specified. If ordered by the Engineer, the Contractor shall, at the Contractor's expense, properly store materials which have been partially paid for by the Town or which have been furnished by the Town. Storage by the Contractor shall be on behalf of the Town and the Town shall at all times be entitled to the possession of the materials, and the Contractor shall promptly return the materials to the site of the Work when requested. The Contractor shall not dispose of any of the materials so stored except on written authorization from the Engineer.

b. During the performance of the Work, all materials must be neatly stacked, properly protected from the weather and other adverse impacts, and placed so as to avoid interference with efficient progress of the Work, with other activities of the Town, or with the use of existing Town facilities by the public. All materials must be delivered so as to ensure efficient and uninterrupted progress of the Work. Materials must be stored so as to cause no obstruction and so as to prevent overloading of any portion of the Work. The Contractor will be responsible for damage or loss of materials delivered to and/or stored at the Work site due to weather or other causes. The Contractor must promptly remove from the Work site all materials rejected by the Town or its representatives as failing to conform to the requirements of the Contract Documents, whether such non-conforming materials have been incorporated in the Work or not. If the Town or its representatives so direct, the Contractor must promptly replace and re-execute Work performed by the Contractor and order the replacement and re-execution of Work performed by subcontractors using non-conforming materials with materials that satisfy the requirements of the Contract Documents without expense to the Town. The Contractor will bear the expense of making good all Work destroyed or damaged by such removal. The Contractor will

have all of the obligations and the Town will have all of the rights and remedies that are specified in Section 9 concerning any failure by the Contractor to replace or re-execute Work using non-conforming materials, and/or to make good all work destroyed or damaged by such removal and/or execution.

3-1.09 Audit and Examination of Records. The Town may examine and audit at no additional cost to the Town all books, estimates, records, contracts, documents, bid documents, bid cost data, subcontract job cost reports and other Project related data of the Contractor, subcontractors engaged in performance of the Work, and suppliers providing supplies, equipment and other materials required for the Work, including computations and projections related to bidding, negotiating, pricing or performing the Work or contract modifications and other materials concerning the Work, including, but not limited to, Contractor daily logs, in order to evaluate the accuracy, completeness, and currency of cost, pricing, scheduling and any other project related data. The Contractor will make available all such Project related data at all reasonable times for examination, audit, or reproduction at the Contractor's business office at or near the Work site, and at any other location where such Project related data may be kept until three years after final payment under the Agreement. Pursuant to California Government Code Section 8546.7, if the amount of public funds to be expended is in excess of $10,000, this Agreement shall be subject to the examination and audit of the State Auditor, at the request of the Town, or as part of any audit of the Town, for a period of three (3) years after final payment under the Agreement.

3-1.10 Advertising. No advertising signs of any kind may be displayed on the Work site, or on fences, offices or elsewhere adjacent to the Work site.

3-1.11 Project Schedule. Within 7 days of issuance of the Notice to Proceed, the Contractor must submit a schedule showing each task of Work, the sequence of each task, the number of days required to complete each task, and the critical path controlling the completion of the entire Work. The schedule must allow for the completion of the entire Work within the Time for Completion.

a. Town Review of Schedule. The Town may review the Contractor's submitted schedule and may note any exceptions. The Contractor must correct any exceptions noted by the Town within five (5) working days of being notified of the exceptions.

b. Update of Schedule. After submission of a schedule to which the Town has taken no exceptions, the Contractor must submit an updated schedule on a biweekly basis or as otherwise specified by the Town until completion of the Work. The updated schedule must show the progress of Work as of the date specified in the updated schedule.

c. Float. The schedule shall show early and late completion dates for each task. The number of days between these dates will be designated as "float". The Float will be designated to the Project and will be available to both the Town and the Contractor as needed.

d. Failure to Submit Schedule. If the Contractor fails to submit schedules within the time periods specified in this Section, or submit a schedule to which the Town has taken uncorrected exceptions, the Town may withhold payments to the Contractor until such schedules are submitted and/or corrected in accordance with the Contract Documents.

e. Responsibility for Schedule. The Contractor will be solely and exclusively responsibility for creating the schedule and properly updating it. The Town may note exceptions to any schedule submitted by the Contractor. However, if the Contractor will be solely responsible for determining the proper method for addressing such exceptions and the Town's review of the schedule will not place scheduling obligation on the Town.

3-1.12 Construction Staking. Where the Contract Documents require, the Contractor shall employ a licensed Land Surveyor to perform construction staking. Stakes and marks will be set by the Surveyor as the Engineer determines to be necessary to establish the lines and grades required for the completion of the Work.

a. The Contractor will be responsible for coordinating performance of the Work with the Surveyor and for all costs associated with construction staking and layout.

b. Contractor shall provide "cutsheets" for the Engineer to review and use in checking grades. Finished grades shall be within 0.01 feet in elevation and 0.03 feet horizontal layout.

c. Full compensation for Construction Staking shall be considered as included in the prices paid for the various items of Work involved, and no additional allowance will be made therefore.

3-1.13 Detours.

a. The Contractor shall construct and remove detours and detour bridges for the use of public traffic as provided in the Special Provisions, or as shown on the Project plans or as directed by the Engineer. Payment for this Work will be made as set forth in the Special Provisions or at the contract prices for the items of Work involved

b. The cost of repairing damage to detours caused by public traffic will be paid for as provided in this Section 3.

c. When public traffic is routed through the Work, provision for a passageway through construction operations will not be considered as detour construction or detour maintenance, and this Work shall conform to and be paid for as provided in Section 6-1.16, "Public Convenience" unless otherwise specified in the Special Provisions.

d. Detours used exclusively by the Contractor for hauling materials and equipment shall be constructed and maintained by the Contractor at the Contractor's expense.

e. The failure or refusal of the Contractor to construct and maintain detours at the proper time shall be sufficient cause for suspending the Work until the detours are in satisfactory condition for use by public traffic.

f. Where the Contractor's hauling is causing such damage to the detour that its maintenance in a condition satisfactory for public traffic is made difficult and unusually expensive, the Engineer shall have authority to regulate the Contractor's hauling over the detour.

3-1.13 Town Directed Change Orders. The Town may at any time during the progress of the Work direct any amendments to the Work or any of the Contract Documents, including, but not limited to the Technical Specifications, or Project Plans. Such amendments will in no way void the agreement, but will be applied to amend the Contract Price, if such amendments affect the Contract Price, the Project schedule, if such amendments affect the Project schedule, or any other provision of the Contract Documents based on a fair and reasonable valuation of the amendment in accordance with this Section 3.

3-1.14 Writing Requirement. Change orders and other amendments to the Technical Specifications, the Project Plans, or other Contract Documents may be made only by a writing executed by authorized representatives of the Town and the Contractor.

3-1.15 Contractor Proposed Change Orders. Unless the Engineer otherwise authorizes or the Town and the Contractor otherwise agree, change order proposals submitted by the Contractor must be submitted to the Engineer no later than the time of the proposed change. The Project Manager shall review the proposed change order and respond by acknowledging the contract change, supplying information and not acknowledging a change order, or recommending other action. If the Project Manager acknowledges the contract change, the Contractor shall submit a change order to the Project Manager as set forth in this Section. Each change order submitted by the Contractor shall be accompanied by the following certification executed by an officer of Contractor:

I, _____, being the _____ of _____ (Contractor), declare under penalty of perjury under the laws of the State of California, and do personally certify and attest that: I have thoroughly reviewed the attached request for change order and know its contents, and said request for change order is made in good faith; that it is supported by truthful and accurate data; that the amount requested and the additional time requested accurately reflects the allowable expenses that would be incurred, and the time necessary, to perform the change order; and further, that I am familiar with California Penal Code section 72 and California Government Code section 12650, et seq., pertaining to false claims, and further know and understand that submission or certification of a false claim may lead to fines, imprisonment, or other severe legal consequences.

3-1.16 All Change Orders. All proposed change orders must be submitted on completed Change Order forms provided in the Contract Documents. All such proposed change orders must itemize all cost impacts of the proposed change order and include a total price for that change order and the amended Contract Price that would become effective upon execution of the change order. All proposed change orders must specify any change in the Project schedule, or in any project milestone including, but not limited to, the Time for Completion, under the change order. It is understood that change orders that do not specify a change in any milestone, including, but not limited to, the Time for Completion, must be accomplished by the Time for Completion then in effect.

3-1.17 Change Order Pricing. Change order pricing for all change orders, whether, additive, deductive, or both, will be governed by the following:

a. Prices specified in the Contract Documents will apply to cost impacts involving items for which the Contract Documents specify prices.

b. Cost impacts involving items for which the Contract Documents do not specify prices may be paid on a lump sum basis as approved by the Town.

c. For cost impacts involving items for which the Contract Documents do not specify prices, and for which no lump sum amount has been approved by the Town, charges or credits for the Work will be paid on a time and materials basis in accordance with the following and subject to Caltrans Standard Specifications, provision 9-1.03, concerning allowable direct charges. The time and materials payment will be the sum of and limited to the direct and indirect costs for labor, materials, equipment and overhead calculated as follows:

1. Labor: The Contractor will be paid the cost of labor for the workers (including foremen when authorized by the Engineer), used in the actual and direct performance of the Work. The cost of labor utilized in performing the Work, whether the employer is the Contractor, a subcontractor or other entity engaged in the performance of the Work, will be the sum of the following:

- Actual Wages: The actual wages paid will include any employer fringe benefit payments to or on behalf of the workers for health and welfare, pension, vacation and similar purposes. The actual wages and fringe benefits paid must be at the rates shown on the certified payroll documents submitted by the Contractor.

- Labor Surcharge: The labor surcharge will be as set forth in the latest edition of the California Department of Transportation publication entitled "Labor Surcharge and Equipment Rental Rates". The labor surcharge will constitute full compensation for all payments imposed by State or Federal laws and for all other payments made to, or on behalf of, workers engaged

in the performance of the Work, excluding the Actual Wages as defined above.

- Fixed Markup: A fixed markup of 15% of the sum of the actual wages paid and the labor surcharge applicable to such actual wages, together with the actual wage and labor surcharge costs described in this provision will constitute full and complete compensation for all overhead, profit, incidentals, and any and all other direct or indirect expenses associated with furnishing all labor for the Work.

2. Materials: Materials costs will be the direct costs for materials actually exhausted, consumed or entering permanently into the Work, plus a fixed markup of 15% of such direct materials costs, which, together with the direct cost of materials as described in this provision will constitute full and complete compensation for all overhead, profit, incidentals, and any and all other direct or indirect expenses associated with furnishing all materials for the Work.

3. Equipment: All equipment used will be paid in accordance with the rates in subsection 9-1.03A(3) entitled "Equipment Rental" of the Standard Specifications, which subsection 9-1.03A(3) is made a part of this Contact, plus a fixed markup of 10% of such equipment rates, which, together with the equipment rates as described in this provision will constitute full and complete compensation for all overhead, profit, incidentals, and any and all other direct or indirect expenses associated with furnishing all equipment for the Work.

4. Unless approved in writing in accordance with provision 4-1.02 of this Contract in advance of performance of the Work, any and all other cost impacts (including, but not limited to profit, bond premiums or fees, insurance premiums or fees, superintendent labor, clerical expenses, home office expenses, Work site office expenses, utility costs, permit costs, and licensing costs) involving items for which the Contract Documents do not specify prices, and for which no lump sum amount has been approved by the Town, will constitute incidentals, full compensation for which will be deemed included in the markups for labor, material, and equipment specified above, and no additional compensation for such cost impacts will be allowed.

3-1.18 Liability Under Unapproved Change Orders. The Contractor will be solely responsible for any and all losses, costs, or liabilities of any kind incurred by the Contractor, any subcontractor engaged in the performance of the Work, any party supplying material or equipment for the Work or any third party that are incurred pursuant to Contractor-proposed change orders prior to issuance of an approved change order executed in accordance with this Section 3. The Contractor will have all of the obligations and the Town will have all of the rights and remedies that are specified in Section 9 concerning any work or resulting losses, costs, or liabilities pursuant to a

Contractor proposed change order before issuance of an approved change order executed in accordance with this Section 3.

3-1.19 Changes Subject to Contract Documents. Any changes in the Work and/or the Contract Documents pursuant to change orders and any other amendments issued in accordance with the Contract Documents, including this Section 3, will in all respects be subject to all provisions of the Contract Documents, including, but not limited to, the Technical Specifications and the Project Plans, except as modified by such change orders or amendments.

3-1.20 Change Order Disputes.

a. Disputed Town Directed Change Orders. If the Contractor disputes a Town directed change order following a reasonable effort by the and the Contractor to resolve the dispute including, at a minimum, a meeting between appropriate representatives of the Contractor and the Town, the Contractor must commence performing the Work consistent with the disputed change order within five (5) working days of the last meeting between representatives of the Contractor and the Town to resolve the dispute, or within the time specified in the disputed Town directed change order, whichever is later. In performing Work consistent with a disputed Town-directed change order pursuant to this provision the Contractor will have all of the Contractor's rights concerning claims pursuant to the Contract Documents and applicable law.

b. Disputed Contractor Proposed Change Orders. If the Town disputes a Contractor proposed change order, the Town and the Contractor will use reasonable efforts to resolve the dispute including, at a minimum, holding a meeting between appropriate representatives of the Contractor and the Town. Regardless of and throughout any such efforts to resolve the dispute the Contractor must continue performing the Work irrespective of and unmodified by the disputed change order. In continuing to perform the Work, the Contractor will retain all of the Contractor's rights under contract or law pertaining to resolution of disputes and protests between contracting parties. Disputes between the Town and the Contractor concerning any Contractor-proposed change order or other amendment do not excuse the Contractor's obligation to perform the Work in accordance with the Contract Documents excluding such Contractor-proposed change order or other amendment by the Time for Completion or waive any other Project milestone or other requirement of the Contract Documents.

SECTION 4
TRENCHING AND UTILITIES
AND
PROJECT FACILITIES

4-1.01 The Construction Safety Orders of the Division of Occupational Safety and Health shall apply to all excavations.

a. Detailed plans of protective systems for which the Construction Safety Orders require design by a registered professional engineer shall be prepared and signed by an engineer who is registered as a Civil Engineer in the State of California, and shall include the soil classification, soil properties, soil design calculations that demonstrate adequate stability of the protective system, and any other design calculations used in the preparation of the plan.

b. No plan shall allow the use of a protective system less effective than that required by the Construction Safety Orders.

c. If the detailed plan includes designs of protective systems developed only from the allowable configurations and slopes, or Appendices, contained in the Construction Safety Orders, the plan shall be submitted at least 5 days before the Contractor intents to begin excavation. If the detailed plan includes designs of protective systems developed from tabulated data, or designs for which design by a registered professional engineer is required, the plan shall be submitted at least 3 weeks before the Contractor intends to begin excavation.

4-1.02 Excavation More Than Four Feet Deep. In accordance with California Public Contract Code Section 7104, if the Work involves excavation more than four feet deep the Contractor must promptly notify the Town in writing before disturbing: any material that the Contractor believes may be hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II or Class III disposal site in accordance with provisions of existing law; any subsurface or latent physical conditions at the Work site differing from those indicated; or any unknown physical conditions at the Work site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents. The Town will promptly investigate any such conditions for which notice is given. If the Town finds that the conditions do materially differ, or involve hazardous waste, and would cause a decrease or increase in the cost or time of performance of the Work, the Town will issue a change order pursuant to Section 3 of these General Provisions. If a dispute arises between the Town and the Contractor concerning whether the conditions materially differ, or involve hazardous waste, or cause a decrease of increase in the cost or time of performance, the Contractor will not be excused from any completion date provided in the Contract Documents, but shall proceed with all Work to be performed. The Contractor will retain all rights under

contract or law pertaining to resolution of disputes and protests between contracting parties.

4-1.03 Excavation of Five Feet or More. In accordance with California Labor Code Section 6705, contractors performing contracts exceeding $25,000 in cost and involving excavation five or more feet deep must submit for the Town's acceptance, prior to excavation, a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during excavation. The detailed plan shall include any tabulated data and any design calculations used in the preparation of the plan. Excavation shall not begin until the detail plan has been reviewed and approved. If the plan varies from the shoring system standards, it must be prepared by a registered civil or structural engineer.

4.1.04 Utility Relocation Costs.

a. In accordance with California Government Code Section 4215, the Town assumes the responsibility for the timely removal, relocation or protection of existing main or trunkline utility facilities located on the Work site if such utilities are not identified by the Town in the Technical Specifications and/or Project Plans. The Town will compensate the Contractor for the costs of locating, repairing damage not due to the Contractor's failure to exercise reasonable care, and removing or relocating existing main or trunkline utility facilities located at the Work site and not identified with reasonable accuracy in the Technical Specifications and/or Project Plans. The Town will also compensate the Contractor for the cost of equipment on the Project necessarily idled during such work. The Contractor will not be assessed liquidated damages for Work completion delays caused by the Town's failure to provide for removal or relocation of such main or trunkline utility facilities.

b. Nothing in this provision or the Contract Documents will be deemed to require the Town to indicate the presence of existing service laterals or appurtenances whenever the presence of such utilities on the Work site can be inferred from the presence of other visible facilities, such as buildings, meter and junction boxes, on or adjacent to the Work site; provided, however, that nothing in this provision or the Contract Documents shall relieve the Town from identifying main or trunklines in the Technical Specifications and/or Project Plans.

c. Nothing in this provision or the Contract Documents will preclude the Town from pursuing any appropriate remedy against the utility for delays which are the responsibility of the utility.

d. Nothing in this provision or the Contract Documents will be construed to relieve the utility from any obligation as required either by law or by contract to pay the cost of removal or relocation of existing utility facilities.

e. If the Contractor while performing the Work discovers utility facilities not identified by the Town in the Technical Specifications and/or Project Plans, the Contractor must immediately notify the Town and utility in writing.

f. Either the Town or the utility, whichever owns existing main or trunkline utility facilities located on the Work site, shall have sole discretion to effect repairs or relocation work or to permit the Contractor to perform such repairs or relocation work at a reasonable price.

4-1.05 Utility and Non-Highway Facilities

a. The Contractor shall protect from damage utility and other non-highway facilities that are to remain in place, be installed, relocated or otherwise rearranged.

b. It is anticipated that some or all of the utility and other non-highway facilities, both above ground and below ground, that are required to be rearranged (as used herein, rearrangement includes installation, relocation, alteration or removal) as a part of the highway improvements comprising part of the Work will be rearranged in advance of construction operations. Where it is not anticipated that the rearrangement will be performed prior to construction, or where the rearrangement must be coordinated with the Contractor's construction operations, the existing facilities that are to be rearranged will be indicated on the Project Plans or in the Special Provisions. Where a rearrangement is indicated on the Project Plans or in the Special Provisions, the Contractor will have no liability for the costs of performing the work involved in the rearrangement.

c. The right is reserved to the Town and the owners of facilities, or their authorized agents, to enter upon the highway right of way for the purpose of making those changes that are necessary for the rearrangement of their facilities or for making necessary connections or repairs to their properties. The Contractor shall cooperate with forces engaged in this Work and shall conduct operations in such a manner as to avoid any unnecessary delay or hindrance to the Work being performed by the other forces. Wherever necessary, the work of the Contractor shall be coordinated with the rearrangement of utility or other non-highway facilities, and the Contractor shall make arrangements with the owner of those facilities for the coordination of the Work.

d. Attention is directed to the possible existence of underground main or trunk line facilities not indicated on the Project Plans or in the Special Provisions and to the possibility that underground main or trunk lines may be in a location different from that which is indicated on the Project Plans or in the Special Provisions. The Contractor shall ascertain the exact location of underground main or trunk lines whose presence is indicated on the Project Plans or in the Special Provisions, the location of their service laterals or other appurtenances, and of existing service lateral or appurtenances of any other underground facilities which can be inferred from the

presence of visible facilities such as buildings, meters and junction boxes prior to doing Work that may damage any of the facilities or interfere with their service.

e. If the Contractor cannot locate an underground facility whose presence is indicated on the Project Plans or in the Special Provisions, the Contractor shall so notify the Engineer in writing. If the facility for which the notice is given is in a substantially different location from that indicated on the Project Plans or in the Special Provisions, the additional cost of locating the facility will be paid for as provided in Section 3.

f. If the Contractor discovers underground main or trunk lines not indicated on the Project Plans or in the Special Provisions, the Contractor shall immediately give the Engineer and the Utility Company written notification of the existence of those facilities. The main or trunk lines shall be located and protected from damage as directed by the Engineer, and the cost of that work will be paid for as extra work as provided in Section 3. The Contractor shall, if directed by the Engineer, repair any damage which may occur to the main or trunk lines. The cost of that repair work, not due to the failure of the Contractor to exercise reasonable care, will be paid for as provided in Section 3. Damage due to the Contractor's failure to exercise reasonable care shall be repaired at the Contractor's cost and expense.

g. Where it is determined by the Engineer that the rearrangement of an underground facility is essential in order to accommodate the highway improvement and the Project Plans and Technical Specifications do not provide that the facility is to be rearranged, the Engineer will provide for the rearrangement of the facility by other forces or the rearrangement shall be performed by the Contractor and will be paid for as provided in Section 3.

h. When ordered by the Engineer in writing, the Contractor shall rearrange any utility or other non-highway facility necessary to be rearranged as a part of highway improvements comprising part of the Work, and that Work will be paid for as provided in Section 3.

i. Should the Contractor desire to have any rearrangement made in any utility facility, or other improvement, for the Contractor's convenience in order to facilitate the Contractor's construction operations, which rearrangement is in addition to, or different from, the rearrangements indicated on the Project Plans or in the Special Provisions, the Contractor shall make whatever arrangements are necessary with the owners of the utility or other non-highway facility for the rearrangement and bear all expenses in connection therewith.

j. The Contractor shall immediately notify the Engineer of any delays to the Contractor's operations as a direct result of underground main or trunk line facilities which were not indicated on the Project Plans or in the Special Provisions or were located in a position substantially different from that indicated on the Project Plans or in the Special Provisions, or as a direct result of utility or other non-highway facilities not being rearranged as herein provided (other than delays in connection with

rearrangement made to facilitate the Contractor's construction operations or delays due to a strike or labor dispute). Compensation for the delay will be determined in conformance with the provisions in Section 3.

4-1.06 Work Site Offices. Any Work site office facilities used by the Contractor and/or its privities must conform to all applicable codes, ordinances and regulations. The cost of such Work site office facilities shall be paid from and included in the Contract Price.

4-1.07 Town Rights of Access and Ownership. The Town and its authorized representatives will at all reasonable times while such office facilities are located at the Work site (including, at a minimum, all times during which the Work is performed), have access to any such Work site office facilities used by the Contractor and/or its privities. With respect to the right of access of the Town and its authorized representatives, neither the Contractor nor its privities shall have a reasonable expectation of privacy pursuant to the Fourth Amendment to the Unites States Constitution or other applicable law concerning such Work site office facilities used by the Contractor and/or its privities. Without exception, any and all Project related materials located at such Work site facilities will be deemed at all times to be Town property subject to inspection and copying by the Town and its authorized representatives at all reasonable times while such facilities are located at the Work site (including, at a minimum, all times during which the Work is performed). Any interference by the Contractor or its privities with the Town's rights of access and/or ownership pursuant to this Section 4 will constitute a material breach of the Agreement subject to any and all remedies available pursuant to the Contract Documents and at law and equity.

SECTION 5
PROSECUTION AND PROGRESS OF THE WORK

5-1.01 Beginning of Work.

a. The Contractor shall begin Work within 10 calendar days after receiving notice to proceed from the Town, and shall diligently prosecute the same to completion within the Time for completion specified in the Agreement.

b. Should the Contractor begin Work in advance of receiving notice that the Agreement has been approved as above provided, any Work performed by the Contractor in advance of the date of approval shall be considered as having been done by the Contractor at the Contractor's own risk and as a volunteer unless the Agreement is approved.

c. The delivery to the Town for execution and approval of the Agreement properly executed on behalf of the Contractor and surety and provision of all other required documents in accordance with the Agreement shall constitute the Contractor's authority to enter upon the Work site and to begin operations, subject to the Contractor's assumption of the risk of the disapproval of the Agreement, as above provided, and subject also to the following:

1. The Contractor shall, on commencing operations, take all precautions required for public safety and shall observe all the provisions in the Contract Documents.

2. In the event of disapproval, the Contractor shall at the Contractor's expense do that work that is necessary to leave the site in a neat condition to the satisfaction of the Engineer. If the Work done affects any existing road or highway, the Contractor shall at the Contractor's expense restore it to its former condition, or the equivalent thereof, to the satisfaction of the Engineer.

3. All Work done according to the Agreement prior to its approval, will, when the Agreement is approved, be considered authorized Work and will be paid for as provided in the Agreement.

4. The Contractor shall not be entitled to any additional compensation or an extension of time for any delay, hindrance or interference caused by or attributable to commencement of Work prior to the date on which the Agreement was approved by the Town.

5-1.02 Working Hours. The Contractor shall schedule his working to occur only from 8 a.m. to 5 p.m. on Monday to Friday. Deviations from this restriction shall be approved by the Town Manager.

5-1.03 Cooperation and Coordination with Property Owners. The Contractor shall schedule his work to minimize inconvenience or disruption of residences during the course of the work. Any private property which is disturbed by the work shall be repaired to its original condition and to the satisfaction of the Public Works Director. The cost of said repairs shall be included in the prices paid for the various items of work and no extra compensation shall be allowed therefor.

5-1.04 Liquidated Damages. Time is of the essence in the Agreement. The Town and the Contractor agree that it will be difficult and/or impossible to determine the actual damage which the Town will sustain in the event of the Contractor's failure to fully perform the Work or to fully perform all of the Contractor's obligations that have accrued pursuant to the Agreement by the Time for Completion. Accordingly, the Town and the Contractor agree in accordance with California Government Code Section 53069.85 that the Contractor will forfeit and pay to the Town liquidated damages in the sum of **$1,000** per day for each and every calendar day completion of the Work and/or performance of all of the Contractor's obligations that have accrued pursuant to the Agreement is delayed beyond the Time for Completion. The Town and the Contractor further agree in accordance with California Government Code Section 53069.85 that the liquidated damages sum specified in this provision is not manifestly unreasonable under the circumstances existing at the time the Agreement was made, and that the Town may deduct liquidated damages sums in accordance with this provision from any payments due or that may become due the Contractor under the Agreement.

5-1.05 No Damage for Delay Beyond Town and Contractor Control. The Contractor will not be held responsible for delays in performance of the Work caused by delay beyond the control of both Town and Contractor, such as by strikes, lockouts, or labor disturbances that are not within the control of the Contractor to resolve, lack or failure of transportation, or acts of other government entities. This provision will not apply where the delay would not have occurred but for a previous Contractor caused delay in the prosecution of the Work. The Town will not be liable to the Contractor, any subcontractor or other entity engaged in the performance of the Work, any supplier, or any other person or organization, or to any surety or employee or agent of any of them, for damages arising out of or resulting from (i) delays beyond the control of the Town and the Contractor including but not limited to fires, floods, epidemics, abnormal weather conditions, earthquakes and acts of God or acts or neglect by utility owners or other contractors performing other work, or (ii) delays caused by the Town, its officials, officers, employees, agents, or volunteers, or delays caused by the Engineer or the Designer or Engineer, which delays are reasonable under the circumstances involved and/or are within the contemplation of the Town and the Contractor. An extension of the Time for Performance in an amount equal to the time loss due to such delay(s) will be the Contractor's sole and exclusive remedy for such delay(s).

5-1.06 No Damage for Contractor Caused Delay. Contractor shall not be entitled to additional compensation for extended field or home office overhead, field supervision, costs of capital, interest, escalation charges, acceleration costs or other impacts for any delays to the extent such delays are caused by the failure of the Contractor or any

subcontractor or other entity engaged in performance of the Work to perform the Work in accordance with the Contract Documents. Contractor may be eligible for additional compensation in excess of the Contract Price for delays caused by the Town and/or its privities.

5-1.07 No Damage for Other Delay. Contractor will not be entitled to damages for delay to the Work caused by the following, which the Town and Contractor agree will be deemed for purposes of California Public Contract Code Section 7102 either not caused by the Town, and/or within the contemplation of the Town and the Contractor, and/or reasonable under the circumstances:

a. Exercise of the Town's right to sequence the Work in a manner that would avoid disruption to the Town and other contractors based on: the failure of the Contractor or any subcontractor or other entity engaged in the performance of the Work to perform the Work in accordance with the Contract Documents, enforcement by the Town or any other governmental agency of competent jurisdiction of any government act or regulation, or enforcement by the Town of any provisions of the Agreement.

b. Requests for clarification or information concerning the Contract Documents or proposed change orders or modifications to the Contract Documents, including extensive and/or numerous such requests for clarification or information or proposed change orders or modifications, provided such clarifications or information or proposed change orders or modifications are processed by the Town or its representatives in a reasonable time in accordance with the Contract Documents.

5-1.08 Delays Caused by the Town and/or Its Privities. Either the Town or the Contractor may propose a change in the Time for Completion for delays that are purported to be caused by the Town and/or its privities and that are not reasonable under the circumstances involved and/or that are not within the contemplation of the Town and the Contractor. Such proposed changes in the Time for Completion will constitute change order proposals subject to Section 3. In accordance with Section 3, the Town and the Contractor may agree upon pricing for the cost impacts, if any, resulting from such delays. If such pricing is in anticipation of cost impacts that may, but have not yet occurred, the Town will be obligated to pay the Contractor for such anticipated impacts in accordance with the Agreement and any applicable, approved change orders only to the extent the Contractor actually incurs the anticipated cost impacts. Notwithstanding anything to the contrary in Section 3, the Town and the Contractor may agree to a daily rate or cap or lump sum that will apply to the cost impacts, if any, resulting from delay purportedly caused by the Town and/or its privities subject to this provision. However, if such daily rate or cap or lump sum is in anticipation of cost impacts that have not yet occurred, the Town will be obligated to pay such daily rate or cap or lump sum only to the extent the Contractor actually incurs such cost impacts.

5-1.09 Weather Delays. Extensions of the Time for Completion will not be allowed for weather conditions that are consistent with the historical rain days reflected in historical weather data of the National Oceanographic and Atmospheric Administration (NOAA) of

the U.S. Department of Commerce for the record station that is nearest or most applicable to the Work site. Extensions of the Time for Completion for delays due to adverse weather will be allowed only if the number of rain days exceeds those that can be anticipated based on the NOAA data and the Contractor can verify to the Town's reasonable satisfaction that such adverse weather caused actual delay in the timely completion of the Work. No extensions of the Time for Completion will be granted for rain days that exceed those that can be anticipated based on the NOAA data and that merely result in delays that do not or would not, themselves, result in failure to complete the Work by the Time for Completion.

5-1.10 Delay Claims. Whenever the Contractor claims a delay for which the Time for Completion may be extended, the Contractor must request an extension of time within five (5) days of the start of the delay. The request must be in writing and describe in detail the cause for the delay, and, if possible, the foreseeable extent of the delay.

5-1.11 Contractor Coordination of the Work.

a. The Town reserves the right to do other work in connection with or in the vicinity of the Project by contract or otherwise, and Contractor shall at all times conduct the Work so as to impose no hardship on the Town, others engaged in the Work or other contractors working at the Work site. The Contractor will adjust, correct and coordinate the Work with the work of others so that no delays result in the Work or other work at or near the Work site.

b. If any part of the Work depends for proper execution or results upon the work of the Town or any other contractor, the Contractor will, before proceeding with such Work, promptly report to the Town any apparent discrepancies or defects in such other Work. Failure of the Contractor to promptly report any apparent discrepancy or defect will be deemed an acceptance of the Town's or other contractor's Work as fit and proper.

c. The Contractor will anticipate the relations of the various trades to the progress of the Work and will ensure that required anchorage or blocking is furnished and set at proper times. Anchorage and blocking necessary for each trade shall be part of the Work except where stated otherwise.

d. The Contractor will provide proper facilities at all times for access of the Town, the Engineer, Designer, and other authorized Town representatives to conveniently examine and inspect the Work.

e. Should construction be under way by other forces or by other contractors within or adjacent to the limits of the Work specified or should work of any other nature be under way by other forces within or adjacent to those limits, the Contractor shall cooperate with all the other contractors or other forces to the end that any delay or hindrance to their work will be avoided. The right is reserved to perform other or additional work at or near the site (including material sources) at any time, by the use of other forces.

f. When 2 or more contractors are employed on related or adjacent work, or obtain materials from the same material source, each shall conduct their operations in such a manner as not to cause any unnecessary delay or hindrance to the other.

g. Each contractor shall be responsible to the other for all damage to Work, to persons or property caused to the other by their operations, and for loss caused the other due to unnecessary delays or failure to finish the work within the time specified for completion.

5-1.12 Differing Site Conditions.

a. During the progress of the Work, if subsurface or latent physical conditions are encountered at the site differing materially from those indicated in the Agreement or if unknown physical conditions of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the Work, are encountered at the site, the Contractor shall promptly notify the Town in writing of the specific differing conditions before they are disturbed and before the affected work is performed.

b. 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, an adjustment, excluding loss of anticipated profits, will be made and the Agreement modified in writing accordingly. The Engineer will notify the Contractor of the Engineer's determination whether or not an adjustment of the contract is warranted.

c. No Agreement adjustment that results in a benefit to the Contractor will be allowed unless the Contractor has provided the written notice required in this Section 5-1.10.

d. Any Agreement adjustment warranted due to differing site conditions will be made in accordance with the provisions in Section 3, "Changes in Work," except as otherwise provided.

5-1.13 Relief From Maintenance And Responsibility.

a. Upon the request of the Contractor, the Town may relieve the Contractor of the duty of maintaining and protecting certain portions of the Work as described below, which have been completed in all respects in accordance with the requirements of the Agreement and to the satisfaction of the Engineer, and thereafter except with the Contractor's consent, the Contractor will not be required to do further Work thereon. In addition, such action by the Town will relieve the Contractor of responsibility for injury or damage to those completed portions of the Work resulting from use by public traffic or from the action of the elements or from any other cause but not from injury or damage resulting from the Contractor's own operations or from the Contractor's negligence.

b. However, nothing in this Section 5-1.11 providing for relief from maintenance and responsibility will be construed as relieving the Contractor of full responsibility for making good any defective Work or materials found at any time before the formal written acceptance of the entire Agreement by the Town.

SECTION 6
CONTRACTOR RESPONSIBILITIES

6-1.01 Eligibility. By executing the Agreement, the Contractor certifies that the Contractor is not ineligible to perform work on public works projects pursuant to California Labor Code Sections 1777.1 or 1777.7. In accordance with California Public Contract Code Section 6109(a), contractors who are ineligible to perform work on public works projects pursuant to California Labor Code Sections 1777.1 or 1777.7 may neither bid on, be awarded or perform the Work. To the full extent permitted by law the Contractor shall hold harmless and indemnify the Town from and against any and all damages, costs, and liability arising from or as a consequence of any violation of Public Contract Code Section 6109.

6-1.02 Supervision of the Work. The Contractor will be solely responsible for the performance of the Work, including portions of the Work to be performed by subcontractors. The Contractor is charged with ensuring that all orders or instructions from the Town, Engineer or Designer are disseminated to and followed by all subcontractors engaged in performance of the Work. The Contractor will supervise the Work using the Contractor's best skill and attention. At any time during the progress of the Work, the Town, the Engineer, or the Designer may require the Contractor and/or subcontractors engaged in performance of the Work to attend a project meeting and the Contractor will attend, and ensure the attendance of any subcontractors whose attendance is required by the Town and/or advisable in light of the matters to be addressed at the meeting.

6-1.03 Contractor's Superintendent. The Contractor will keep on the Work, throughout its progress, a competent superintendent and any necessary assistants, all satisfactory to the Town. The Contractor shall designate in writing before starting Work the superintendent who shall have the authority to represent and act for the Contractor. The authorized representative shall be present at the site of the Work at all times While work is actually in progress. When Work is not in progress and during periods when Work is suspended, arrangements acceptable to the Engineer shall be made for any emergency Work that may be required. Whenever the Contractor or the Contractor's authorized representative is not present on any particular part of the Work where it may be desired to give direction, orders will be given by the Engineer, which shall be received and obeyed by the superintendent or foreman who may have charge of the particular Work in reference to which the orders are given. Any order given by the Engineer, not otherwise required by the specifications to be in writing, will on request of the Contractor, be given or confirmed by the Engineer in writing. The superintendent may not be changed without the consent of the Town. The superintendent will represent the Contractor and all directions given by the Town to the superintendent will bind the Contractor in accordance with the Agreement. Superintendent time included in Contractor's completed bid schedule and/or in approved change orders, if any, must be included in Contractor's approved overhead rate and may not be charged as a direct cost.

6-1.04 Competent Employees. The Contractor must at all times enforce strict discipline and good order among the Contractor's employees and may not employ on the Work any

unfit person or anyone not skilled in the Work assigned, or anyone incompetent or unfit for the duties of that person. When the Town determines that a Contractor employee does not satisfy the requirements of this provision, upon notice from the Town, the Contractor must ensure that employee performs no further Work and is no longer present at the Work site. Any such Contractor employee may not again be employed on the Work without Town approval. If any subcontractor or person employed by the Contractor shall appear to the Engineer to be incompetent or to act in a disorderly or improper manner, they shall be discharged immediately on the request of the Engineer, and that person shall not again be employed on the work.

6-1.05 Items Necessary for Proper Completion of the Work. Except as otherwise noted in the Contract Documents, the Contractor will provide and pay for all labor, materials, equipment, permits, fees, licenses, facilities and services necessary for the proper execution and timely completion of the Work in accordance with the Contract Documents.

6-1.06 Construction Reports. The Contractor must submit daily construction logs detailing the daily progress of the Work to the Engineer on a weekly basis.

6-1.07 Subcontracting.

a. By executing the Agreement, the Contractor certifies that no subcontractor included on the list of proposed subcontractors submitted with the Contractor's bid is ineligible to perform work on public works projects pursuant to California Labor Code Sections 1777.1 or 1777.7. In accordance with California Public Contract Code Section 6109(a), subcontractors who are ineligible to perform work on public works projects pursuant to California Labor Code Sections 1777.1 or 1777.7 may neither bid on, be awarded or perform as a subcontractor on the Work. In accordance with California Public Contract Code Section 6109(b), any contract on a public works project entered into between a contractor and a debarred subcontractor is void as a matter of law. The Contractor will ensure that no debarred subcontractor receives any public money for performing the Work, and any public money that may have been paid to a debarred subcontractor for the Work is returned to the Town. The Contractor will be responsible for payment of wages to workers of a debarred subcontractor who has been allowed to perform the Work.

b. The Agreement and the performance of the Work are subject to the requirements of the Subletting and Subcontracting Fair Practices Act codified at California Public Contract Code Section 4100 and following. If the Contractor fails to specify a subcontractor or specifies more than one subcontractor for the same portion of the Work in excess of one-half of 1 percent of the Contractor's total bid, the Contractor agrees that the Contractor is fully qualified to perform that portion of the Work with the Contractor's own forces, and that the Contractor will perform that portion of the Work with the Contractor's own forces. If after award of the Agreement the Contractor subcontracts, except as provided for in California Public Contract Code Sections 4107 or 4109, any such portion of the Work, the Contractor will be subject

to the penalties set forth in California Public Contract Code Sections 4110 and 4111, including cancellation of the Agreement, assessment of a penalty of up to 10 percent of the amount of the subcontract, and disciplinary action by the Contractors State License Board.

c. No contractual relationship exists between the Town and any subcontractor engaged in performance of the Work.

d. Incorporation of Contract Documents. The Contractor must incorporate the Contract Documents in each contract with a subcontractor engaged in the performance of the Work. The Contractor will be solely responsible for any delay or additional costs incurred as a result of its failure to provide adequate or accurate project information to a subcontractor that results in improper submittals and/or work, or time or other impacts is the sole responsibility of the Contractor. The Contractor will have all of the obligations and the Town will have all of the remedies that are specified in Section 9 concerning any subcontracted work. Subcontracts shall also contain certification by the subcontractor that the subcontractor is experienced in and qualified to do, and knowledgeable about, the subcontracted Work. Copies of subcontracts shall be available to the Engineer upon written request, and shall be provided to the Engineer at the time any litigation against the Town concerning the project is filed.

e. Coordination of Subcontract Work: The Contractor is responsible for scheduling the Work of subcontractors so as to avoid delay or injury to either Work or materials.

f. The Contractor shall give personal attention to the fulfillment of the contract and shall keep the work under the Contractor's control.

g. The Contractor shall perform, with the Contractor's own organization, contract work amounting to not less than 50 percent of the original total contract price, except that any designated "Specialty Items" may be performed by subcontract and the amount of any designated "Specialty Items" performed by subcontract may be deducted from the original total contract price before computing the amount of Work required to be performed by the Contractor with the Contractor's own organization. When items of work in the Engineer's Estimate are preceded by the letters (S) or (S-F), those items are designated as "Specialty Items." Where an entire item is subcontracted, the value of Work subcontracted will be based on the Agreement item bid price. When a portion of an item is subcontracted, the value of Work subcontracted will be based on the estimated percentage of the Agreement item bid price, determined from information submitted by the Contractor, subject to approval by the Engineer.

h. Before work is started on a subcontract, the Contractor shall file with the Engineer a written statement showing the work to be subcontracted, the names of the subcontractors and the description of each portion of the Work to be subcontracted.

i. Pursuant to the provisions of Section 6109 of the Public Contract Code, the Contractor shall not perform Work on a public works project with a subcontractor who is ineligible to perform Work on the public works project pursuant to Section 1777.1 or 1777.7 of the Labor Code.

j. When a portion of the Work which has been subcontracted by the Contractor is not being prosecuted in a manner satisfactory to the Town, the subcontractor shall be removed immediately on the request of the Town and shall not again be employed on the Work.

k. The roadside production of materials produced by other than the Contractor's forces shall be considered as subcontracted. Roadside production of materials shall be construed to be production of aggregates of all kinds with portable, semiportable or temporary crushing or screening, proportioning and mixing plants established or reopened for the purpose of supplying aggregate or material for a particular project or projects. The erection, establishment or reopening of the plants and the operation thereof in the production of materials for use on the Work shall conform to the requirements relating to labor set forth in these General Provisions and in the Special Provisions.

6-1.08 Insurance.

INSURANCE REQUIREMENTS FOR CONTRACTORS

BIDDERS' ATTENTION IS DIRECTED TO THE INSURANCE REQUIREMENTS BELOW. IT IS HIGHLY RECOMMENDED THAT BIDDERS CONFER WITH THEIR RESPECTIVE INSURANCE CARRIERS OR BROKERS TO DETERMINE IN ADVANCE OF BID SUBMISSION THE AVAILABILITY OF INSURANCE CERTIFICATES AND ENDORSEMENTS AS PRESCRIBED AND PROVIDED HEREIN. IF AN APPARENT LOW BIDDER FAILS TO COMPLY STRICTLY WITH THE INSURANCE REQUIREMENTS, THAT BIDDER MAY BE DISQUALIFIED FROM AWARD OF THE CONTRACT.

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the Contractor's bid.

A. MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

1. Insurance Services Office form number GL 0002 (Ed. 1/73) covering Commercial General Liability and Insurance Services Office form number GL 0404 covering

Broad Form Commercial General Liability; or Insurance Services Office Commercial General Liability coverage ("occurrence" form CG 0001).

2. Insurance Services Office form number CA 0001 (Ed. 1/78) covering Automobile Liability, code 1 "any auto" endorsement CA 0025.

3. Workers' Compensation insurance as required by the Labor Code of the State of California and Employers Liability insurance.

B. MINIMUM LIMITS OF INSURANCE

Contractor shall maintain limits no less than:

1. Commercial General Liability: $5,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

2. Automobile Liability: $1,000,000 combined single limit per accident for bodily injury and property damage.

3. Workers' Compensation and Employers Liability: Workers' compensation limits as required by the Labor Code of the State of California and Employers Liability limits of $1,000,000 per accident.

C. DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retentions must be declared to and approved by the Agency. At the option of the Agency, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Agency, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

D. OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain, the following provisions:

1. Commercial General Liability and Automobile Liability Coverages

   a. The Agency, its officers, officials, employees and volunteers are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of

the Contractor; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Agency, its officers, officials, employees or volunteers.

b. The Contractor's insurance coverage shall be primary insurance as respects the Agency, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the Agency, its officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Agency, its officers, officials, employees or volunteers.

d. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

e. Other endorsements providing coverage at least as broad as the ISO forms described in 'A above.

2. Workers' Compensation and Employers Liability Coverage

The insurer shall agree to waive all rights of subrogation against the Agency, its officers, officials, employees and volunteers for losses arising from work performed by the Contractor for the Agency.

3. All Coverages

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the Agency.

E. ACCEPTABILITY OF INSURERS

Insurance is to be placed with insurers with a Best's rating of no less than A:VII.

F. VERIFICATION OF COVERAGE

Contractor shall furnish the Agency with certificates of insurance and with original endorsements effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that

insurer to bind coverage on its behalf. The certificates and endorsements are to be on forms provided by the Agency. Where by statute, the Agency's workers' compensation-related forms cannot be used, equivalent forms approved by the Insurance Commissioner are to be substituted. All certificates and endorsements are to be received and approved by the Agency before work commences. The Agency reserves the right to require complete, certified copies of all required insurance policies, at any time.

G. SUBCONTRACTORS

Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

6-1.09 Indemnities.

a. The Contractor will take all responsibility for the Work, and will bear all losses and damages directly or indirectly resulting to the Contractor, any subcontractors engaged in performance of the Work, the Town, its officials, officers, employees, agents, volunteers and consultants, and to third parties on account of the performance or character of the Work, unforeseen difficulties, accidents, or occurrences of other causes predicated on active or passive negligence of the Contractor or of any subcontractor engaged in performance of the Work. To the fullest extent permitted by law the Contractor will indemnify, defend and hold harmless the Town, its officials, officers, employees, agents, volunteers and consultants from and against any or all loss, liability, expense, claims, costs (including costs of defense), suits, and damages of every kind, nature and description (including, but not limited to, penalties resulting from exposure to hazards in violation of the California Labor Code) directly or indirectly arising from the performance of the Work ("Claims").

b. The Contractor will indemnify, defend and hold harmless the Town, the Town's officials, officers, employees, volunteers, agents and the Engineer and Designer for all liability on account of any patent rights, copyrights, trade names or other intellectual property rights that may apply to the Contractor's performance of the Work. The Contractor will pay all royalties or other charges as a result of intellectual property rights that may apply to methods, types of construction, processes, materials, or equipment used in the performance of the Work, and will furnish written assurance satisfactory to the Town that any such charges have been paid.

c. The Contractor assumes all liability for any accident or accidents resulting to any person or property as a result of inadequate protective devices for the prevention of accidents in connection with the performance of the Work. The Contractor will indemnify, defend, and hold harmless the Town and its officials, officers, employees, agents, volunteers and consultants from such liability.

d. Approval of the Contractor's certificates of insurance and/or endorsements does not relieve the Contractor of liability under Sections 6-1.08 or 6-1.09. The Contractor will defend, with legal counsel reasonably acceptable to the Town, any action or actions filed in connection with any Claims and will pay all related costs and expenses, including attorney's fees incurred. The Contractor will promptly pay any judgment rendered against the Town, its officials, officers, employees, agents, volunteers or consultants for any Claims. In the event the Town, its officials, officers, employees, agents, volunteers or consultants is made a party to any action or proceeding filed or prosecuted against Contractor for any Claims, Contractor agrees to pay the Town, its officials, officers, employees, agents, volunteers and consultants any and all costs and expenses incurred in such action or proceeding, including but not limited to, reasonable attorneys' fees.

e. In accordance with California Civil Code Section 2782(a), nothing in the Agreement will be construed to indemnify the Town for its sole negligence, willful misconduct, or for defects in design furnished by Town. In accordance with California Civil Code Section 2782(b), nothing in the Agreement will be construed to impose on the Contractor or to relieve the Town from liability for the Town's active negligence. By execution of the Contract Documents the Contractor acknowledges and agrees that the Contractor has read and understands the insurance and indemnity requirements of the Contract Documents, which are material elements of consideration.

6-1.10 Licenses/Permits. The Contractor must, without additional expense to the Town, obtain all licenses, permits and other approvals required for the performance of the Work.

6-1.11 California Labor Code Requirements.

a. In accordance with California Labor Code Section 1810, eight (8) hours of labor in performance of the Work shall constitute a legal day's work under the Agreement.

b. In accordance with California Labor Code Section 1811, the time of service of any worker employed in performance of the Work is limited to eight hours during any one calendar day, and forty hours during any one calendar week, except in accordance with California Labor Code Section 1815, which provides that work in excess of eight hours during any one calendar day and forty hours during any one calendar week is permitted upon compensation for all hours worked in excess of eight hours during any one calendar day and forty hours during any one calendar week at not less than one-and-one-half times the basic rate of pay.

c. The Contractor and its subcontractors will forfeit as a penalty to the Town $25 for each worker employed in the performance of the Work for each calendar day during which the worker is required or permitted to work more than eight (8) hours in any one calendar day, or more than forty (40) hours in any one calendar week, in violation of the provisions of California Labor Code Section 1810 et seq.

d. In accordance with California Labor Code Section 1773.2, the Town has determined the general prevailing wages in the locality in which the Work is to be performed for each craft or type of work needed to be as published by the State of California Department of Industrial Relations, Division of Labor Statistics and Research, a copy of which is on file in the Public Works Department and shall be made available on request. The Contractor and subcontractors engaged in the performance of the Work shall pay no less than these rates to all persons engaged in performance of the Work.

e. In accordance with California Labor Code Section 1775, the Contractor and any subcontractors engaged in performance of the Work must comply with Labor Code Section 1775, which establishes a penalty of up to $50 per day for each worker engaged in the performance of the Work that the Contractor or any subcontractor pays less than the specified prevailing wage. The amount of such penalty shall be determined by the Labor Commissioner. The Contractor or subcontractor shall pay the difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate. If a subcontractor worker engaged in performance of the Work is not paid the general prevailing per diem wages by the subcontractor, the Contractor is not liable for any penalties therefore unless the Contractor had knowledge of that failure or unless the Contractor fails to comply with all of the following requirements:

1. The contract executed between the Contractor and the subcontractor for the performance of part of the Work must include a copy of the provisions of California Labor Code Sections 1771, 1775, 1776, 1777.5, 1813, and 1815.

2. The Contractor must monitor payment of the specified general prevailing rate of per diem wages by the subcontractor by periodic review of the subcontractor's certified payroll records.

3. Upon becoming aware of a subcontractor's failure to pay the specified prevailing rate of wages, the Contractor must diligently take corrective action to halt or rectify the failure, including, but not limited to, retaining sufficient funds due the subcontractor for performance of the Work.

4. Prior to making final payment to the subcontractor, the Contractor must obtain an affidavit signed under penalty of perjury from the subcontractor that the subcontractor has paid the specified general prevailing rate of per diem wages employees engaged in the performance of the Work and any amounts due pursuant to California Labor Code Section 1813.

5. In accordance with California Labor Code Section 1776, the Contractor and each subcontractor engaged in performance of the Work, must keep accurate payroll records showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee

employed in performance of the Work. Each payroll record must contain or be verified by a written declaration that it is made under penalty of perjury, stating that the information contained in the payroll record is true and correct and that the employer has complied with the requirements of Sections 1771, 1811, and 1815 for any work performed by the employer's employees on the public works project. The payroll records required pursuant to California Labor Code Section 1776 must be certified and must be available for inspection by the Town and its authorized representatives, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the Department of Industrial Relations and must otherwise be available for inspection in accordance with California Labor Code Section 1776.

f. In accordance with California Labor Code Section 1777.5, the Contractor, on behalf of the Contractor and any subcontractors engaged in performance of the Work, will be responsible for ensuring compliance with California Labor Code Section 1777.5 governing employment and payment of apprentices on public works contracts.

g. In case it becomes necessary for the Contractor or any subcontractor engaged in performance of the Work to employ on the Work any person in a trade or occupation (except executive, supervisory, administrative, clerical, or other non manual workers as such) for which no minimum wage rate has been determined by the Director of the Department of Industrial Relations, the Contractor must pay the minimum rate of wages specified therein for the classification which most nearly corresponds to Work to be performed by that person. The minimum rate thus furnished will be applicable as a minimum for such trade or occupation from the time of the initial employment of the person affected and during the continuance of such employment.

6-1.12 Laws and Ordinances. The Contractor and all subcontractors engaged in the performance of the Work must conform to the following specific rules and regulations as well as all other laws, ordinances, rules and regulations that apply to the Work. Nothing in the Technical Specifications or Project Plans is to be construed to permit Work not conforming to these codes:

- National Electrical Safety Code, U. S. Department of Commerce
- National Board of Fire Underwriters' Regulations
- California Building Standards Code as adopted by the Town
- Manual of Accident Prevention in Construction, latest edition, published by
- A.G.C. of America
- Industrial Accident Commission's Safety Orders, State of California
- Regulations of the State Fire Marshall (Title 19, California Code of Regulation) and Applicable Local Fire Safety Codes
- Labor Code of the State of California - Division 2, Part 7, Public Works and Public Agencies.

6-1.13 Guaranty. The Contractor guarantees all of the Work for one year from the date the Town accepts the Work. Upon receiving written notice of a need for repairs which are

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

6-1.14 Safety.

a. In accordance with generally accepted construction practices and applicable law, the Contractor will be solely and completely responsible for conditions of the Work site, including safety of all persons and property during performance of the Work. This requirement will apply continuously and not be limited to normal working hours. For purposes of California Labor Code Section 6400 and related provisions of law, the Contractor and the Contractor's privities and any other entities engaged in the performance of the Work will be "employers" responsible for furnishing employment and a place of employment that is safe and healthful for the employees, if any, of such entities engaged in the performance of the Work. Neither the Town nor its officials, officers, employees, agents, volunteers or consultants will be "employers" pursuant to California Labor Code Section 6400 and related provisions of law with respect to the Contractor, the Contractor's privities or other entities engaged in the performance of the Work.

b. Review and inspection by the Town, the Engineer, the Designer or Engineer, and/or other representatives of the Town of the Contractor's performance of the Work will not constitute review of the adequacy of the Contractor's safety measures in, on, or near the Work site. Such reviews and inspections do not relieve the Contractor of any of the Contractor's obligations under the Contract Documents and applicable law to ensure that the Work site is maintained and the Work is performed in a safe manner.

c. The Contractor will be solely responsible for the implementation and maintenance of safety programs to ensure that the Work site is maintained and the Work is performed in a safe manner in accordance with the Contract Documents and applicable law.

d. Within ten (10) working days following notice of award the Contractor must submit to the Town a copy of the Contractor's Safety Plan.

e. The Contractor must furnish and place proper guards and systems for the prevention of accidents, including, but not limited to, those systems required pursuant to Title 8, Section 1670 and following of the California Code of Regulations concerning safety

belts and nets. The Contractor must provide and maintain any other necessary systems or devices required to secure safety of life or property at the Work site in accordance with accepted standards of the industry and applicable law. The Contractor must maintain during all night hours sufficient lights to prevent accident or damage to life or property.

6-1.15 Load Limitations.

a. Unless expressly permitted in the Special Provisions, construction equipment or vehicles of any kind which, laden or unladen, exceed the maximum weight limitations set forth in Division 15 of the Vehicle Code, shall not be operated over completed or existing treated bases, surfacing, pavement or structures in any areas within the limits of the project.

b. After application of the curing seal, no traffic or Contractor's equipment will be permitted on cement treated base or lean concrete base for a period of 72 hours. After 72 hours, traffic and equipment operated on the base shall be limited to that used in paving operations and placing additional layers of cement treated base. No traffic or Contractor's equipment will be permitted on treated permeable base except for that equipment required to place the permeable base and the subsequent layer of pavement. Trucks used to haul treated base, portland cement concrete, or asphalt concrete shall enter onto the base to dump at the nearest practical entry point ahead of spreading equipment. Empty haul trucks shall exit from the base at the nearest practical exit point. Entry and exit points shall not be more than 1,000 feet ahead of spreading equipment except in locations where specifications prohibit operation of trucks outside the area occupied by the base or where steep slopes or other conditions preclude safe operation of hauling equipment. In those locations, entry and exit points shall be established at the nearest point ahead of spreading equipment permitted by specifications and allowing safe operation of hauling equipment. Damage to curing seal or base shall be repaired promptly by the Contractor, at the Contractor's expense, as directed by the Engineer.

c. Within the limits of the project and subject to the control of the Engineer, and provided that the Contractor, at the Contractor's expense, shall provide such protective measures as are deemed necessary by the Engineer and shall repair any damage caused by the operations, the Contractor will be permitted to:

1. Make transverse crossings of those portions of an existing public road or street that are within the highway right of way, with construction equipment that exceeds the size or weight limitations set forth in Division 15 of the Vehicle Code.

2. Make transverse crossings of treated bases, surfacing or pavement which are under construction or which have been completed, with construction equipment which exceeds the size or weight limitations set forth in Division 15 of the Vehicle Code.

3. Cross bridge structures that are not open to public traffic and that are designed for HS20-44 Live Loading (culverts and pipes excluded), with construction equipment which exceeds the size or weight limitations set forth in Division 15 of the Vehicle Code, but not exceeding the load limitations hereinafter specified, provided that the Contractor furnishes to the Engineer the dimensions and maximum axle loadings of equipment proposed for use on bridge structures:

   A. The maximum loading on bridge structures due to pneumatic-tired truck and trailer combinations shall not exceed (1) 28,000 pounds for single axles, (2) 48,000 pounds for tandem axles, nor (3) 60,000 pounds total gross load for single vehicles or 110,000 pounds total gross load for truck and trailer or semi-trailer combinations.

   B. The loading on bridge structures due to 2 and 3 axle pneumatic-tired earthmovers shall not exceed that shown in the following table.

   Allowable Construction Loading On Bridges For 2 and 3 Axle Earthmovers

Spacing of Bridge Girders (center to center in feet)	Maximum Axle Loading (in pounds)
4	28,000
5	29,000
6	30,000
7	32,000
8	34,000
9	37,000
10 and over	40,000

   Minimum axle spacing:
   For 3-axle earthmovers
   Axles 1 to 2 = 8 feet
   Axles 2 to 3 = 20 feet

   For 2-axle earthmovers
   Axles 1 to 2 = 20 feet

4. Move equipment within the limits of the project over completed or existing base, surfacing, pavement and structures, whether or not open to the public.

d. Within the limits of the project and subject to the condition that the Contractor shall repair, at the Contractor's expense, any damage caused thereby, the Contractor will be permitted to cross culverts and pipes with construction equipment that exceeds the size or weight limitations set forth in Division 15 of the Vehicle Code in accordance with the conditions set forth on the Project Plans.

e. Should the Contractor desire to increase the load carrying capacity of a structure or structures which are to be constructed as a part of the Agreement, in order to facilitate

the Contractor's own operations, the Contractor may request the Engineer to consider redesigning the structure or structures. Proposals by the Contractor to increase the load carrying capacity of structures above 130,000 pounds per single axle or pair of axles less than 8 feet apart, or above 330,000 pounds total gross vehicle weight, will not be approved. The request shall include a description of the structure or structures involved and a detailed description of the overloads to be carried, the date the revised plans would be required, and a statement that the Contractor agrees to pay all costs involved in the strengthening of the structure or structures, including the cost of revised plans, and further that the Contractor agrees that no extension of time will be allowed by reason of any delay to the work which may be due to the alteration of the structure or structures. If the Engineer determines that strengthening the structure or structures will be permitted, the Engineer will inform the Contractor of the estimated cost of the alterations, including engineering, and the date that revised plans could be furnished. If the cost and date are satisfactory to the Contractor, the Engineer will prepare a change order providing for the agreed upon alterations.

6-1.16 Public Convenience.

a. The Contractor shall so conduct operations as to offer the least possible obstruction and inconvenience to the public and shall have under construction no greater length or amount of Work than can be prosecuted properly with due regard to the rights of the public.

b. Unless otherwise provided in the Special Provisions, all public traffic shall be permitted to pass through the Work with as little inconvenience and delay as possible. Where possible, public traffic shall be routed on new or existing paved surfaces.

c. Spillage resulting from hauling operations along or across any public traveled way shall be removed immediately by the Contractor at the Contractor's expense.

d. Existing traffic signals and highway lighting shall be kept in operation for the benefit of the traveling public during progress of the Work, and other forces will continue routine maintenance of existing systems.

e. Construction operations shall be conducted in such a manner as to cause as little inconvenience as possible to abutting property owners.

f. Convenient access to driveways, houses, and buildings along the line of the Work shall be maintained and temporary approaches to crossings or intersecting highways shall be provided and kept in good condition. When the abutting property owner's access across the right of way line is to be eliminated, or to be replaced under the contract by other access facilities, the existing access shall not be closed until the replacement access facilities are usable.

g. The Contractor may be required to cover certain signs which regulate or direct public traffic to roadways that are not open to traffic. The Engineer will determine which signs shall be covered.

h. Roadway excavation and the construction of embankments shall be conducted in such a manner as to provide a reasonably smooth and even surface satisfactory for use by public traffic at all times; sufficient fill at culverts and bridges to permit traffic to cross shall be placed in advance of other grading operations; and if ordered by the Engineer roadway cuts shall be excavated in lifts and embankments constructed part width at a time, construction being alternated from one side to the other and traffic routed over the side opposite the one under construction. Culvert installation or culvert construction shall be conducted on but one-half the width of the traveled way at a time, and that portion of the traveled way being used by public traffic shall be kept open and unobstructed until the opposite side of the traveled way is ready for use by traffic.

i. Upon completion of rough grading at the grading plane, or placing any subsequent layer thereon, the surface of the roadbed shall be brought to a smooth, even condition free of humps and depressions, satisfactory for the use of public traffic.

j. After the surface of the roadbed has been brought to a smooth and even condition for the passage of public traffic as above provided, any work ordered by the Engineer for the accommodation of public traffic prior to commencing subgrade operations will be paid for as extra work as provided in Section 3. After subgrade preparation for a specified layer of material has been completed, the Contractor shall, at the Contractor's expense, repair any damage to the roadbed or completed subgrade, including damage caused by the Contractor's operations or use by public traffic.

k. While subgrade and paving operations are underway, public traffic shall be permitted to use the shoulders and, if half-width paving methods are used, shall also be permitted to use the side of the roadbed opposite the one under construction. When sufficient width is available, a passageway wide enough to accommodate at least 2 lanes of traffic shall be kept open at locations where subgrade and paving operations are in active progress.

l. When ordered by the Engineer, the Contractor shall furnish a pilot car and driver and flaggers for the purpose of expediting the passage of public traffic through the Work under one-way controls. At locations where traffic is being routed through construction under one-way controls and when ordered by the Engineer, the movement of the Contractor's equipment from one portion of the Work to another shall be governed in accordance with the one-way controls.

m. Water or dust palliative shall be applied if ordered by the Engineer for the alleviation or prevention of dust nuisance.

n. In order to expedite the passage of public traffic through or around the work and where ordered by the Engineer, the Contractor shall install signs, lights, flares, temporary railing (Type K), barricades and other facilities for the sole convenience and direction of public traffic. Also where directed by the Engineer, the Contractor shall furnish competent flaggers whose sole duties shall consist of directing the movement of public traffic through or around the Work. The cost of furnishing and installing the signs, lights, flares, temporary railing (Type K), barricades, and other facilities, not to be paid for as separate contract items, will be paid for as provided in Section 3.

o. The Contractor will be required to pay the cost of replacing or repairing all facilities installed for the convenience or direction or warning of public traffic that are lost while in the Contractor's custody, or are damaged by reason of the Contractor's operations to such an extent as to require replacement or repair, and deductions from any moneys due or to become due the Contractor will be made to cover the cost.

p. Whenever a section of surfacing, pavement or the deck of a structure has been completed, the Contractor shall open it to use by public traffic if the Engineer so orders or may open it to use by public traffic if the Engineer so consents. In either case the Contractor will not be allowed any compensation due to any delay, hindrance or inconvenience to the Contractor's operations caused by public traffic, but will thereupon be relieved of responsibility for damage to completed permanent facilities caused by public traffic, within the limits of that use. The Contractor will not be relieved of any other responsibility under the contract nor will the Contractor be relieved of cleanup and finishing operations.

q. Except as otherwise provided in this Section 6.1-16 or in the Special Provisions, full compensation for conforming to the provisions in this Section 6.1-16 shall be considered as included in the prices paid for the various contract items of work and no additional compensation will be allowed therefor.

6-1.17 Public Safety.

a. It is the Contractor's responsibility to provide for the safety of traffic and the public during construction.

b. Whenever the Contractor's operations create a condition hazardous to traffic or to the public, the Contractor shall, at the Contractor's expense and without cost to the Town, furnish, erect and maintain those fences, temporary railing (Type K), barricades, lights, signs and other devices and take such other protective measures that are necessary to prevent accidents or damage or injury to the public.

c. Fences, temporary railing (Type K), barricades, lights, signs, and other devices furnished, erected and maintained by the Contractor, at the Contractor's expense, are

in addition to any construction area traffic control devices for which payment is provided for elsewhere in the Agreement.

d. The Contractor shall also furnish such flaggers as are necessary to give adequate warning to traffic or to the public of any dangerous conditions to be encountered.

e. Signs, lights, flags, and other warning and safety devices and their use shall conform to the requirements set forth in Part 6 of the MUTCD and of the MUTCD California Supplement. Signs or other protective devices furnished and erected by the Contractor, at the Contractor's expense, as above provided, shall not obscure the visibility of, nor conflict in intent, meaning and function of either existing signs, lights and traffic control devices or any construction area signs and traffic control devices for which furnishing of, or payment for, is provided elsewhere in the Agreement. Signs furnished and erected by the Contractor, at the Contractor's expense, shall be approved by the Engineer as to size, wording and location.

f. The installation of general roadway illumination shall not relieve the Contractor of the responsibility for furnishing and maintaining any of the protective facilities herein before specified.

g. Construction equipment shall enter and leave the highway via existing ramps and crossovers and shall move in the direction of public traffic. All movements of workmen and construction equipment on or across lanes open to public traffic shall be performed in a manner that will not endanger public traffic.

h. When leaving a Work area and entering a roadway carrying public traffic, the Contractor's equipment, whether empty or loaded, shall in all cases yield to public traffic.

i. Lanes, ramps and shoulders shall be closed in accordance with the details shown on the plans, and as provided in the Special Provisions.

j. The Contractor shall notify the Engineer not less than 18 days and not more than 90 days prior to the anticipated start of an operation that will change the vertical or horizontal clearance available to public traffic (including shoulders).

k. No material or equipment shall be stored where it will interfere with the free and safe passage of public traffic, and at the end of each day's Work and at other times when construction operations are suspended for any reason, the Contractor shall remove all equipment and other obstructions from that portion of the roadway open for use by public traffic.

l. Temporary facilities which the Contractor uses to perform the Work shall not be installed or placed where they will interfere with the free and safe passage of public traffic.

m. Temporary facilities which could be a hazard to public safety if improperly designed shall comply with design requirements specified in the Agreement for those facilities or, if none are specified, with standard design criteria or codes appropriate for the facility involved. Working drawings and design calculations for the temporary facilities shall be prepared and signed by an engineer who is registered as a Civil Engineer in the State of California and shall be submitted to the Engineer for approval. The submittals shall designate thereon the standard design criteria or codes used. Installation of the temporary facilities shall not start until the Engineer has reviewed and approved the drawings.

n. Should the Contractor appear to be neglectful or negligent in furnishing warning devices and taking protective measures as above provided, the Engineer may direct attention to the existence of a hazard and the necessary warning devices shall be furnished and installed and protective measures taken by the Contractor at the Contractor's expense. Should the Engineer point out the inadequacy of warning devices and protective measures, that action on the part of the Engineer shall not relieve the Contractor from responsibility for public safety or abrogate the obligation to furnish and pay for these devices and measures.

o. Provision for the payment for signs, lights, flares, temporary railing (Type K), barricades, and other facilities as provided in Section 6-1.16, "Public Convenience," or by contract item, shall in nowise relieve the Contractor from the responsibility as provided in this Section 6-1.17.

p. Except as otherwise provided in this Section 6-1.17 or in the special provisions, full compensation for conforming to all of the provisions in this Section 6-1.17 shall be considered as included in the prices paid for the various contract items of Work and no additional compensation will be allowed therefor.

6-1.18 Alternate Pedestrian Circulation Paths

General

An alternate circulation path shall be provided whenever the existing *pedestrian access route* in the *public right-of-way* is blocked by construction, alteration, maintenance, or other temporary conditions. The alternate circulation path shall comply with Section 6-1.18.

The Contractor is directed to Chapter 6D, Pedestrian and Worker Safety, in the CAMUTCD, the improvement plans, and these Special Provisions. The Contractor shall submit in writing a complete pedestrian traffic control plan (1"=100' scale min. drawing) to the Engineer within ten (10) working days after award of contract.

Pedestrians shall be provided with a safe, convenient and accessible path that, at a minimum, replicates the most desirable characteristics of the existing sidewalk, path or

footpath. At no point along the road shall the sidewalks on both sides of the road be closed at the same time.

The Contractor shall construct and maintain temporary pedestrian pathways through the work zone, where required, that shall be in compliance with the requirements of the Americans with Disabilities Act (ADA) and the CAMUTCD. If wood is used in any pedestrian pathway, for ramps or elevated walkway, a non-slip surface shall be provided. The proposed non-slip surface shall be submitted with the pedestrian traffic control plan.

Pedestrian routes shall not be impacted for the purposes of any non-construction activities such as parking of vehicles or equipment, or stock piling of materials.

Pedestrians shall not be led into conflicts with work site vehicles, equipment or operations.

Location

Where possible, the alternate circulation path shall parallel the disrupted pedestrian access route, on the same side of the street.

Alternate Circulation Path Protection

The alternate circulation path shall have no protrusions up to a height of eighty inches, including scaffolding and scaffolding braces. Where the alternate circulation path is adjacent to potentially hazardous conditions, the path shall be protected with a barricade consistent with Section 6-1.18.

Barricades

General

Construction sites in or adjacent to the *pedestrian access route* shall be protected with a barricade in accordance with Section 6-1.18.

Barricade Locations

Barricades shall be installed in the following locations:

1. Between the pedestrian access route and any adjacent construction site,
2. Between the alternate circulation path and any adjacent construction site,
3. Between the alternate circulation path and the vehicular way, if the alternate circulation path is diverted into the street,
4. Between the alternate circulation path and any protruding objects, drop-offs, or other hazards to pedestrians, and

5. At the down *curb ramp* of an intersection, if the opposite up curb ramp is temporarily and completely blocked, and no adjacent alternative circulation path is provided.

Exception

Barricades are not required where the construction site or alternate circulation path is enclosed with a solid, cane-detectable fence or wall. Where protection is provided using a solid fence or wall, a painted or applied horizontal 6-inch (150mm) minimum stripe in 70 percent contrast shall be provided at between 42 inches (1065mm) and 60 inches (1525mm) above the adjacent grade.

Barricade Specifications

The construction barricade at the alternate circulation path shall be continuous, stable and non-flexible. It shall have a solid toe rail with its top edge at 6 inches (150mm) minimum in height and its bottom edge no higher than 1-1/2 inches (38mm) above the adjacent surface. It shall have a continuous railing mounted at a top height of 36 to 42 inches (915-1065mm)with diagonal stripes having at least 70 percent contrast. The top rail shall be parallel to the toe rail and be situated to allow pedestrians to use the rail as a guide for their hand(s) for wayfinding purposes. No barricade support member shall protrude more than 4 inches beyond the toe rail into the alternate circulation path. See Figure A, "Curb Ramp Barricade".

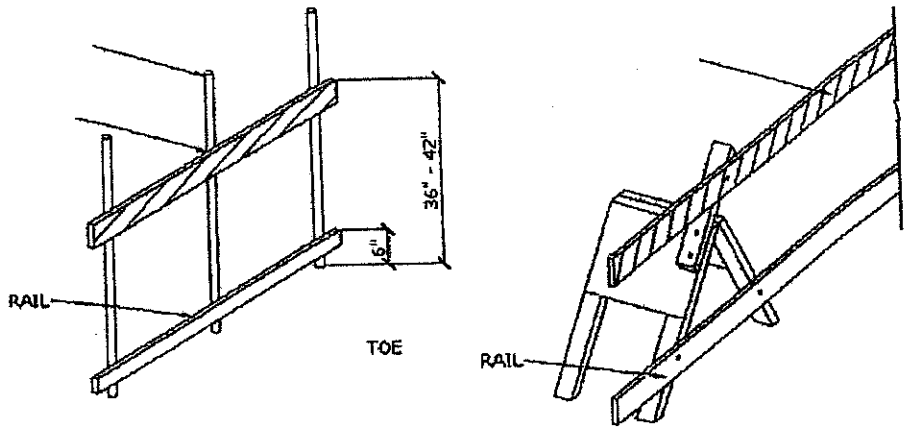
Warnings and Signage

General

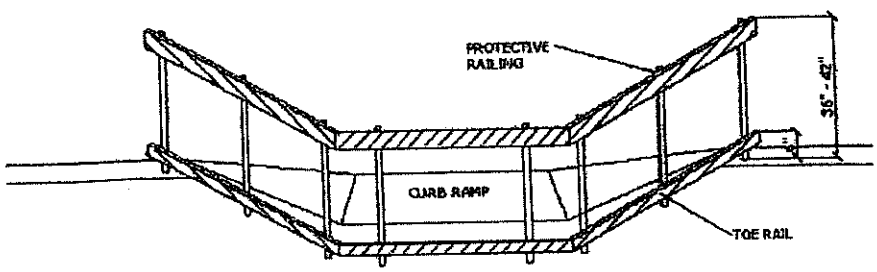
When an alternate circulation path or a barricade is created in the *public right-of-way,* a warning shall be provided and comply with Section 6-1.18.

Warning Locations

Warning shall be located at both the near side and the far side of the intersection preceding a temporarily completely blocked pedestrian way. Warnings shall include visual warning devices and audible warning devices for the visually impaired. Signage located at the intersection preceding the blocked way shall, at a minimum, conform to the requirements of Cal/OSHA.



Isometric view shows toe and protective rails at required heights.



Isometric view shows a continuous toe rail and protective railing blocking the leading end and sides of a curb ramp.

Figure A: Curb Ramp Barricade

Measurement and Payment

Full compensation for conforming to the requirements of Alternate Pedestrian Circulation Path shall be considered as included in the lump sum paid for Traffic Control and no separate payment may be made therefor.

6-1.19 Preservation of Property.

a. Roadside trees, shrubs and other plants that are not to be removed, and pole lines, fences, signs, markers and monuments, buildings and structures, conduits, pipelines under or above ground, sewer and water lines, all highway facilities and any other improvements or facilities within or adjacent to the highway shall be protected from injury or damage, and if ordered by the Engineer, the Contractor shall provide and install suitable safeguards, approved by the Engineer, to protect the objects from injury or damage. If the objects are injured or damaged by reason of the Contractor's operations, the objects shall be replaced or restored at the Contractor's expense. The facilities shall be replaced or restored to a condition as good as when the Contractor entered upon the Work, or as good as required by the Agreement, if any of the objects are a part of the Work. The Engineer may make or cause to be made those temporary repairs that are necessary to restore to service any damaged highway facility. The cost of the repairs shall be borne by the Contractor and may be deducted from any moneys due or to become due to the Contractor under the contract.

b. The fact that any underground facility is not shown upon the Project Plans shall not relieve the Contractor of the responsibility under Section 4-1.05, "Utility and Non-Highway Facilities." It shall be the Contractor's responsibility, pursuant thereto, to ascertain the location of those underground improvements or facilities which may be subject to damage by reason of the Contractor's operations.

c. Full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the Work involved in protecting or repairing property as specified in this Section 6-1.18, shall be considered as included in the prices paid for the various contract items of Work and no additional compensation will be allowed therefor.

6-1.20 Sound Control Requirements. The Contractor shall comply with all local sound control and noise level rules, regulations and ordinances which apply to any Work performed pursuant to the Agreement. Each internal combustion engine, used for any purpose on the job or related to the job, shall be equipped with a muffler of a type recommended by the manufacturer. No internal combustion engine shall be operated on the project without the muffler.

6-1.21 Disposal Of Material Outside The Right Of Way.

a. If the Contractor elects to dispose of materials at locations other than those where arrangements have been made by the Town, or, if material is to be disposed of and the Town has not made arrangements for disposal of the material, the Contractor shall make arrangements for disposing of the materials outside the highway right of way and shall pay all costs involved. Arrangements shall include, but not be limited to, entering into agreements with property owners and obtaining necessary permits, licenses and environmental clearances. Before disposing of any material outside the highway right of way, the Contractor shall furnish to the Engineer satisfactory evidence that the Contractor has entered into agreements with the property owners of the site involved and has obtained the permits, licenses and clearances.

b. When any material is to be disposed of outside the highway right of way, and the Town has not made arrangements for disposal of the material, the Contractor shall first obtain written authorization from the property owner on whose property the disposal is to be made and the Contractor shall file with the Engineer the authorization or a certified copy thereof together with a written release from the property owner absolving the Town from any and all responsibility in connection with the disposal of material on the property. Before any material is disposed of on the property, the Contractor shall obtain written permission from the Engineer to dispose of the material at the location designated in the authorization. When material is disposed of as above provided and the disposal location is visible from a highway, the Contractor shall dispose of the material in a neat and uniform manner to the satisfaction of the Engineer.

c. Where the Town has made arrangements with owners of land in the vicinity of a project for the disposal of materials on an owner's property, the arrangements are made solely for the purpose of providing all bidders an equal opportunity to dispose of the materials on the property. Bidders or Contractors may, upon written request, inspect the documents evidencing the arrangements between property owners and the Town. The Contractor may, if the Contractor so elects, exercise any rights that have been obtained, which may be exercised by a Contractor under the arrangements, subject to and upon the conditions hereinafter set forth.

d. Such arrangements are not a part of the Agreement and it is expressly understood and agreed that the Town assumes no responsibility to the Contractor whatsoever in respect to the arrangements made with the property owner to dispose of materials thereon and that the Contractor shall assume all risks in connection with the use of the property, the terms upon which the use shall be made, and there is no warranty or guaranty, either express or implied, as to the quantity or types of materials that can be disposed of on the property.

e. In those instances in which the Town has compiled "Materials Information" as referred to in Section 3, "Examination of Plans, Specifications, Contract, and Site of Work," of Instructions to Bidders, the compilation will include the documents setting forth the arrangement made with some of the property owners for the disposal of material on those owners' properties. The inclusion of the documents therein shall not in any respect operate as a waiver of any of the provisions in this Section 6-1.20 concerning the documents.

f. The Contractor is cautioned to make such independent investigation and examination as the Contractor deems necessary to be satisfied as to the quantity and types of materials which may be disposed of on the properly and the rights, duties and obligations acquired or undertaken under the arrangement with the property owner.

g. Notwithstanding that the Contractor may elect to dispose of materials on any such property owner's property, no material may be disposed of on that property unless the Contractor has first either:

1. Executed a document that will guarantee to hold the owner harmless from all claims for injury to persons or damage to property resulting from the Contractor's operations on the property owner's premises and also agree to conform to all other provisions set forth in the arrangement made between the Town and the property owner. The document will be prepared by the Engineer for execution by the Contractor, or

2. Entered into an agreement with the owner of the disposal site on any terms mutually agreeable to the owner and the Contractor; provided that the Contractor shall furnish to the Engineer a release, in a form satisfactory to the Engineer, executed by the owner, relieving the Town of any and all obligations under the Town's arrangement with the owner.

h. If the Contractor elects to dispose of material under (1), the use of the site shall be subject to the terms, conditions and limitations of the arrangement made between the property owner and the Town and the Contractor shall pay those charges that are provided for in the arrangement made by the Town with the property owner, and deductions will be made from any moneys due or that may become due the Contractor under the contract sufficient to cover the charges for the material disposed of.

i. If the Contractor elects to dispose of material under (2), the Contractor shall pay those charges that are provided for in the agreement between the owner and the Contractor and deductions will not be made from any moneys due or that may become due the Contractor under the contract to cover the charges.

j. The Engineer may require the Contractor to submit written evidence that the owner of the disposal site is satisfied that the Contractor has satisfactorily complied with the provisions of either - (1), the arrangement between the Department and the owner, or (2), the agreement between the owner and the Contractor, as the case may be.

k. Full compensation for all costs involved in disposing of materials as specified in this Section 6-1.20, including all costs of hauling, shall be considered as included in the price paid for the contract item of work involving the materials and no additional compensation will be allowed therefor.

6.1-22 Assignment of Unfair Business Practice Claims. In accordance with California Public Contract Code Section 7103.5, the Contractor and any subcontractors offer and agree to assign to the Town all rights, title, and interest in and to all causes of action the Contractor or any subcontractors may have under Section 4 of the Clayton Act (15 U.S.C. § 15) or under the Cartwright Act (Chapter 2 (commencing with § 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services or materials pursuant to this contract. This assignment shall be made and become effective at the time the Town tenders final payment to the Contractor, without further acknowledgement by the parties.

6-1.23 Notice of Potential Claim

a. If for any reason the Contractor deems that additional compensation is due for Work or materials not clearly provided for in the Agreement, Project Plans or Technical Specifications or previously authorized extra work, a Notice of Potential Claim shall be made. The Contractor shall give the Engineer a written Notice of Potential Claim concerning such additional compensation before Work begins on the items on which the claim is based. The notice shall set forth the reasons for which the Contractor believes additional compensation will or may be due and the nature of the costs involved. Any Notice of Potential Claim submitted to the Town by the Contractor shall have attached the following certification executed by an officer of the Contractor:

   I, _____, being the _____ of _____ (Contractor), declare under penalty of perjury under the laws of the State of California, and do personally certify and attest that: I have thoroughly reviewed the attached claim and know its contents, and said claim is made in good faith; that it is supported by truthful and accurate data; that the amount requested accurately reflects the contract adjustment for which the Contractor believes the Town is liable; and further, that I am familiar with California Penal Code section 72 and California Government Code section 12650, et seq., pertaining to false claims, and further know and understand that submission or certification of a false claim may lead to fines, imprisonment, or other severe legal consequences.

b. The Contractor shall afford the Engineer every opportunity and facility for keeping records of actual cost of the work. The Contractor shall keep records of the disputed work in accordance with Section 3-1.17, Change Order Pricing.

c. If such notification is not given or the Engineer is not afforded proper opportunity by the Contractor for keeping strict account of actual cost as required, then the Contractor hereby agrees to waive any claim for such additional compensation. Such notice by the Contractor and the fact that the Engineer has kept account of the cost of the Work shall not in any way be construed as proving or substantiating the validity of the claim. When the Work on the which the claim for additional compensation is based has been completed, the Contractor shall <u>within 10 calendar days</u> of completion submit the Contractor's written claim to the Engineer, who will present it to the Town for consideration in accordance with the Agreement, including, but not limited to Section 11-1.03 of the General Provisions and applicable law.

d. Any claim for overhead type expense or costs, in addition to being certified as stated above, shall be supported by an audit report of an independent Certified Public Accountant. Any claim for overhead shall also be subject to audit by the Town at its discretion.

e. Any costs or expenses incurred by the Town in reviewing or auditing any claims that are not supported by the Contractor's cost accounting or other records shall be deemed to be damages incurred by the Town within the meaning of the California False Claims Act.

SECTION 7
MEASUREMENT AND PAYMENT

7-1.01 F.O.B. All shipments must be F.O.B. destination to the Work site and/or other sites indicated in the Contract Documents. The Contract Price is all-inclusive (including sales tax). There shall be no additional compensation paid for containers, packing, unpacking, drayage or insurance. The Contract Prices includes full compensation for all taxes which the Contractor is required to pay, whether imposed by Federal, State or local government, including, without being limited to, Federal excise tax. No tax exemption certificate nor any document designed to exempt the Contractor from payment of any tax will be furnished to the Contractor by the Town, as to any tax on labor, services, materials, transportation, or any other items furnished pursuant to this Agreement.

7-1.02 Payment.

a. On or about the first day of each calendar month the Contractor will submit to the Engineer a verified application for payment and schedule of values supported by a statement showing all materials actually installed during the preceding month and the cost of labor actually expended in the performance of the Work. Unless otherwise provided in the Contract Documents, no allowances or payments will be made for material or equipment not placed at the Work site. Each invoice shall contain the following certification executed by a duly authorized officer of the Contractor:

   I, _____, being the _____ of _____ (Contractor), declare under penalty of perjury under the laws of the State of California, and do personally certify and attest that: I have thoroughly reviewed the attached application for payment and know its contents, and said application is made in good faith; that it is supported by truthful and accurate data; that the amount requested accurately reflects the costs incurred during the period covered by this application; and further, that I am familiar with California Penal Code section 72 and California Government Code section 12650, et seq., pertaining to false claims, and further know and understand that submission or certification of a false claim may lead to fines, imprisonment, or other severe legal consequences.

b. To be eligible for payment, the Contractor's applications for payment must include certified payroll reports prepared in accordance with California Labor Code Section 1776 and the Agreement for each employee of the Contractor and any subcontractors engaged in the performance of the Work during the preceding months. Applications for payment will not be processed without certified payroll reports.

c. In accordance with California Public Contract Code Section 20104.50, the Town will review applications for payment as soon as practicable after receipt. Any application or part of an application that is determined to be improper will be returned to the Contractor as soon as practicable, but no later than seven days after receipt by the Town, along with a written description of the reasons why the application is improper. The Contractor's

failure to submit a schedule in the time specified in Section 3-1.10 or its submission of a schedule to which the Town has taken any uncorrected exception, shall serve as a basis for returning an application for payment in its entirety.

d. Unless the Contractor has elected to post securities in lieu of retention in accordance with California Public Contract Code Section 22300 and the Agreement, and the Contractor and the Town have executed an escrow agreement in accordance with Public Contract Code Section 22300 and the Agreement, the Town will make progress payments to the Contractor in accordance with applicable law in the amount of ninety (90) percent of the value of the labor actually performed and the material incorporated in the Work as specified in Contractor's verified application for payment upon approval by the Town's authorized representative(s). Payment of progress payments will not be construed as acceptance of the Work performed. If the Contractor has elected to post securities in lieu of retention in accordance with Public Contract Code Section 22300 and the Agreement and the Contractor and the Town have executed an escrow agreement in accordance with Public Contract Code Section 22300 and the Agreement, the Town will make payments to the Contractor or the Contractor's escrow agent in accordance with such escrow agreement.

e. The Town will pay the Contractor's final invoice in accordance with applicable law and this Section 7 following acceptance of the Work provided that:

    1. The Contractor has furnished evidence satisfactory to the Town that all claims for labor and material have been paid, or the time for filing valid stop notices has passed and no stop notices have been filed, or all stop notices filed have been released by valid release or release bond acceptable to the Town.

    2. No claim has been presented to the Town by any person based upon any acts or omissions of the Contractor or any subcontractor engaged in the performance of the Work.

    3. No other claim or dispute exists under the Agreement or applicable law concerning payment of the Contractor's final invoice and/or release of the Agreement retention.

    4. The Contractor has filed with the Town the Maintenance Bond provided in the Contract Documents with duly notarized signatures of an authorized representative of the Contractor and an attorney-in-fact of an admitted surety insurer acceptable to the Town and such Maintenance Bond binds the Contractor as Principal and the Surety in accordance with its terms in the amount of 10% of the final Contract Price.

f. In accordance with California Public Contract Code Section 20104.50, if the Town fails to make a progress payment within thirty (30) days of receipt of an undisputed, properly submitted application for payment, the Town will pay the Contractor interest equivalent to the legal rate set forth in subdivision (a) of California Code of Civil Procedure Section 685.010. The number of days available to the Town to make a payment without

incurring an interest obligation pursuant to this provision and California Public Contract Code Section 20104.50 will be reduced by the number of days, if any, by which the Town has delayed return of an application for payment beyond the seven day return requirement set forth in Section 7-1.02.

7-1.03 Non-Allowable Direct Charges. The following costs are not allowable direct charges under the Agreement. The following costs may only be paid under the Agreement, if at all, as part of any allowance for Contractor overhead and/or profit established under the Agreement.

a. Labor costs in excess of applicable prevailing wages pursuant to the Agreement and applicable law, liability and workers compensation insurance, social security, retirement and unemployment insurance and other employee compensation and benefits pursuant to bona fide compensation plans in effect at the time specified for the opening of Project bids for Contractor and subcontractor employees engaged in the performance of the Work. However, in no event will allowable direct labor charges under the agreement include employee bonuses, employee vehicles or vehicle allowances, employee telephones or telephone allowances, or employee housing or housing allowances, whether or not such benefits are part of a bona fide compensation plan in effect at the time specified for the opening of Project bids.

b. Superintendent labor and clerical labor.

c. Bond premiums.

d. Insurance in excess of that required under Section 6-1.08.

e. Utility costs.

f. Work Site office expenses.

g. Home office expenses.

7-1.04 Retention. The Town or its agent may, in accordance with the Contract Documents and applicable law, withhold any payment of monies due or that may become due the Contractor because of:

a. Defective work not remedied or uncompleted work.

b. Claims filed or reasonable evidence indicating probable filing of claims.

c. Failure to properly pay subcontractors or to pay for material or labor.

d. Reasonable doubt that the Work can be completed for the balance then unpaid.

e. Damage to another contractor.

f. Damage to the Town.

g. Damage to a third party.

h. Delay in the progress of the Work, which, in the Town's judgment, is due to the failure of the Contractor to properly expedite the Work.

i. Liquidated damages or other charges that apply to the Contractor under the Agreement.

j. Any other lawful basis for withholding payment under the contract.

7-1.05 Securities in Lieu of Retention.

a. In accordance with Public Contract Code Section 22300, except where federal regulations or polices do not permit substitution of securities, the Contractor may substitute securities for any moneys withheld by the Town to ensure performance of the Work. At the Contractor's request and expense, securities equivalent to the amount withheld will be deposited with the Town, or with a state or federally chartered bank in California as the escrow agent, who will then pay those moneys to the Contractor under the terms of an Escrow for Security Deposit agreement. The Escrow for Security Deposit agreement is provided in the Contract Documents. Upon satisfactory completion of the Work, the securities will be returned to the Contractor.

b. Alternatively, at the Contractor's request and expense, the Town will pay retentions earned directly to the escrow agent. At the Contractor's expense, the Contractor may direct investment of the payments into securities. Upon satisfactory completion of the Work, the Contractor will receive from the escrow agent all securities, interest, and payments received by the escrow agent from the Town pursuant to this provision and the terms of the Escrow for Security Deposit agreement. The Contractor will, within 20 days of receipt of payment, pay to each subcontractor the respective amount of interest earned, less costs of retention withheld from each Subcontractor, on monies withheld to ensure the Contractor's performance of the Work.

c. Securities eligible for investment in accordance with this provision include those listed in Government Code Section 16430, bank or savings and loan certificates of deposit, interest bearing demand deposit accounts, standby letters of credit, or any other security mutually agreed to by the Contractor and the Town.

d. The Contractor will be the beneficial owner of any securities substituted for moneys withheld and will receive any interest thereon.

SECTION 8
PROJECT ACCEPTANCE AND CLOSEOUT

8-1.01 Occupancy. The Town reserves the right to occupy or use any part or parts or the entire of the Work before the Work is fully performed. Subject to applicable law, exercising this right will in no way constitute acceptance of any part of the Work so occupied or used or acceptance of the entire Work, nor will such occupancy or use in any way affect the times when payments will become due the Contractor, nor will such occupancy or use in any way prejudice the Town's rights under the Agreement, any Agreement bonds, or at law or equity. Occupancy or use shall not waive the Town's rights to assess liquidated damages in accordance with Section 5 after the date of such occupancy or use.

8-1.02 Work Completion and Final Inspection. When the Contractor considers the Work is completed, the Contractor will submit written certification to the Engineer specifying that: the Contract Documents have been reviewed; the Work has been inspected for compliance with the Contract Documents; the Work has been completed in accordance with the Contract Documents; and that equipment and systems have been tested in the presence of the Town's representative and are operational. The Town and/or the Town's authorized representatives will make an inspection to verify that the Work is complete and will notify the Contractor in writing of any incomplete or deficient Work. The Contractor will take immediate steps to remedy the stated deficiencies and give notice of correction to the Engineer. Upon receiving a notice of correction, the Town or the Town's authorized representatives will re-inspect the Work. The Contractor must correct all punch list items within 15 working days after the issuance of the punch list. Before acceptance of the Work the Contractor must submit: one set of the Project Record Drawings (As-Builts), and any equipment operating and maintenance instructions and data, warranties.

8-1.03 Project Record Documents. The Contractor shall mark up clearly and legibly one set of paper prints to show the As-Built conditions. They shall include all information as shown on the contract set of clean drawings and a record of all deviation, modifications, or changes from those drawings, however minor, which were incorporated in the work, all additional work not appearing on the contract drawings and all changes which are made after the final inspection of the contract work. These As-Built marked prints shall be kept current and available on the job site at all times. All changes from the contract plans which are made in the work or additional information which might be uncovered in the course of construction shall be accurately and neatly recorded as they occur by details and notes. No construction work shall be concealed until it has been inspected, approved and recorded. The As-Built marked prints will be jointly inspected for accuracy and completeness by the Agency Engineer's representative and a responsible representative of the construction contractor prior to submission of the monthly pay estimate. Failure to keep the As-Built marked prints on a current basis shall be sufficient justification to suspend progress payments. The drawings shall show the following information, if applicable, but not be limited thereto:

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

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

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

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

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

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

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

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

The As-Built marked prints shall be delivered to the Agency Engineer at the time of final inspection for his review and approval. All approval and acceptance of As-Built drawings shall be accomplished before final payment is made to the Contractor.

8-1.04 Work Acceptance.

a. All finished Work will be subject to inspection and acceptance or rejection by the Town, the Engineer, and the Designer or other government agencies having jurisdiction over the Work. Final acceptance of the Work will be at the discretion of the Town.

b. The Town will accept the Work in writing only when the Work has been completed to the Town's reasonable satisfaction. Progress payments will in no way be construed as acceptance of any part of the Work

c. In evaluating the Work, no allowance will be made for deviations from the Technical Specifications, Project Plans or other Contract Documents unless already approved in writing in accordance with the requirements of Section 3, above.

d. The fact that the Work and materials have been inspected from time to time and that progress payments have been made does not relieve the Contractor of the responsibility of replacing and making good any defective or omitted work or materials in accordance with the requirements of the Contract Documents.

SECTION 9
REMEDIES AND DISPUTES

9-1.01 Failure to Correct Work. Within ten (10) working days of receiving written notice from the Town describing Work that is defective or that is otherwise not in accordance with the requirements of the Agreement and/or applicable law and directing that such Work be corrected, the Contractor and/or the Contractor's sureties must give the Town written notice of the intent of the Contractor and/or the Contractor's sureties to correct such Work and commence correction of such Work in accordance with the Town's notice and the Agreement. If the Contractor and/or the Contractor's sureties do not give the Town written notice of intent to correct such Work and commence correction of such Work within ten (10) working days of receipt of the Town's notice, then the Town may correct such work and/or have such work corrected for the account and at the expense of the Contractor and/or its sureties, and the Contractor and/or its sureties will be liable to the Town for any resulting excess cost. The Town may, in addition to all other remedies that the Town may have under the Agreement and at law or equity, deduct any such excess cost of completing the Work from amounts that are due or that may become due the Contractor.

9-1.02 Termination.

a. In accordance with California Public Contract Code Section 7105, in addition to all other available remedies that the Town may have under the Agreement, and at law or equity, the Town may terminate the Agreement:

   1. If the Contractor or any of its subcontractors engaged in the performance of the Work fails to timely perform the Work and/or any of the Contractor's material obligations under the Contract Documents, including but not limited to submission of an acceptable schedule, that have accrued except for due to reasons beyond the control of the Contractor pursuant to the Contract Documents.

   2. If the Contractor is adjudged bankrupt, or if it should make a general assignment for the benefit of creditors, or if a receiver should be appointed on account of its creditors.

   3. If the Contractor or any of the subcontractors engaged in the performance of the Work persistently or repeatedly refuses or fails to supply enough properly skilled workmen or proper materials for the timely completion of the Work.

   4. If the Contractor fails to make prompt payment to subcontractors engaged in the performance of the Work or for material or labor used in the performance of the Work in accordance with the Contract Documents and applicable law.

   5. If the Contractor or any subcontractors engaged in the performance of the Work persistently disregards laws or ordinances applicable to the performance of the

Work, or the instructions of the Town, the Engineer, the Designer, or other authorized representatives of the Town.

6. For any reason or for no reason, at the Town's sole discretion.

b. If the Town intends to terminate the Contractor's control of the Work for any of the reasons specified in Section 9-1.02(a) 1 through 5, above, the Town will immediately serve written notice to the Contractor and its sureties in accordance with the Contract Documents. Notice of the Town's intent to terminate the Agreement will be given by registered or certified mail and specify the grounds for termination, the required cure and the time by which the cure must be effected. Upon receipt of notice of the Town's intent to terminate the Agreement for any of the reasons specified in Section 9-1.02(a) 1 through 5, the Contractor will have ten (10) days from receipt of the notice or a longer time specified in the notice to cure its default. If the Contractor does not effect the required cure by the time specified in the notice, the Town will issue a written notice of termination to the Contractor and its sureties by registered or certified mail. The notice of termination will specify: that upon receipt of the notice the Contractor's right to perform or complete the Work, including on behalf of the Contractor's sureties, is terminated; that the Contractor's sureties will have the right to take over and complete the Work and perform all of the Contractor's remaining obligations that have accrued under the Agreement; and that if the Contractor's sureties do not both give the Town written notice of their intention to take over and perform the Agreement and commence completion of the Work and performance of all of the Contractor's remaining obligations that have accrued under the Agreement within ten (10) days after receipt of notice of termination that the Town may declare the Contractor's sureties in default and take over the completion of the Work or have the Work completed for the account and at the expense of the Contractor and its sureties, and the Contractor and its sureties will be liable to the Town for any resulting excess cost. The Town may, in addition to all other available remedies that the Town may have under the Contract Documents and at law or equity, deduct any such excess cost of completing the Work from amounts that are due or that may become due the Contactor.

c. Upon termination of the Contractor's control of the Work for any of the reasons specified in Section 9-1.02(a) 1 through 5, the Contractor will, if so directed by the Town, immediately remove from the Work site any and all materials and personal property belonging to the Contractor which have not been incorporated in the Work and the Contractor and its sureties will be liable upon their bond for all damages caused the Town by reason of the Contractor's failure to complete the Work.

d. Upon termination of the Contractor's control of the Work for any of the reasons specified in Section 9-1.02(a) 1 through 5, above, the Town reserves the right to refuse tender of the Contractor by any surety to complete the Work.

e. If the Town completes or has completed any portion of, or the whole of the Work, following termination of the Contractor's control of the Work for any of the reasons

specified in Section 9-1.02(a) 1 through 5, above, the Town will neither be liable for nor account to the Contractor or the Contractor's sureties in any way for the time within which, or the manner in which such Work is performed, or for any changes made in such Work or for the money expended in satisfying claims and/or suits and/or other obligations in connection with completing the Work. If, following termination of the Contractor's control of the Work for any of the reasons specified in Section 9-1.02(a) 1 through 5, above, the unpaid balance of the Contract Price exceeds the expense of completing the Work, including compensation for additional legal, managerial and administrative services and all other amounts due for the completion of the Work and/or satisfaction of claims of the Town and/or others arising out of the Agreement and any other charges that apply to the Contractor under the Agreement, the difference will be paid to the Contractor. If such expenses of completing the Work exceed the unpaid balance of the Contract Price, the Contractor or its sureties will pay the difference to the Town.

f. If the Agreement or Contractor's control of the Work is terminated for any reason, no allowances or compensation will be granted for the loss of any anticipated profit by the Contractor.

g. In accordance with California Government Code Section 4410, in the event a national emergency occurs, and public work being performed by contract is stopped, directly or indirectly, because of the freezing or diversion of materials, equipment or labor, as the result of an order or a proclamation of the President of the United States, or of an order of any federal authority, and the circumstances or conditions are such that it is impracticable within a reasonable time to proceed with a substantial portion of the Work, then the Town and the Contractor may, by written agreement, terminate the Agreement. In accordance with California Government Code Section 4411, such an agreement will include the terms and conditions of the termination of the contract and provision for the payment of compensation or money, if any, which either party will pay to the other or any other person, under the facts and circumstances in the case. Compensation to the Contractor will be determined on the basis of the reasonable value of the Work done, including preparatory Work. As an exception to the foregoing, in the case of any fully completed separate item or portion of the Work for which there is a separate contract price, the Contract Price shall control. The parties may in any other case adopt the Contract Price as the reasonable value of the Work or any portion of the Work done.

9-1.03 Disputes.

a. In accordance with California Public Contract Code Section 20104.2, the following procedures apply to claims of $375,000 or less between the Contractor and the Town:

1. Any claim submitted by Contractor to the Town shall be in writing and include the documents necessary to substantiate the claim. All claims must be filed on or before the date of final payment. Any compromise, agreement, or understanding with respect to any claim submitted by Contractor shall have no effect unless and

until said claim has been approved by the Town Council of the Town of Fairfax, or if the claim does not require Town Council approval, said claim has been approved by the Public Works Director. Any claim submitted to the Town by the Contractor shall have attached the following certification executed by an officer of the Contractor:

I, _____, being the _____ of _____ (Contractor), declare under penalty of perjury under the laws of the State of California, and do personally certify and attest that: I have thoroughly reviewed the attached claim and know its contents, and said claim is made in good faith; that it is supported by truthful and accurate data; that the amount requested accurately reflects the contract adjustment for which the Contractor believes the Town is liable; and further, that I am familiar with California Penal Code section 72 and California Government Code section 12650, et seq., pertaining to false claims, and further know and understand that submission or certification of a false claim may lead to fines, imprisonment, or other severe legal consequences.

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

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

4. The Town's written response to the claim, as further documented, shall be submitted to the Contractor within 15 days after receipt of the further documentation or within a period of time no greater than that taken by the Contractor in producing the additional information, whichever is greater.

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

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

7. The Town's written response to the claim, as further documented, shall be submitted to the Contractor within 30 days after receipt of the further documentation, or within a period of time no greater than that taken by the Contractor in producing the additional information or requested documentation, whichever is greater.

8. If the Contractor disputes the Town's written response, or the Town fails to respond within the time prescribed, the Contractor may so notify the Town, in writing, either within 15 days of receipt of the Town's response or within 15 days of the Town's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon a demand, the Town shall schedule a meet and confer conference within 30 days for settlement of the dispute.

9. Following the meet and confer conference, if the claim or any portion remains in dispute, the Contractor may file a claim as provided in Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the Contractor submits his or her written claim pursuant to subdivision (a) until the time that claim is denied as a result of the meet and confer process, including any period of time utilized by the meet and confer process.

10. This section does not apply to tort claims and nothing in this article is intended nor shall be construed to change the time periods for filing tort claims or actions specified by Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code.

b. In accordance with California Public Contract Code Section 20104.4, The following procedures apply to civil actions to resolve claims of $375,000 or less between the Town and the Contractor:

1. Within 60 days, but no earlier than 30 days, following the filing or responsive pleadings, the court shall submit the matter to non-binding mediation unless waived by mutual stipulation of both parties. The mediation process shall provide for the selection within 15 days by both parties of a disinterested third person as mediator, shall be commenced within 30 days of the submittal, and shall be concluded within 15 days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court or by stipulation of both parties. If the parties fail to select a mediator within the 15-day period, any party may petition the court to appoint the mediator.

2. If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of that code. The Civil Discovery Act of 1986 (Article 3 (commencing with Section 2016) of Chapter 3 of Title 3 of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.

3. Notwithstanding any other provision of law, upon stipulation of the parties, arbitrators appointed for purposes of this article shall be experienced in construction law, and, upon stipulation of the parties, mediators and arbitrators shall be paid necessary and reasonable hourly rates of pay not to exceed their customary rate, and such fees and expenses shall be paid equally by the parties, except in the case of arbitration where the arbitrator, for good cause, determines a different division. In no event shall these fees or expenses be paid by state or county funds.

4. In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, any party who after receiving an arbitration award requests a trial de novo but does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, pay the attorney's fees of the other party arising out of the trial de novo.

5. The court may, upon request by any party, order any witnesses to participate in the mediation or arbitration process.

c. In accordance with California Public Contract Code Section 20104.6:

d. The Town shall not fail to pay money as to any portion of a claim which is undisputed except as otherwise provided in the Agreement.

e. In any suit filed under Public Contract Code Section 20104.4 concerning this contract, the Town shall pay interest at the legal rate on any arbitration award or judgment. Such interest shall accrue from date the suit was filed.

SECTION 10
SPECIAL PROVISIONS

TECHNICAL SPECIFICATIONS
(Special Provisions)

For

OAK MANOR DRIVE SIDEWALK IMPROVEMENTS PROJECT

MARCH, 2012

Prepared By:

Paul W. Wade, **RCE 51909**
Exp. 06/30/12

March 21, 2012
Date:

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TABLE OF CONTENTS

Section 10 Technical Specifications

PAGE NO.

10-1: MOBILIZATION 10-1
- 10-1.1: General
- 10-1.2: Property Owners Notification
- 10-1.3: Documentation of Existing Conditions
- 10-1.4; Project Funding Sign
- 10-1.5: Water Pollution Prevention
- 10-1.6: Pavement Operations
- 10-1.7: Payment

10-2: TRAFFIC CONTROL 10-5
- 10-2.1: General
- 10-2.2: Use of Flagmen
- 10-2.3: Contractor's Responsibility
- 10-2.4: Traffic and Construction Signs
- 10-2.5: Payment

10-3: EXISTING UTILITIES/COOPERATION 10-7
- 10-3.1: General
- 10-3.2: Payment

10-4: EXISTING FACILITIES 10-8
- 10-4.1: General
- 10-4.2: Reset Property Corners
- 10-4.3: Tree Protection
- 10-4.4: Removing Concrete
- 10-4.5: Removing Asphalt Concrete
- 10-4.6: Roadside Signs
- 10-4.7: Pedestrian Barricade
- 10-4.8: Relocate Church Sign
- 10-4.9: Replace Backflow Device

10-5: ASPHALT CONCRETE 10-12
- 10-5.1: General
- 10-5.2: Materials
  - 10-5.2.1: Asphalt Concrete
  - 10-5.2.2: Binder
  - 10-5.2.3: Aggregates
  - 10-5.2.4: Mixing and Proportioning
  - 10-5.2.5: Mix Design
  - 10-5.2.6 Mix Design Tolerances
  - 10-5.2.7: Tack Coat

10-5.3: Submittals
10-5.4: Sampling
10-5.5: Construction
10-5.5.1: General
10-5.5.2: Equipment
10-5.6: Spreading and Compacting
10-5.7: Workmanship
10-5.7.1: Compaction
10-5.7.2: Thickness
10-5.7.3: Finished Surface
10-5.7.4: Cold Joints
10-5.8: Payment

10-6: CONCRETE CURBS AND SIDEWALKS 10-16
10-6.1: Curb, Gutter, Sidewalk, Driveway and Pedestrian Ramp Construction
10-6.2: Payment

SECTION 10
TECHNICAL SPECIFICATIONS

10-1 MOBILIZATION

10-1.1 General: Mobilization shall conform to the provisions in Section 11, "Mobilization," of the Standard Specifications, and shall consist of preparatory work and operations including, but not limited to, those necessary for the movement of personnel, equipment, supplies incidental to the project site, for the establishment of all offices, buildings and other facilities necessary for work on the project and for all other work and operations which must be performed or for project costs incurred prior to beginning work on the various Contract items.

Temporary utility connections to any of the Contractor's facilities will be the responsibility of the Contractor at no additional cost to the Town of Fairfax. Mobilization shall include the furnishing of and providing regular maintenance for sanitary unit(s) on the job for the duration of the project. Failure to comply with this requirement will result in withholding of mobilization payments in the amount deemed appropriate by the Engineer.

10-1.2 Property Owner Notification: The Contractor shall furnish all affected property owners and/or residents written notification that describes the proposed work at least one week in advance of the start of work by the Contractor. The notices shall include relevant locations and dates, a description of landscaping and improvements that may be affected and/or removed and a statement that owners/residents have the right to salvage all such existing landscaping, improvements and/or other materials that the Contractor may remove to facilitate construction within the right of way and the rights of entry areas. The content, format, and method of delivery of such notices shall be approved by the Engineer prior to distribution. The Contractor is advised that notices shall not be placed in mailboxes as it is a violation of Federal Postal regulations.

Affected property owners and residents shall be considered all those who:

1. Front on or are contiguous to the Project limits.
2. Have an ingress/egress route only from within the Project limits.

The Contractor shall also provide approved notifications to all affected owners/residents on each street where work is scheduled to occur three business days prior to the commencement of work and twenty-four hours prior to the commencement of work. Failure to distribute notices shall be sufficient cause for the Engineer to suspend the work until such notices are distributed.

Written notice to residents shall inform them of the specific work of each affected street section, day(s), date(s) and time of work. Written notice shall be reviewed and approved by the Engineer prior to being sent to the residents.

10-1.3 Documentation of Existing Conditions: As a first order of work, the contractor shall photograph and videotape in sufficient detail to show all areas of the project, including but not limited to the proposed alignment, staging areas, routes of ingress and egress for hauling and delivering on private property etc., and all other areas that the contractor believes are appropriate.

The photographic prints and videotape shall be dated and a copy shall be delivered to the Engineer within one (1) week of the date of preparation and prior to beginning of work.

If during the course of the project, the Contractor occupies areas or routes different than those documented prior to the beginning of work, then the contractor shall record and deliver supplementary documentation of existing conditions as described above.

In addition, after all work is completed but prior to the final acceptance of the project, the contractor shall prepare photographs and a videotape similar to those prepared prior to his work. A copy of the final photographs and videotape shall be delivered to the Engineer prior to the release of the retention funds.

10-1.4 Project Funding Sign: Prior to the initiation of any construction, the Contractor shall install and maintain a sign within or adjacent to the work area identifying Measure A Local Transportation Sales Tax Funds. The sign shall be a minimum of 3' x 4' in size and shall be professionally painted with black lettering, minimum 3" in height, on white background as shown below.

Town of Fairfax Logo *TAM Logo*

YOUR MEASURE A LOCAL TRANSPORTATION SALES TAX DOLLARS AT WORK

OAK MANOR DRIVE SIDEWALK IMPROVEMENT PROJECT

10-1.5 Water Pollution Prevention: The Contractor shall exercise every reasonable precaution to protect channels, storm drains, and bodies of water from pollution and shall conduct and schedule its operations as so to minimize or avoid muddying and silting of said channels, drains, and waters. Water pollution control work shall consist of constructing those facilities which may be required to provide prevention, control, and abatement of water pollution.

The intent of these requirements is to enforce federal, state and local laws, ordinances, codes and regulations that pertain to storm water pollution attributable to construction projects. Storm drains discharge directly to creeks without treatment. Therefore, discharge of pollutants (i.e. any substance, material or waste other than uncontaminated storm water) into the storm drain system is strictly prohibited.

All work respective to this section shall comply with Section 7-1.01G of the Standard Specifications, Section 7-8.6 of the Greenbook, as modified herein, and as directed by the

Engineer.

Water pollution control work shall conform to the requirements in the latest edition of the "Storm Water Pollution Prevention Plan (SWPPP) and Water Pollution Control Program (WPCP) Preparation Manual" and the "Construction Site Best Management Practices (BMPs) Manual," and addenda thereto issued up to and including the date of advertisement of the project, hereafter referred to respectively as the "Preparation Manual" and the "Construction Site BMP Manual," and collectively as the "Manuals." Copies of the Manuals may be obtained from the Department of Transportation, Material Operations Branch, Publication Distribution Unit, 1900 Royal Oaks Drive, Sacramento, California 95815, Telephone: (916) 263-0865. Copies of the Manuals may also be obtained from the Department's Internet Web Site at: http://www.dot.ca.gov/hq/construc/stormwater.html.

The Contractor shall be responsible for preparing and submitting to the Engineer a Storm Water Pollution Prevention Plan (SWPPP) in conformance with California NPDES (National Pollution Discharge Elimination System) General Permit for Storm Water Discharges associated with construction activity. The SWPPP shall address intended methods to reduce the amount of pollutants contained in storm water runoff during construction of the project.

The SWPPP is considered a report available to the public under Section 308 (b) of the Clean Water Act. The SWPPP shall be kept at the site during construction and made available upon request of a representative of the Regional Water Quality Control Board or other local agency. The Contractor shall amend the SWPPP for any change in construction or operations which may affect the discharge of pollutants to surface water, ground waters, or storm drain systems.

The Contractor shall submit the SWPPP and corresponding Water Pollution Control Plan (WPCP) to the Engineer within ten (10) working days of the Notice of Award and must be accepted prior to beginning of work. Upon approval of the SWPPP and the WPCP, the Contractor shall be fully responsible for implementing, maintaining, and repairing all storm water pollution controls as described in his approved SWPPP for the duration of the construction contract. The Contractor shall make any repairs to the storm water pollution controls and amend the SWPPP if, in the opinion of the Engineer, the Contractor is not in compliance with the SWPPP.

Failure to make the necessary repairs or other necessary maintenance when directed by the Engineer shall result in the necessary repair work being done by Town forces and the Contractor will be billed at double the rate of all Town expenses. In addition, the Contractor shall be responsible for any fines imposed by the Regional Water Quality Control Board or other agency as a result of noncompliance, negligence, or violation of permit conditions.

Records of all inspections and compliance certifications reporting must be retained as part of the Storm Water Pollution Prevention Plan for a period of three years. Upon completion of the project construction and termination of coverage under the General Permit, the records shall be retained by the owner/operator with a copy of the final plan.

10-1.6 Pavement Operations: The Contractor shall prevent the discharge of pollutants from

paving operations by using measures to prevent run-on and run-off pollution, disposing of wastes properly, and by implementing the procedures in the Best Management Practices Handbook. In addition, the Contractor shall observe the following guidelines:

- Paving during wet weather:
  a) No paving while it is raining.
  b) No paving of the top lift of asphalt concrete (AC) on any day that experiences ¼" of rain in a twenty-four period
  c) No paving of bottom lift if previous seventy-two (72) hour period experienced more than ½" of rain, unless directed by the Engineer or his designee.
- Store materials as required under Section 5.
- Cover inlets and manholes when applying asphalt, seal coat, tack coat, slurry seal, fog seal, etc.
- Place drip pans or absorbent materials under paving equipment when not in use.
- During wet weather store paving equipment indoors or cover with tarp or other waterproof covering.
- Sweep site daily to prevent sand, gravel or excess asphalt from entering or being transported by rain into the storm drain system.
- Keep ample supplies of drip pans or absorbent materials on-site.

Do not wash out concrete trucks into storm drains, open ditches, streets, streams, etc. The Contractor shall prevent the discharge of pollutants from concrete operations by using measures to prevent run-on and run-off pollution, properly disposing of wastes, and by implementing the following BMP's:

- Store all materials in waterproof containers or under cover away from drain inlets or drainage areas.
- Avoid mixing excess amounts of Portland cement materials. Dispose of any excess materials properly.
- Whenever possible, perform washout of concrete trucks off-site where discharge is controlled and not permitted to discharge to the storm drain system. For on-site washout:

  Locate washout area at least fifty (50) feet from storm drains, open ditches or other water bodies, preferably in a dirt area. Confine run-off from this area by constructing a temporary pit or bermed area large enough for the liquid and solid waste.
- Wash out concrete wastes into the temporary pit where the concrete can set, be broken up and then disposed of properly. If the volume of water is greater than what will allow concrete to set, allow the wash water to infiltrate and/or evaporate, if possible. Remove or vacuum the remaining silt and debris from the ponding or bermed area and dispose of it properly.
- Dispose of waste water from washing of exposed aggregate to dirt area. The dirt area shall be adequate to contain all the waste water and once the waste water has infiltrated, any remaining residue must be removed.
- Collect and return sweepings from exposed aggregate concrete to a stockpile or dispose of the waste in trash container.

Saw-cutting pavement or concrete: The Contractor shall prevent any saw-cutting debris from entering the storm drain system. The Contractor, preferably, shall use dry cutting techniques and sweep up residue. If wet methods are used, the Contractor shall vacuum slurry as cutting proceeds or collect all waste water by constructing a sand bag sediment barrier. The bermed area shall be of adequate size to collect all waste water and solids. The Contractor shall allow collected water to evaporate if the waste water volume is minimal and if maintaining the ponding area does not interfere with public use of the street area or create a safety hazard.

If approved by the Engineer, the Contractor may direct or pump saw-cutting waste water to a dirt area and allow to infiltrate. The dirt area shall be adequate to contain all the waste water. After the waste water has infiltrated, all remaining saw-cutting residue must be removed and disposed of properly. Remaining silt and debris from the ponding or bermed area shall be removed or vacuumed and disposed of properly.

10-1.7 Payment: **Mobilization** will be paid for at the contract **lump sum** price, which price shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work required for mobilization including Property Owner Notification, Project Funding Sign, Documentation of Existing Conditions, Water Pollution Prevention, preparation of the SWPPP and pavement operations, as specified herein and in Section 11 of the Standard Specifications and no additional allowance will be made therefor.

See also paragraphs 11-1.02A through 11-1.02D of the Standard Specifications for payment of the lump sum price paid for Mobilization.

10-2 TRAFFIC CONTROL

10-2.1 General: The Contractor shall submit in writing a complete traffic control plan (1"=100' scale min. drawing) to the Town Engineer within ten (10) working days after award of contract. The traffic control plan shall indicate each stage of work, signage, flagman, detour routes, and any other pertinent information. The traffic control plan shall conform to standards for Temporary Traffic Control in the latest adopted version of the California Manual of Uniform Traffic Control Devices. The traffic control plan shall be reviewed and approved by the Town Engineer before the Contractor shall be allowed to begin work. The Town of Fairfax reserves the right to modify any portion of the plan.

Work shall be accomplished in such a manner as to provide access to all side streets and properties whenever possible. If access to adjacent property cannot be provided, then adequate nearby parking shall be provided and maintained until direct access can be restored. Contractor shall provide for pedestrian traffic through work area at all times.

Two way traffic shall be maintained at all times. Delays shall not exceed 3 minutes.

Lighted barricades shall be used when required by Project Engineer.

All holes, trenches, etc., in pavement area will be covered with 1 inch steel plates, shimmed with

temporary asphalt on edges, by 3 p.m. or at the end of each work day. As an option to the Contractor, the holes, trenches, etc., can be backfilled and all areas within pavement areas have temporary asphalt toppings. The temporary asphalt will be regularly maintained. All areas will be completely restored within ten (10) working days after the work has been completed at that location.

10-2.2 Use of Flagmen: If it becomes necessary, in the opinion of the Town Engineer, to properly move traffic through the construction area, flagmen shall be posted to slow down and reroute traffic. Flagmen shall be on duty the entire period the roadway is constructed. A minimum of three flagmen shall be on duty during all A.C. resurfacing work. Where flagmen are not visible to each other, additional flagmen shall be added as required by the Project Engineer, or the Contractor shall use radios.

10-2.3 Contractor's Responsibility: Contractor shall take all necessary measures to obtain a normal flow of traffic to prevent accidents and to protect the work throughout the construction stages until completion of the work. The Contractor shall make the necessary arrangements to provide and maintain barriers, cones, guards, barricades, and construction warnings and regulatory signs. The Contractor shall take measures necessary to protect all other portions of the work during construction and until completion, providing and maintaining all necessary barriers, barricade lights, guards, temporary crossovers and watchmen.

In addition to the foregoing traffic control and safety measures, the Contractor shall undertake immediately to implement any measures requested by the City Engineer, as they deem necessary to ensure the proper flow of traffic and the protection of the public and the safety of the workers. The Contractor shall maintain at all times the ability to respond to calls from the Fairfax Police and Fire Departments during non-working hours to replace or provide additional traffic control or safety devices as shall be required by the Police Department.

10-2.4 Traffic and Construction Signs: All signs used by the Contractor shall conform to standards for Temporary Traffic Control in the latest adopted version of the California Manual of Uniform Traffic Control Devices. All warning, regulatory and construction signs shall be fully reflectorized. The traffic cones to be used shall be 18 inches in height, rubber or plastic and be reflectorized.

For any streets with uneven pavement at the end of the work day, "Uneven Pavement" signs shall be placed as directed by the Engineer.

The Contractor shall furnish, erect, maintain and remove all necessary signs and barricades for the full term of the contract. These devices shall remain his property after the completion of the contract. All signs and placement of signs shall be reviewed by the Project Engineer.

Informational signs shall be placed at the limits of work on each street forty-eight (48) hours before work begins. Signs shall be at least 3' x 4'. An example of an informational sign is as follows:

SIDEWALK CLOSED

FROM _____ TO _____ *(limits of closure)*
WEDNESDAY, JULY ____
_____ A.M. TO _____ P.M. *(hours of closure)*

"CONTRACTOR'S NAME"
"CONTRACTOR'S PHONE NUMBER"

Minor deviations from the requirements of this section concerning hours of work which do not significantly change the cost of the work may be permitted upon the written request of the Contractor if in the opinion of the Town Engineer public traffic will be better served and the work expedited. Such deviations shall not be adopted until the Town Engineer has indicated his written approval. All other modifications will be made by contract change order.

If any component in the traffic control system is displaced, or ceases to operate or function as specified, from any cause, during the progress of the work, the Contractor shall immediately repair said component to its original condition or replace said component and shall restore the component to its original location.

10-2.5 Payment: The entire cost for **traffic control** as detailed in this section, and as required for this construction shall be included in the **lump sum** price for Traffic Control and shall include full payment for all necessary work and materials. Payments for the lump sum item for Traffic Control shall be determined based on the percentage of the bid item work completed as determined by the Construction Manager at the time the progress payment is prepared.

10-3 EXISTING UTILITIES/COOPERATION

10-3.1 General: Attention is directed to Sections 7-1.14 "Cooperation" and 8-1.10 "Utility and Non-Highway Facilities" of the Standard Specifications.

It is not the intent of the plans to show the exact location of existing or relocated utilities, and the Engineer assumes no responsibility therefor. Whenever any such utilities are indicated thereon, the Contractor shall be responsible for verifying their actual location and depth in the field. The Contractor shall notify Underground Service Alert at 811, or at (800) 227-2600 prior to excavation.

The Contractor shall be cognizant of the existing utility lines in the proximity of the work area and take precautions, as necessary, to not disturb these facilities.

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

It shall be the Contractor's responsibility to coordinate with the utility agencies including but not limited to PG&E, AT&T West, AT&T Legacy, Comcast, Marin Municipal Water District, Ross

Valley Sanitary District and Republic Electric for relocation or adjustment of utilities at least two weeks in advance.

The traffic signal pole within the project limits is owned by the Town. A minor adjustment to the grade (less than 0.1 feet) of the base of this pole is the contractor's responsibility. A traffic signal pull box within the project limits will also have to be adjusted to grade. If there are questions or problems with signal related work, the Contractor shall coordinate with Andrew Poster at (415) 884-3000 at Republic Electric.

Survey markers adjacent to the project limits shall be protected. If survey markers are disturbed, they shall be properly restored in compliance with all local, state and federal laws and regulations. The Contractor is responsible for this work at his own expense and no additional compensation will be provided.

In the event that work by others causes delay in the Contractor's operation, the Contractor will be granted a time extension but shall not be otherwise compensated for any delays.

10-3.2 Payment: Full compensation for conforming to the provisions of this section shall be considered as included in the contract prices paid for the various contract items of work involved and no additional compensation will be made therefor.

10-4 EXISTING FACILITIES

10-4.1 General: The work performed in connection with various existing facilities shall conform to the provisions in Section 15, "Existing Highway Facilities," of the Standard Specifications and these Special Provisions.

10-4.2 Reset Property Corners: The resetting of existing survey property corners shall conform to these Special Provisions. This work shall be performed by a California Licensed Land Surveyor.

There are five existing mag-nail and washer property corners tagged PLS 4760 within the project limits. These property corners shall be referenced prior to any demolition work and shall be reset in their original locations at the completion of construction. The resetting of property corners shall be performed in accordance with the Section 8771 of the State Business and Professions Code and the requirements of the Sonoma County Surveyor. A corner record shall be submitted to the Sonoma County Surveyor.

Reset Property Corners will be measured and paid for as a **lump sum** upon completion. There will be no partial payment for this item of work. The item of work will not be considered as complete until the Contractor or Land Surveyor submits evidence that all the requirements of the Special Provision have been met and all submittals by outside agencies have been accepted.

Full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved including, but not limited to, land surveying, agency fees and coordination with the Sonoma County Surveyor shall be considered as included in the contract

unit price for Reset Property Corner as shown on the plans, as specified in these Special Provisions and as directed by the Town Engineer and no additional compensation will be allowed.

10-4.3 Tree Protection: Caution shall be exercised when digging within the dripline of any tree. All excavation, trenching and grading operations shall be conducted in such a manner to minimize the damage to existing tree roots. Hand digging shall be used where necessary to protect tree roots. Where tree roots are encountered, root pruning shall be accomplished by use of sharp tools appropriate for the size of root to be cut. Each cut shall be clean with no torn bark or splintered wood remaining on the tree.

Work within the dripline of trees shall be only as necessary to complete the work. Unnecessary driving or staging of equipment or materials within the dripline of trees shall not be permitted. Rinsing of tools or equipment within the dripline of trees is prohibited.

The Engineer shall be notified 48 hours prior to any work within the dripline of trees. A certified Arborist hired by the Contractor shall direct Contractor's operations for removal, cutting or disturbance of existing tree roots over 2" in diameter in consultation with the Engineer. In the event that a tree root is approved for removal, it shall be neatly cut, square, at the edge of the trench, not shredded or shattered, to the satisfaction of the Contractor's Arborist.

Tree roots shall not remain exposed to drying out. Root ends shall be covered with soil or burlap and kept moist until the final backfill or grade is established.

If, as determined by the Contractor's Arborist, significant damage to the tree's primary roots is unavoidable, the Town shall be notified immediately and the tree shall be removed and replaced as part of the project. Tree removal, stump grinding and installation of a new tree would be paid for as additional work. Removal method, tree size and type, and method of payment would be determined by the Town.

Full compensation for hiring a certified arborist, removing and pruning tree roots, hand digging to avoid root damaging roots, and excavating cautiously with respect to tree roots is considered as included in the contract prices paid for various contract items of work and no additional allowance will be made therefor.

10-4.4 Removing Concrete: Concrete removal shall conform to applicable provisions of Section 15-3 of the Standard Specifications and these Special Provisions.

All concrete to be removed shall be disposed by the Contractor away from the site of the work. Burying of broken concrete within the limits of the project will not be allowed. No waste material shall be disposed of within the Town limits.

All concrete which is to be removed from sidewalk, pedestrian ramps, curb, gutter, and driveway areas shall be removed to the nearest score mark or construction joint as directed by the Engineer unless otherwise noted on plans. The edge of existing concrete to remain shall be neat and free of defects. Saw cutting may be required to achieve this effect. In all cases, the depth of cut shall

be at least to the bottom of the existing concrete or pavement. All liquid from saw cutting operations shall be prevented from entering the storm drain system per Section 10-1.5 of these specifications. The Contractor shall remove and dispose off-site, all concrete and/or concrete pavement within the designated areas of concrete removal shown on the Plans and as directed by the Engineer.

Reinforcing steel may be encountered in portions of concrete to be removed and no additional allowance will be made for the removal of such steel.

Remove Concrete Curb and Gutter will be paid for at the contract **linear foot** price, which price shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved including, but not limited to, saw cutting, repair of existing irrigation facilities damaged during any phase of concrete removal work, removal and disposal as shown on the plans, as specified in these Special Provisions and as directed by the Engineer and no additional allowance will be made therefor.

Remove Concrete Sidewalk, including removal of concrete pedestrian ramps and driveways, will be paid for at the contract **square foot** price, which price shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved including, but not limited to, saw cutting, repair of existing irrigation facilities damaged during any phase of concrete removal work, removal and disposal as shown on the plans, as specified in these Special Provisions and as directed by the Engineer and no additional allowance will be made therefor.

10-4.5 Removing Asphalt Concrete: All asphalt concrete which is to be removed outside of the roadway shall be sawcut and removed within the limits shown on the plans. All liquid from saw cutting operations shall be prevented from entering the storm drain system per Section 10-1.5 of these specifications. All asphalt concrete to be removed shall be disposed by the Contractor away from the site of the work.

Excess materials from the excavation shall become the property of the Contractor and shall be disposed of by him, at his expense.

Full compensation for removing asphalt concrete shall be included in the contract prices paid for **Asphalt Concrete** and no additional compensation will be made therefore.

10-4.6 Roadside Signs: Roadside signs shall conform to the applicable provisions of Section 83 of the Standard Specifications and these Special Provisions and shall be placed at the locations shown on the plans. The existing roadside sign shall be removed and the three sign panels shall be salvaged. Two new metal poles shall be installed at the locations shown on the plans. One of the salvaged signs shall be placed on one of the new poles and two of the signs shall be placed on the other new pole. The final determination of pole locations and configuration of the signs shall be as directed by the Engineer. Sign panel installation shall conform to Caltrans Standard Plan RS4. Contractor shall provide all new mounting hardware.

Install Roadside Signs will be paid for at the contract price for **each new pole**, which shall include full compensation for furnishing all equipment, tools, materials and labor, and doing all the work involved, as herein specified, including salvaging the existing sign panels and installing them on new poles with new mounting hardware and any other items necessary to install the signs not specifically enumerated in the plans or specifications, and no additional allowance will be made therefor.

10-4.7 Pedestrian Barricade: Barricades shall conform to the applicable provisions of Section 56 of the Standard Specifications and these Special Provisions and shall be placed at the locations shown on the plans. The existing pedestrian barricade and sign shall be salvaged and reinstalled at the location shown on the Plans and as directed by the Engineer in accordance with these Special Provisions. Barricade installation shall conform to Caltrans Standard Plan ES-7P.

Reset Pedestrian Barricade will be paid for at the contract price **each**, which shall include full compensation for furnishing all equipment, tools, and labor, and doing all the work involved, as herein specified, including salvaging the existing barricade and sign and reinstalling it and any other items necessary to reset the pedestrian barricade and sign not specifically enumerated in the plans or specifications, and no additional allowance will be made therefor.

10-4.8 Relocate Church Sign: The existing church sign shall be salvaged and reinstalled at the location shown on the Plans and as directed by the Engineer in accordance with these Special Provisions. The existing wooden posts shall be replaced with new wooden posts of the same type and dimensions and shall be painted or stained to match.

Relocate Church Sign will be paid for at the contract price **each**, which shall include full compensation for furnishing all equipment, tools, materials and labor, and doing all the work involved, as herein specified, including salvaging the church sign and reinstalling it with new wooden posts of the same type and dimensions and shall be painted or stained to match and any other items necessary to reset the pedestrian barricade and sign not specifically enumerated in the plans or specifications, and no additional allowance will be made therefor.

10-4.9 Replace Backflow Device: The existing water service reduced pressure backflow device (RPBD) and bollards shall be removed and replaced with a new RPBD at the new location as shown on the plans. The exact location shall be as determined by the Engineer. The new RPBD shall be a 2" Wilkins 975XL. Prior to removal of the existing RPBD, the contractor shall hand dig to confirm the location and pipe material of the water service behind the proposed sidewalk. Installation shall be in accordance with the detail shown on the plans. All associated piping shall be threaded brass. The fittings from the new RPBD piping to the existing service piping shall be submitted to the Engineer for approval after the existing pipe material is determined. Materials removed shall become the property of the Contractor and shall be disposed of at their expense. The new RPBD shall be tested by a certified backflow prevention assembly tester immediately upon completion of installation.

Replace Backflow Device will be paid for at the contract price **each**, which shall include full compensation for furnishing all equipment, tools, materials and labor, and doing all the work involved, as herein specified, including locating the existing service lateral, removal of the

existing RPBD and bollards and installation and testing of the new RPBD at the new location and any other items necessary to replace the RPBD not specifically enumerated in the plans or specifications, and no additional allowance will be made therefor.

10-5 ASPHALT CONCRETE

10-5.1 General: All asphalt concrete work shall conform to the provisions of Section 39, "Asphalt Concrete," of the Standard Specifications.

Asphalt concrete conforms shown on the plans to be 6" thick shall be placed in two separate lifts. The first lift shall be 0.3 feet and the second shall be 0.2 feet.

10-5.2 Materials:

10-5.2.1 Asphalt Concrete: The asphalt concrete pavement for asphalt concrete conforms shall be Type B (1/2" maximum), medium aggregate grading. The amount of asphalt binder to be mixed with the aggregate for Type B asphalt concrete will be determined by the Engineer in accordance with California Test 367 using the samples of aggregates and asphalt binder furnished by the Contractor in conformance with Section 39-3.03, "Proportioning", of the Standard Specification.

10-5.2.2 Binder: The grade of asphalt binder to be used shall be PG 64-16 and conform to the requirements of Section 92 of the Standard Specifications.

10-5.2.3 Aggregates: Aggregate for asphalt concrete shall conform to the following grading: Section 39-2.02, "Aggregate" of the Standard Specifications.

10-5.2.4 Mixing and Proportioning: Asphalt concrete shall be hot plant mixed and shall be furnished from the plant at a temperature not to exceed 315 degrees Fahrenheit.

Proportioning and mixing materials shall conform to the provisions in Section 39-3, "Storing, Proportioning and Mixing Materials", of the Standard Specifications.

10-5.2.5 Mix Design: The mix design shall indicate the percentage passing for each specified sieve, the percent asphalt, the laboratory compacted unit weight, the theoretical unit weight (Rice Gravity), and the stability of the mix to be used for each asphalt concrete mixture to be incorporated on the project. The mix design, with allowable tolerance for a single test, shall be used for job control. In no event shall there be less than 2 percent passing the No. 200 sieve.

10-5.2.6 Mix Design Tolerances:

Test	Individual Test Results	Test Method No.Calif.
Loss in L.A. Rattler (after 500 rev)	45% Max	211
Kc and Kf	1.8 Max	303

Sand Equivalent		45Min	217
Stabilometer Value	3/4"	37 Min	304
	1/2"	37 Min	30
	3/8"	30 Min	304
Moisture Vapor Susceptibility		25 Min	307
Swell		0.030" Max	305
Lab Compacted Density			304
Maximum Specific Gravity			ASTM D-2041
Air Voids Content, %		4 Min - 5 Max	

10-5.2.7 Tack Coat: The tack coat shall be type SS-1H emulsified asphalt as specified in Section 92, "Asphalts" and Section 94, "Asphalt Emulsions", of the Standard Specifications.

10-5.3 Submittals: The Contractor shall furnish the Engineer, at least ten (10) working days prior to the start of work, a list of sources of materials together with a Certificate of Compliance and a mix design for the asphalt concrete indicating that materials to be incorporated in the work fulfill the requirements of these specifications. The Certificate of Compliance shall be signed by the material supplier or his representative. It is the intent of these specifications that materials to be incorporated in the work must meet the requirement of these specifications after incorporation in the paved area shown on the plans. The Contractor shall be responsible for all costs associated with the required mix design.

Mix designs submitted less than ten (10) days in advance of scheduled placement shall be subject to a $250.00 fee for expediting their review. The expediting fee shall be subtracted from the final payment for the project. If mix designs are not submitted within two (2) days prior to paving, they shall be rescheduled. The expediting fee shall be deducted from the Contractor's final payment.

All delivery tickets shall have the oil types, oil content, and plant identification on each delivery ticket. Material delivered to the project without such information on the delivery ticket shall be subject to rejection. No payment or compensation shall be granted for material so rejected.

10-5.4 Sampling: The Engineer will have the right to obtain samples of all materials to be used in the work and to test such samples for the purpose of determining specification compliance. The Engineer reserves the right to obtain said samples at the point of delivery and/or at the point of manufacture. The Engineer shall also have the right to inspect sources of materials to be used in the work to determine workmanlike procedures used by the materials supplier.

10-5.5 Construction:

10-5.5.1 General: The asphalt concrete shall be delivered in a thoroughly blended condition and shall be spread by an asphalt paving machine in such a manner as to avoid segregation during the placing operations. Areas inaccessible to spreading and compaction equipment may be paved by such methods as may be approved by the Engineer. All mixtures shall be spread at a temperature not less than 275 degrees Fahrenheit, and not greater than 315 degrees Fahrenheit. Initial rolling

shall be performed immediately after placement. No asphalt concrete is to be placed when the atmospheric temperature is below 50 degrees Fahrenheit.

10-5.5.2 Equipment, Compactive Rollers: The Contractor shall furnish equipment capable of producing the required compaction. Vibratory rollers shall be double steel drum and have adjustable amplitude settings. Other compaction equipment shall conform to Section 39-5.02 of the Caltrans Standard Specifications.

Hand Equipment Sufficient vibraplates and hand tampers shall be provided to assure their immediate availability when placing asphalt concrete around planters, inside corners, or irregular areas. Torches for heating cold joints or making repairs shall be available during every paving operation. Lack of such hand equipment shall be cause to prevent paving from starting or continuing.

Tack Coat Tack Coat shall be applied as specified in Section 92, "Asphalts" and Section 94, "Asphaltic Emulsions", of the Standard Specifications.

The Contractor shall apply a tack coat in accordance with Section 39-4.02 of the Standard Specifications. The tack coat shall be applied as follows or as directed by the Engineer:

1. gutter edge
2. conform edge
3. over existing pavement

Full compensation for furnishing and applying tack coat as required shall be considered as included in the prices paid for the asphalt concrete leveling course and asphalt concrete inlay work involved and no additional compensation will be allowed therefore.

10-5.6 Spreading and Compacting: Asphalt concrete shall be distributed and spread as specified in Section 39, "Asphalt Concrete", of the Standard Specifications, except as herein provided.

Asphalt concrete pavement construction shall be of the thickness indicated on the Plans.

10-5.7 Workmanship:

10-5.7.1 Compaction: Asphalt concrete shall be compacted to an average relative density of 96.5 percent of the laboratory compacted unit weight (Cal TM 304). Tests will be run at random locations to verify compaction. No single test shall be less than 95 percent. Compaction of the mix will be determined by the Engineer by use of a nuclear density gauge and/or cores.

The laboratory compacted unit weight will be determined from the mix design, a prequalified sample, or a production sample of the asphalt concrete.

Finish rolling shall be started after the pavement has cooled sufficiently to permit removal of the roller marks and shall be continued in whatever direction is necessary to produce a pavement free of indentations. Roller marks shall be removed by reheating the pavement with hand torches and rerolling if necessary.

10-5.7.2 Thickness: The pavement shall have an average total thickness, which equals or exceeds the total specified section thickness. The minimum thickness at any location shall not be less than the specified thickness minus 1/4 inch.

10-5.7.3 Finished Surface: The completed surfacing shall be thoroughly compacted, smooth, and free from ruts, humps, depressions, irregularities, rock pockets, excessive coarse aggregate, and roller marks.

Any ridges, indentations, or other objectionable marks left in the surface of the asphalt concrete shall be eliminated by rolling or other means. The use of any equipment that leaves ridges, indentations, or other objectionable marks in the asphalt concrete shall be discontinued.

The Contractor shall provide sufficient manpower and manual compacting equipment to perform all handwork compaction in unison with the initial compaction rolling. If the handwork compaction begins to lag for whatever reason, the Contractor shall cease paving operations until the handwork compaction is caught up with the rest of the paving operation.

Areas of hand work at joints and miscellaneous structures shall match the smooth surface texture of all other areas of the new pavement. Any areas which have a rough surface texture shall be reworked with heat and asphalt concrete fines shall be placed. Coarse aggregate removed during raking shall not be returned to the finished mat surface. Such coarse aggregate may be returned to the hopper of the paving machine or spread immediately in front of the paver. Cold coarse aggregate shall not be reused, but discarded.

Finished areas of asphalt concrete adjacent to concrete drainage facilities shall be placed in such a manner that the finished surface is no greater than 1/4 inch higher than the facility and no lower than flush with the facility.

All street surfaces shall be water tested by the Contractor in the presence of the Engineer to ensure positive drainage and elimination of "bird baths."

If the finished surface of the asphalt concrete does not meet the surface tolerances as specified in Subsection 39-6.03, "Compacting", of the Standard Specifications, it shall be brought within tolerance by either (1)abrasive grinding (with fog seal coat on the areas which have been ground), (2) removal and replacement, or (3) placing an overlay of asphalt concrete. The method will be selected by the Engineer. The corrective work shall be at the contractor's expense.

If abrasive grinding is used to bring the finished surface to specified surface tolerances, additional grinding shall be performed as necessary to extend the area ground in each lateral direction so that the lateral limits of grinding are at a constant offset from, and parallel to the nearest lane line or pavement edge, and in each longitudinal direction so that the grinding begins and ends at lines normal to the pavement centerline, within any ground area. All ground areas shall be neat rectangular areas of uniform surface appearance. Abrasive grinding shall conform to the requirements in the first paragraph and the last four (4) paragraphs in Subsection 42-2.02, "Construction", of the Standard Specifications.

Except for aggregate for Open Graded asphalt concrete, in addition to the aggregate requirements listed in Section 39, "Asphalt concrete", of the Standard Specifications, the combined aggregates shall conform to the following quality requirement when mixed with paving asphalt Grade AR-4000 in the amount determined to be optimum by California Test 367:

TEST	TEST	CALIFORNIA REQUIREMENT
Surface Abrasion	360, Method A	Loss not to exceed 15 grams

10-5.7.4 Cold Joints: The contractor shall heat by torch or other acceptable methods paving joints that do not receive an adjacent pass within 3 hours of placement. If the cold joint goes unpaved against overnight, the contractor shall heat the joint and place tack coat prior to placing the adjacent pass.

10-5.8 Payment: Asphalt Concrete Conforms, 2" and 6" will be paid for at the contract **square foot prices** for the designated thicknesses, which price shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in the removal of existing and placement of new asphalt concrete at the designated thicknesses including, but not limited to, saw cutting, removal and disposal, grading and compaction of subgrade, tack coat, and placing and compacting new asphalt concrete, and no additional allowance will be made therefor.

10-6 CONCRETE CURBS AND SIDEWALKS

10-6.1 Curb, Gutter, Sidewalk, Driveway and Pedestrian Ramp Construction: Portland cement concrete curb and gutter, sidewalk, driveway and pedestrian ramps shall be constructed in conformance with the details and at the locations shown on the plans and in accordance with the applicable provisions of the Marin County Standards and these special provisions.

Portland cement concrete shall be "minor concrete" conforming to the requirements of Section 90 of the most recent version of the Standard Specifications. Cementitious material shall contain 25% mineral admixture. All concrete work shall include 1 pound of Davis Colors Dark Grey 8084 integral color per sack or approved equal.

All concrete which is to be removed from curb and gutter, pedestrian ramps and driveway areas shall be removed to the nearest transverse score mark across the full width of sidewalk or construction joint as directed by the Engineer. Joints between old and new Portland cement concrete shall be neat and free of defects. Sawcutting may be required to achieve this effect.

Concrete shall be completely removed and disposed of in accordance with Section 7-1.13 "Disposal of Material Outside the Highway Right of Way," of the Standard Specifications.

All concrete shall be cured in accordance with the requirements of Section 90-7 of the Standard

Specifications except that the Contractor may substitute other than a pigmented sealer upon the approval in writing of such substituted sealer by the Engineer.

All soft or spongy material shall be removed and replaced with suitable material as required by the Engineer.

All existing pull boxes, water meter boxes and the signal pole shall be adjusted to the new sidewalk finish grade prior to pouring concrete.

The Engineer shall be notified 24 hours prior to concrete pour. The Contractor shall provide string lines and forms delineating the proposed concrete surface for Engineer observation a minimum of 4 (four) hours prior to concrete pour. No concrete shall be poured until Engineer has approved the forms. Attention is directed to Section 5-1.08 "Inspection" of the Standard Specifications.

Sidewalk shall be constructed with a maximum 2% cross slope. Any sidewalk not meeting this requirement will be removed and reconstructed at the Contractors expense.

All oil, paint, tire marks, and other discoloring shall be removed from the curb and gutter by sandblasting prior to acceptance by the Engineer. Cement mortar will not be an acceptable substitute for sandblasting.

All new concrete gutters shall be water tested by the Contractor in the presence of the Engineer for flow capacity, positive drainage and elimination of "bird baths". Those gutters not meeting this requirement will be removed and reconstructed at the Contractors expense.

New curbs shall be attached to existing curbs by means of steel dowels measuring a minimum of 12" long Grade 60 No. 4 rebar with a minimum of 6" embedment into both the new and existing curbs, and gutters.

New sidewalk shall be attached to existing curbs by means of steel dowels measuring a minimum of 9" long Grade 60 No. 4 rebar at 18 inches on center with a minimum of 3" embedment into the existing curb.

Curb ramp detectable warning surface shall consist of prefabricated raised truncated domes in conformance with the Caltrans Standard Plan A88 and these special provisions. The color of the detectable warning surface shall be yellow conforming to Federal Standard 595B, Color No. 33538. Prefabricated detectable warning surface shall be in conformance with the requirements established by the Department of General Services, Division of State Architect and be attached in conformance with the manufacturer's recommendations. The manufacturer shall provide a written 5-year warranty for prefabricated detectable warning surfaces, guaranteeing replacement when there is defect in the dome shape, color fastness, sound-on-cane acoustic quality, resilience, or attachment. The warranty period shall begin upon acceptance of the contract.

10-6.2 Payment: Concrete Sidewalk will be paid for at the contract **square foot** price, which price shall include full compensation for furnishing all labor, materials, tools, and equipment, and doing all work included in constructing sidewalk complete in place as specified, including:

- finishing and placing expansion joint filler,
- applying curing materials,
- constructing weakened plane joints,
- excavating,
- backfill,
- curing materials,
- forms,
- reinforcing,
- adjusting existing pull boxes and water meter boxes to finish grade,
- Portland cement concrete,
- concrete color,
- providing string lines and forms for Engineer's approval,
- removing discoloring,
- tree protection,
- saw cutting,
- removing and disposing of concrete,
- conforming to existing sidewalk,
- conforming to and doweling into existing curb,

and any other items necessary to construct sidewalk not specifically enumerated in the plans or these specifications, and no additional allowance will be made therefor.

Concrete Driveway will be paid for at the contract **square foot** price, which price shall include full compensation for furnishing all labor, materials, tools, and equipment, and doing all work included in constructing driveway complete in place as specified, including:

- finishing and placing expansion joint filler,
- applying curing materials,
- constructing weakened plane joints,
- excavating,
- backfill,
- curing materials,
- forms,
- reinforcing,
- Portland cement concrete,
- thickening for driveway,
- concrete color,
- providing string lines and forms for Engineer's approval,
- removing discoloring,
- tree protection,
- saw cutting,
- removing and disposing of concrete,

and any other items necessary to construct driveway not specifically enumerated in the plans or these specifications, and no additional allowance will be made therefor.

Curb and Gutter will be paid for at the contract **linear foot** price, which price shall include full compensation for furnishing all labor, materials, tools, and equipment, and doing all work included in constructing curb and gutter complete in place as specified, including:

- finishing and placing expansion joint filler,
- applying curing materials,
- constructing weakened plane joints,
- excavating,
- backfill,
- curing materials,
- forms,
- reinforcing,
- Portland cement concrete,
- concrete color,
- providing string lines and forms for Engineer's approval,
- removing discoloring,
- tree protection
- saw cutting,
- removing and disposing of concrete,
- conforming to and doweling into existing curb and gutter,
-

and any other items necessary to construct curb and gutter not specifically enumerated in the plans or these specifications, and no additional allowance will be made therefor.

Pedestrian Ramps will be paid for at the contract **price each**, which price shall include full compensation for furnishing all labor, materials, tools, and equipment, and doing all work included in constructing pedestrian ramp complete in place as specified, including:

- finishing and placing expansion joint filler,
- applying curing materials,
- constructing weakened plane joints,
- excavating,
- backfill,
- curing materials,
- forms,
- reinforcing,
- adjusting existing pull boxes the signal pole to finish grade,
- Portland cement concrete,
- concrete color,
- providing string lines and forms for Engineer's approval,
- removing discoloring,
- tree protection,

- saw cutting,
- installing detectable warning surface,

and any other items necessary to construct pedestrian ramp not specifically enumerated in the plans or these specifications, and no additional allowance will be made therefor. For measurement purposes, this pay item will include all concrete adjacent to new curb and gutter.

END OF SECTION 10

PROJECT PLANS FOR :

OAK MANOR DRIVE SIDEWALK IMPROVEMENTS

MARCH 2012

FOR THE

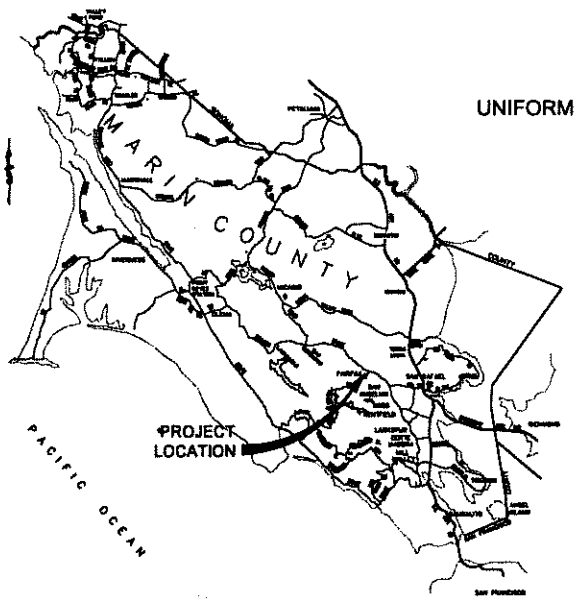
TOWN OF FAIRFAX

MARIN COUNTY, CALIFORNIA

FOR USE IN CONJUNCTION WITH :

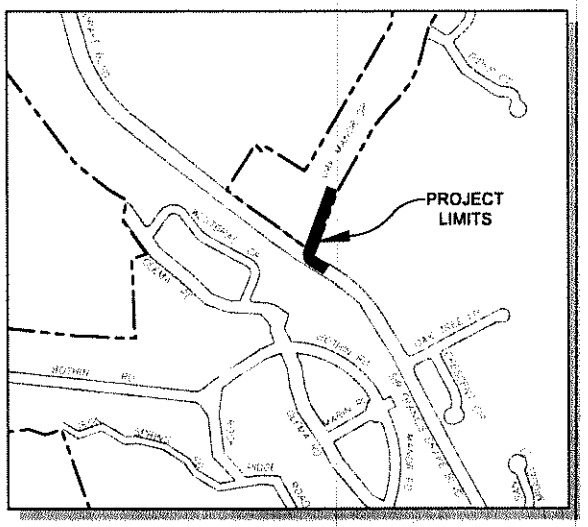
CALTRANS STANDARD PLANS DATED MAY 2006

UNIFORM CONSTRUCTION STANDARDS, ALL CITIES AND COUNTY OF MARIN, MAY 2008



VICINITY MAP

NOT TO SCALE



LOCATION MAP

NOT TO SCALE

INDEX OF SHEETS

No.	SHEET TITLE
1	TITLE SHEET
2	PROJECT DATA AND SURVEY CONTROL
3	PLAN VIEW – OAK MANOR DRIVE
4	CONSTRUCTION DETAILS

Coastland Civil Engineering, Inc.
1400 Neotomas Avenue, Santa Rosa, CA 95405
707.571.8005 707.571.8037 fax

PAUL W. WADE R.C.E. 51909 03-21-2012 DATE
LICENSE EXPIRATION: 06-30-12

TOWN OF FAIRFAX
APPROVED DATE _____
MICHAEL ROCK
TOWN MANAGER

CCE JOB NUMBER 38-2518

DRAWING DATE MARCH 2012

DRAWING NUMBER 1 OF 4

FOR REDUCED PLANS, THE ORIGINAL SCALE IS IN INCHES 0 1 2 3

GENERAL NOTES

1. EXCAVATIONS OVER FIVE FEET (5') DEEP REQUIRE AN EXCAVATION PERMIT FROM THE STATE DEPARTMENT OF INDUSTRIAL SAFETY.
2. CONTRACTOR SHALL CALL "USA NORTH" AT (800) 227-2600 AT LEAST ONE (1) WEEK PRIOR TO START OF CONSTRUCTION FOR LOCATING UNDERGROUND UTILITIES.
3. CONSTRUCTION CONTRACTOR AGREES THAT IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICES, CONSTRUCTION CONTRACTOR WILL BE REQUIRED TO ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THE PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY; THAT THIS REQUIREMENT SHALL BE MADE TO APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS, AND CONSTRUCTION CONTRACTOR FURTHER AGREES TO DEFEND, INDEMNIFY AND HOLD DESIGN PROFESSIONAL HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE DESIGN PROFESSIONAL.
4. UNAUTHORIZED CHANGES & USES: THE ENGINEER PREPARING THESE PLANS WILL NOT BE RESPONSIBLE FOR, OR LIABLE FOR, UNAUTHORIZED CHANGES TO OR USES OF THESE PLANS. ALL CHANGES TO THE PLANS MUST BE IN WRITING AND MUST BE APPROVED BY THE PREPARER OF THESE PLANS.
5. NOTICE TO CONTRACTORS: THE EXISTENCE AND LOCATION OF ANY UNDERGROUND UTILITY LINES OR STRUCTURES SHOWN ON THESE PLANS WERE OBTAINED BY A FIELD REVIEW ONLY. THE CONTRACTOR IS REQUIRED TO TAKE DUE PRECAUTIONARY MEASURES TO PROTECT THE UTILITY LINES SHOWN AND ANY OTHER LINES NOT OF RECORD OR NOT SHOWN ON THESE PLANS.
6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGES TO TOWN OR OTHER UTILITIES CAUSED BY HIS OPERATIONS.
7. THE CONTRACTOR SHALL MAINTAIN REASONABLE ACCESS TO ALL DRIVEWAYS DURING CONSTRUCTION. MAIL SERVICE SHALL BE MAINTAINED THROUGHOUT THE COURSE OF THIS PROJECT. THE U.S. POSTAL SERVICE SHALL HAVE UNINTERRUPTED ACCESS TO MAILBOXES AT ALL TIMES.
8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OFF-SITE DISPOSAL OF ALL BITUMINOUS PAVEMENT, CONCRETE AND REINFORCEMENT, AND SPOILS NOT NEEDED FOR BACKFILL AS REQUIRED BY THE ENGINEER AND PER THE SPECIFICATIONS.
9. PRIOR TO THE START OF CONSTRUCTION THE CONTRACTOR SHALL PROVIDE THE TOWN OF FAIRFAX PUBLIC WORKS DEPARTMENT A TRAFFIC PLAN IN ACCORDANCE WITH THE PROJECT SPECIFICATIONS.
10. PRIOR TO SHOULDER WIDENING OR PAVING CONFORM, CONTRACTOR SHALL RECEIVE APPROVAL FROM A TOWN REPRESENTATIVE.

ABBREVIATIONS

CONC	CONCRETE	RC	RELATIVE COMPACTION
EG	EXISTING GROUND	STA	STATION
EP	EDGE OF PAVEMENT	SW	SIDEWALK
EXIST, EX	EXISTING	TRC	TOP OF ROLL CURB
FC	FACE OF CURB	TYP	TYPICAL
FL	FLOWLINE	WM	WATER METER
FS	FINISH SURFACE		

LEGEND

DESCRIPTION	PROPOSED	EXISTING
ASPHALT CONCRETE RE-PAVE		N/A
WIDEN ROAD SHOULDER		N/A
CONCRETE	N/A	
FLASHING BEACON SIGN	•	•
FENCE	N/A	
WATER METER	N/A	
SURVEY CONTROL POINT	△	N/A

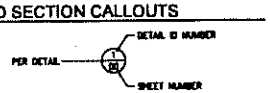
CONSTRUCTION NOTE DESIGNATIONS

(R1) = ROADWAY AND RELATED ITEMS CONSTRUCTION NOTES.

(W1) = WATER AND RELATED ITEMS CONSTRUCTION NOTES.

DETAIL AND SECTION CALLOUTS

DETAILS:



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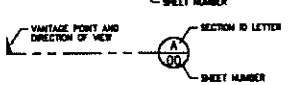


BENCHMARK

CONTROL POINT NO. 3. A SET MAG NAIL IN ASPHALT, AS SHOWN. ELEVATIONS WERE DETERMINED USING GPS OBSERVATIONS AND ARE RELATATED TO THE 2008 CENTRAL COAST HEIGHT MODERNIZATION PROJECT. ELEVATION = 183.86 (NAVD 88)

BASIS OF BEARINGS

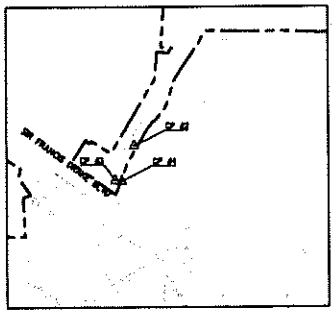
BEING NORTH 27°31'25" WEST BETWEEN CORS STATIONS P181 AND P188 AS DETERMINED BY GPS OBSERVATIONS. COORDINATE VALUES ARE BASED ON THE CENTRAL COAST HEIGHT MODERNIZATION PROJECT, EPOCH 2008.00.

TOPOGRAPHIC MAP

THE TOPOGRAPHY MAP REPRESENTS A FIELD SURVEY MADE BY CINQUINI & PASSARINO, INC. LAND SURVEYORS ON DECEMBER 12, 2011 AND REPRESENTS THE VISUAL SURFACE CONDITIONS AS OF AFORESAID DATE.

SURVEY CONTROL DATA:

POINT#	NORTHING	EASTING	ELEVATION	DESCRIPTION
CP# 2	2192119.13	5857929.11	174.34	FND CUT-X-IN CONC
CP# 3	2191804.88	5857757.58	183.86	SET MAG NAIL
CP# 4	2191798.20	5857815.94	183.80	FND 1/2" PIN/REF/USAL ROD



SURVEY CONTROL MAP
NOT TO SCALE

TREE PROTECTION NOTES:

1. CAUTION SHALL BE EXERCISED WHEN DIGGING WITHIN THE DRIPLINE OF ANY TREE. ALL EXCAVATION, TRENCHING AND GRADING OPERATIONS SHALL BE CONDUCTED IN SUCH A MANNER TO MINIMIZE THE DAMAGE TO EXISTING TREE ROOTS. HAND DIGGING SHALL BE USED WHERE NECESSARY TO PROTECT TREE ROOTS. WHERE TREE ROOTS ARE ENCOUNTERED, ROOT PRUNING SHALL BE ACCOMPLISHED BY USE OF SHARP TOOLS APPROPRIATE FOR THE SIZE OF ROOT TO BE CUT. EACH CUT SHALL BE CLEAN WITH NO TORN BARK OR SPLINTERED WOOD REMAINING ON THE TREE.
2. WORK WITHIN THE DRIPLINE OF TREES SHALL BE ONLY AS NECESSARY TO COMPLETE THE WORK. UNNECESSARY DRIVING OR STAGING OF EQUIPMENT OR MATERIALS WITHIN THE DRIPLINE OF TREES SHALL NOT BE PERMITTED. RINSING OF TOOLS OR EQUIPMENT WITHIN THE DRIPLINE OF TREES IS PROHIBITED.

FOR REDUCED PLANS, THE O ORIGINAL SCALE IS IN INCHES 1 2 3

PREPARED UNDER THE DIRECTION OF PAUL W. WADE, RCE 51908 — DATE 03-21-12

DESIGNED BY ATT | DRAWN BY CLEVLAK | REVIEWED BY ATT

Coastland Civil Engineering, Inc.
1400 Neotomas Avenue, Santa Rosa, CA 95405
707.571.8005 707.571.8037 Fax

FAIRFAX CALIFORNIA

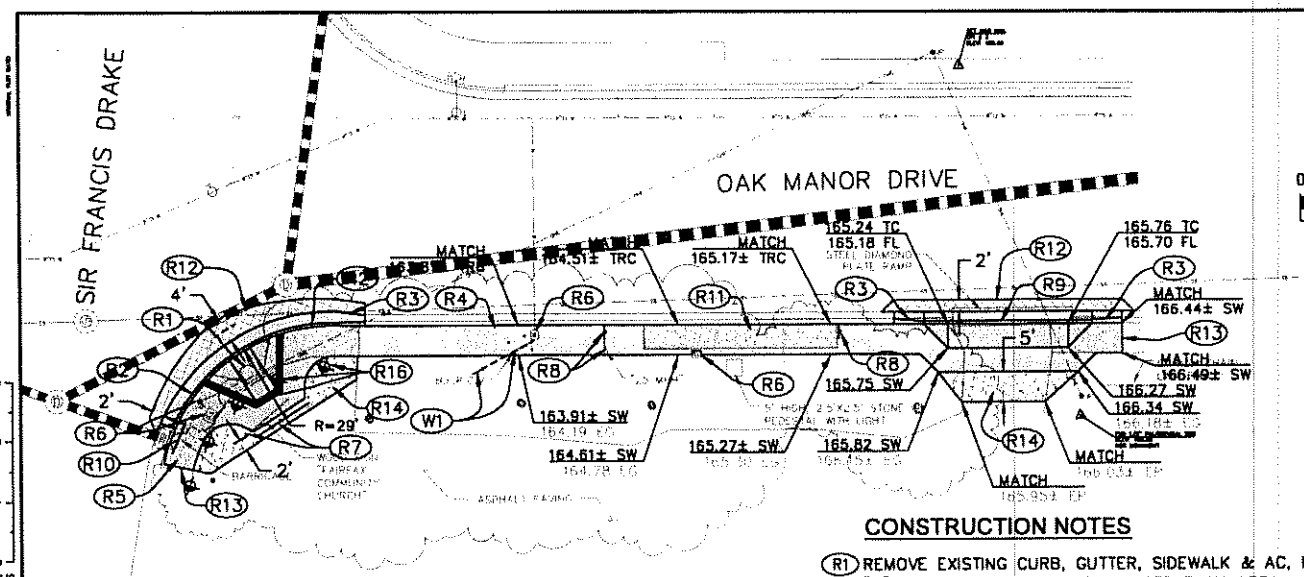
OAK MANOR DRIVE
SIDEWALK IMPROVEMENTS

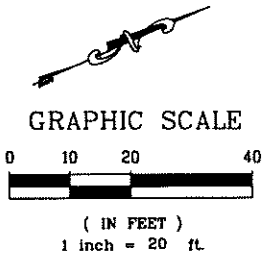
PROJECT DATA AND SURVEY CONTROL

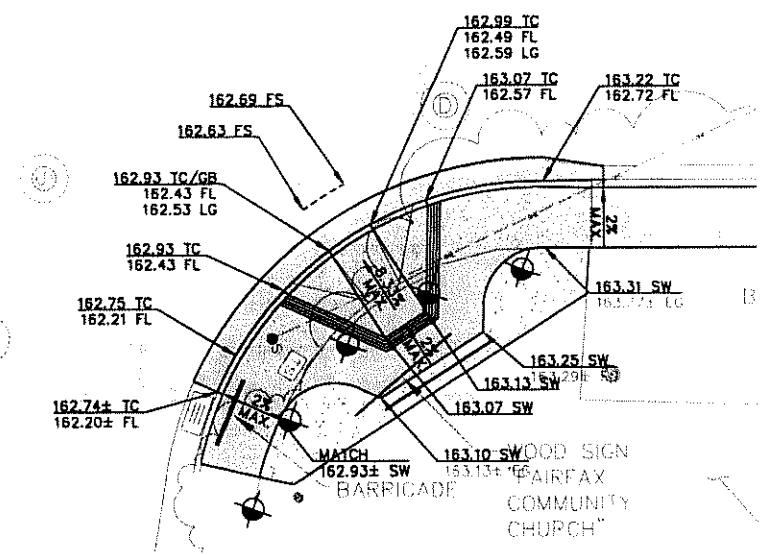
PROJECT NUMBER 38-2518

DRAWING DATE MARCH 2012

SHEET NUMBER 2 OF 4







CONSTRUCTION NOTES

(R1) REMOVE EXISTING CURB, GUTTER, SIDEWALK & AC, INSTALL CASE "A" CURB RAMP PER CALTRANS STD PLAN A88A.

(R2) INSTALL TYPE A CURB & GUTTER PER COUNTY OF MARIN STD 100 & 105.

(R3) CONSTRUCT 5' LONG STANDARD CURB & GUTTER TO ROLL CURB & GUTTER TRANSITION.

(R4) INSTALL 5' WIDE TYPE A SIDEWALK PER COUNTY OF MARIN STD 100 & 105. COMPACT NATIVE TO 95% R.C. & POUR CONCRETE ON COMPACTED NATIVE.

(R5) CONSTRUCT 5' LONG CROSS SLOPE TRANSITION.

(R6) ADJUST TO FINISH GRADE.

(R7) REMOVE & SALVAGE EXISTING PRIVATE SIGN, RELOCATE AS SHOWN ON THE PLANS. INSTALL WITH NEW POSTS.

(R8) INSTALL ROADSIDE PER DETAIL (1/4) SALVAGE EXISTING SIGN PANELS.

(R9) REMOVE STEEL PLATE, ROLL CURB & AC DRIVEWAY; INSTALL SIDEWALK AND DRIVEWAY PER MARIN COUNTY STD 120 & 130 WITH STANDARD CURB.

(R10) RESET PEDESTRIAN BARRICADE.

(R11) REMOVE EXISTING SIDEWALK.

(R12) SAWCUT & REMOVE EXISTING PAVEMENT AS SHOWN ON THE PLANS & PLACE 6" FULL DEPTH AC IN 2 LIFTS.

(R13) SAWCUT & CONFORM TO EXISTING.

(R14) SAWCUT & REMOVE EXISTING PAVEMENT AS SHOWN ON THE PLANS & CONSTRUCT AC CONFORM, 2" ASPHALT CONCRETE.

(R16) RE-SET PROPERTY CORNER, TYPICAL OF 5.

(W1) REMOVE EXISTING BACKFLOW DEVICE; INSTALL NEW BACKFLOW DEVICE, BEHIND NEW SIDEWALK.

FOR REDUCED PLANS, THE 0 ORIGINAL SCALE IS IN INCHES

PREPARED UNDER THE DIRECTION OF
DATE 01-2-12
DESIGNED BY HCJ
DRAWN BY KLK
REVIEWED BY PWP

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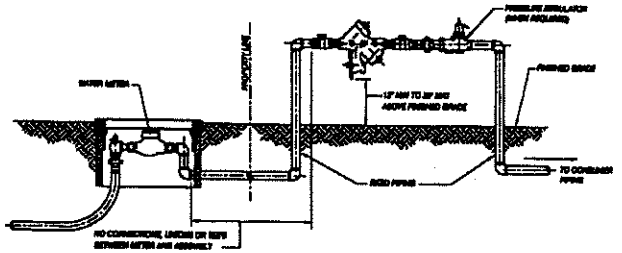
OAK MANOR DRIVE
SIDEWALK IMPROVEMENTS
FAIRFAX CALIFORNIA

PLAN VIEW
OAK MANOR DRIVE

PROJECT NUMBER 38-2519
DRAWING DATE MARCH 2012
SHEET NUMBER 3 of 4



SIDE ELEVATION

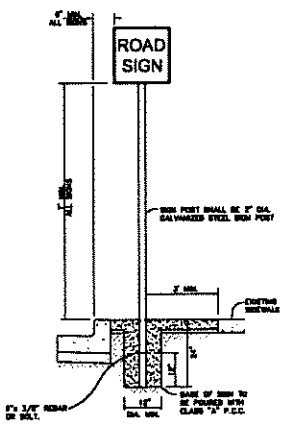
STANDARD INSTALLATION INSTRUCTIONS BACKFLOW ASSEMBLIES

NOTES:

1. BACKFLOW ASSEMBLIES SHALL BE ONLY THOSE APPROVED BY THE DISTRICT.
2. ANY DEVIATION FROM THE METHODS DESCRIBED HEREIN MUST RECEIVE APPROVAL PRIOR TO INSTALLATION.
3. BACKFLOW ASSEMBLIES SHALL BE INSTALLED ON THE CONSUMER PROPERTY, AT THE METER, HORIZONTALLY, BETWEEN 12 AND 30 INCHES ABOVE FINISHED GRADE WITH SUFFICIENT ACCESS TO ALLOW FOR TESTING AND MAINTENANCE. NO OUTLETS, TEES, TAPS, BY-PASSES, OR OTHER CONNECTIONS, TEMPORARY OR PERMANENT, SHALL BE INSTALLED BETWEEN THE WATER METER AND THE BACKFLOW ASSEMBLY. PRESSURE REDUCING VALVES, SHUTOFF VALVES (NOT PART OF THE BACKFLOW ASSEMBLY), PUMPS, ETC. SHALL BE INSTALLED DOWNSTREAM OF THE BACKFLOW ASSEMBLY.
4. ALTERNATE INSTALLATION LOCATIONS OR ARRANGEMENTS SHALL BE REVIEWED AND APPROVED BY THE DISTRICT PRIOR TO INSTALLATION.

SPECIAL NOTE:

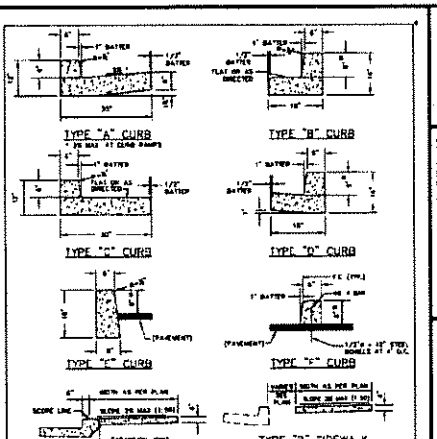
1. INSTALLATION OF A BACKFLOW ASSEMBLY CREATES A CLOSED WATER SYSTEM. THE DISTRICT RECOMMENDS INSTALLATION OF THERMAL EXPANSION PROTECTION AS REQUIRED BY THE UNIFORM PLUMBING CODE.
2. WHERE NECESSARY THE BACKFLOW ASSEMBLY SHOULD BE PROTECTED FROM VEHICLE DAMAGE.
3. WATER SERVICES WHICH CANNOT BE TURNED OFF FOR SHORT DURATIONS SHOULD HAVE BACKFLOW ASSEMBLIES INSTALLED IN PARALLEL.



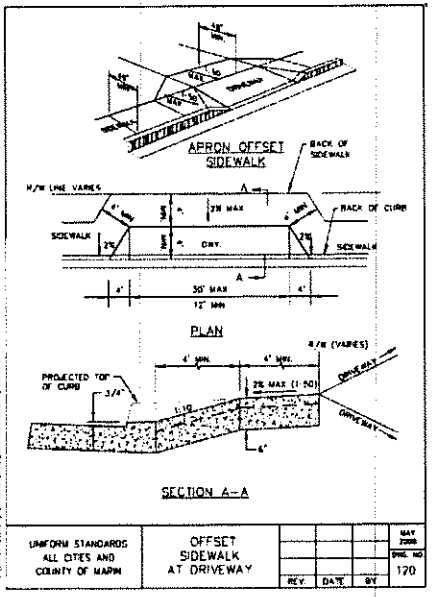
SIGN POST LOCATION DETAIL 1/–

1. EXISTING CONCRETE SHALL BE REMOVED AT EXPANSION OR WEAKENED PLANE JOINTS OR AT SAWCUTS, AS FIELD MARKED BY AGENCY ENGINEER. SAWCUTS MUST GO ENTIRELY THROUGH CONCRETE.
2. FOR NEW DEVELOPMENT, NO UTILITY BOXES OR POLES WILL BE PERMITTED IN THE SIDEWALK AREA WITHOUT THE PRIOR WRITTEN APPROVAL OF THE AGENCY ENGINEER.
3. WHERE UNDERCUT SUBGRADE OR UNSUITABLE SUBGRADE MATERIAL IS ENCOUNTERED, THE AGENCY ENGINEER MAY REQUIRE REMOVAL WORK TO BE DONE, INCLUDING OVER EXCAVATION AND BACKFILLING WITH CRUSHED ROCK AND, WHEN DIRECTED BY THE ENGINEER, PLACING GEOTEXTILE FABRIC BENEATH THE NEW CONCRETE SECTION.
4. SUBGRADE SHALL BE COMPACTED TO AT LEAST 95% RELATIVE COMPACTION IN THE TOP 9½ INCHES.
5. NEW WORK SHALL MATCH EXISTING AS CLOSELY AS POSSIBLE IN FORM, SCORING AND COLOR. FOR NEW INSTALLATIONS PLACED ADJACENT TO EXISTING, (E.G. DARK BLACK #6004 (OR EQUIVALENT) PER DL 90, CONCRETE SHALL BE ADDED TO MIX.
6. EXCEPT WHERE SPECIFIED OTHERWISE HEREIN, NO ADMIXTURES SHALL BE USED WITHOUT THE PERMISSION OF THE AGENCY ENGINEER.
7. FORMS SHALL HOLD GRADE AND FORM FACES SHALL NOT VARY FROM THE DIMENSIONS SHOWN BY MORE THAN 1/2 INCH.
8. NO CONCRETE SHALL BE PLACED UNTIL THE AGENCY ENGINEER HAS INSPECTED AND APPROVED FORMS AND SUBGRADE/BASE.
9. SUBGRADE/BASE SHALL BE THOROUGHLY WETTED IMMEDIATELY PRIOR TO PLACING CONCRETE.
10. CONCRETE SHALL BE A MINIMUM CLASS B (5 SACK MIX) WITH 1 INCH MAXIMUM AGGREGATE FROM AN APPROVED MIXING PLANT. NO BAGGED MIX IS PERMITTED.
11. CONCRETE SHALL HAVE A SLUMP OF NOT MORE THAN FOUR INCHES.
12. FOR SIDEWALKS AND DRIVEWAY APPROACHES, 1/4 INCH DEEP SCORE LINES SHALL BE PLACED AT FOUR FEET ON CENTER OR AS DIRECTED BY THE AGENCY ENGINEER.
13. WEAKENED PLANE JOINTS AT LEAST 3/4" DEEP SHALL BE PLACED AT A MINIMUM 10 FEET ON CENTER EXCEPT FOR SIDEWALKS AND DRIVEWAY APPROACHES WHICH SHALL BE A MINIMUM 5 FEET ON CENTER.
14. 3/8 INCH THICK EXPANSION JOINTS SHALL BE PLACED ON BOTH SIDES OF DRIVEWAY APPROACHES, AT CURB AND SIDEWALK RETURN POINTS, DRAINAGE STRUCTURES AND OTHER LOCATIONS AS SHOWN ON THE PLANS.
15. ALL EXPOSED EDGES SHALL BE ROUNDED WITH 1/2 INCH RADIUS TOOL.
16. ALL FLAT SURFACES SHALL BE LIGHT BROOM FINISHED UNLESS OTHERWISE SPECIFIED BY AGENCY ENGINEER.
17. CURBS, SIDEWALKS AND DRIVEWAY APPROACHES SHALL HAVE FORMS REMOVED AND BE BACKFILLED WITHIN SEVEN DAYS AFTER POURING.
18. THE DESIGNATED DIMENSIONS AND SLOPES MAYBE MODIFIED TO ACCOMMODATE EXISTING ADJACENT FACILITIES SUBJECT TO THE APPROVAL OF THE AGENCY ENGINEER.

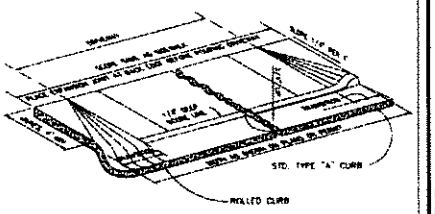
UNIFORM STANDARDS ALL CITIES AND COUNTY OF MARIN	REQUIREMENTS FOR CONCRETE CURB, GUTTER, SIDEWALK, DRIVEWAY AND OTHER "FLATWORK"	REV.	DATE	BY	MAY 2008 DWG. NO. 100



UNIFORM STANDARDS ALL CITIES AND COUNTY OF MARIN	CURB, GUTTER AND SIDEWALK DETAILS	REV.	DATE	BY	MAY 2008 DWG. NO. 105



UNIFORM STANDARDS ALL CITIES AND COUNTY OF MARIN	OFFSET SIDEWALK AT DRIVEWAY	REV.	DATE	BY	MAY 2008 DWG. NO. 120



TYPE	TRANSITION WIDTH FROM DRIVEWAY PROJECTION TO OUTER EDGE OF APPROACH	THICKNESS
RESIDENTIAL	2' MIN.	6"
COMMERCIAL	4' MIN.	8"

NOTES:

1. SEE DRAWING NO. 100 FOR GENERAL NOTES.
2. THIS DRIVEWAY STANDARD MAY ONLY BE USED WHERE ANY EXISTING SIDEWALKS (OR PATHWAYS) ARE LOCATED MORE THAN 48" FROM BACK OF CURB (OR EDGE OF PAVEMENT)

UNIFORM STANDARDS ALL CITIES AND COUNTY OF MARIN	DRIVEWAY APPROACH ROLLED CURB AND STANDARD CURB	REV.	DATE	BY	MAY 2008 DWG. NO. 130

PREPARED UNDER THE DIRECTION OF PAUL W. WUDE, RCE 51800 03-21-12 DATE

REVIEWED BY PWW | DRAWN BY MJK | DESIGNED BY MED

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OAK MANOR DRIVE SIDEWALK IMPROVEMENTS

FAIRFAX CALIFORNIA

CONSTRUCTION DETAILS

PROJECT NUMBER 38-2510

DRAWING DATE MARCH 2012

SHEET NUMBER 4 OF 4

FOR REDUCED PLANS, THE ORIGINAL SCALE IS 24 INCHES