



CITY OF SAUSALITO

**NOTICE TO CONTRACTORS,
SPECIAL PROVISIONS,
CONTRACT AND PROPOSAL**

FOR

VINA DEL MAR ACCESSIBILITY PROJECT

FEBRUARY 2013

**TODD TEACHOUT
CITY ENGINEER**

**CITY OF SAUSALITO
420 LITHO STREET
SAUSALITO, CALIFORNIA**

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Viña del Mar Accessibility Project

NOTICE TO BIDDERS

NOTICE IS HEREBY GIVEN that the City of Sausalito will receive sealed bids for the performance of the Work shown and described in the Plans, Specifications and Contract Documents prepared for the above-designated project. Such sealed bids shall be received at the Office of the City Engineer of the City of Sausalito, 420 Litho Street, Sausalito, California 94965 until **February 25, 2013, at 2:00 PM**, which time they will be publicly opened and read. On a date to be determined later, such bids shall be tabulated and submitted to the City Council for consideration and action consistent with the provisions of the Sausalito Municipal Code subsection B of Section 3.30.310.

A Pre-Bid Conference followed by a site visit will be held at the City Hall of Sausalito located at 420 Litho St., Sausalito, CA 94965 in the Conference Room adjacent to the City Council Chambers on Wednesday, February 20, 2013 at 1:00 p.m.

GENERAL DESCRIPTION OF WORK: The Project will remove the existing raised reinforced concrete and brick landing, steps and handrails and replace them with an accessible at-grade scored and colored, Davis Color "Mesa Buff," concrete surface extending to the back of curb along Bridgeway; remove and replace the existing asphalt paving along the easterly side of the landing with an accessible 10-foot wide scored and colored, Davis Color "Mesa Buff," concrete surface; an existing underground vault will be partially demolished and reconstructed; an existing wooden utility shed will be removed and replaced with an electrical code compliant stainless steel pedestal to house certain pump, lighting and irrigation controls relocated from the vault along with PG&E's electric meter. The pedestal will be coated with a fir green coating.

At the three corners of the plaza, the intersections of Bridgeway/El Portal, El Portal/Tracy Way, and Bridgeway/Tracy Way, the existing curb ramps will be removed and replaced with new ramps and landings constructed of seeded aggregate concrete along with detectable warning surfaces. The Veterans' Memorial Plaza area southerly of the confluence of Bridgeway and Tracy Way will be modified to accommodate the new level landing and ramp at that intersection. A new rock wall is to be constructed at the corner of Bridgeway and Tracy Way.

New facilities shall be compliant with the Americans with Disabilities Act, the California Building Code and Title 24 of the California Code of Regulations.

The Project is located in a historically sensitive park and the selected contractor will be required to perform all work to minimize impacts to historic features and landscaping.

A City of Sausalito Encroachment Permit shall be required and the Encroachment Permit fee shall be waived. A Sausalito Business License is required prior to mobilization. Information about Business Licenses can be found on the Sausalito Web Site: <http://www.ci.sausalito.ca.us/Index.aspx?page=127>.

The primary contact for this project is Andrew Davidson, telephone 415-289-4180, and email: adavidson@ci.sausalito.ca.us

ENGINEER'S ESTIMATE: The Engineer's estimate of construction costs for this project is \$157,575 (total).

TIME TO COMPLETE WORK: The Contractor is provided **40 WORKING DAYS** to complete the work beginning on the date determined in the Notice to Proceed.

LIQUIDATED DAMAGES: The Contractor shall pay to the City of Sausalito the sum of \$350 per day, for each and every calendar day's delay in finishing the work in excess of the number of working days prescribed above.

BIDDERS' REQUIREMENTS: Each Bid shall be made in accordance with the Plans, Specifications and Contract Documents prepared therefore, available at the Office of the City Engineer, 420 Litho Street, Sausalito, CA 94965 where they may be examined and copies thereof be obtained for a non-refundable \$50.00 charge. Contract Documents will be mailed for an additional charge of \$10.00 per set Call (415) 289-4106 to check availability

status. Digital copies of the plans and specifications are available on the City website at <http://www.ci.sausalito.ca.us/Index.aspx?page=706>.

Bids shall be submitted only upon proposal forms furnished by the City Engineer. The award of the Contract will be based on the responsible Bidder submitting the lowest qualified responsive Bid. The Bids will be opened by the City Engineer, or a designated representative, at the time and place above stated and a report will be made the City Council at a meeting of the Council following the date of opening of the bids.

Each Bid must be accompanied by a Proposal Guarantee in the form of a certified or cashier's check, currency or Bid Bond, equal to ten percent (10%) of the amount of the Bid. The check or Bond shall be made payable to the City of Sausalito. Any Bid not accompanied by a Proposal Guarantee may be rejected. Such amount accompanying the Bid shall be given as a guarantee that the Bidder will enter into the contract if awarded thereto and the Bidder will file the Contract Bonds and other requisite documents required within the specified time period in accordance with the Instruction to Bidders.

All Bids must be addressed to the City Engineer of the City of Sausalito and shall bear the title or name of the work to be constructed.

The City Council reserves the right to reject any and all Bids, and to waive any irregularity in any Bid received.

Pursuant to Section 1773 of the Labor Code, the general prevailing wage rates in the county, or counties, in which the work is to be done have been determined by the Director of the California Department of Industrial Relations. These wages are set forth in the General Prevailing Wage Rates for this project, available at City of Sausalito address and available from the California Department of Industrial Relations' Internet web site at <http://www.dir.ca.gov>.

Bids will only be accepted from a contractor who is licensed in accordance with the provisions of Chapter 9, Division III of the California Business and Professions Code (BPC). The license required to perform this project is a Class A (GENERAL ENGINEERING) (BPC Subsection 7000 et seq; Subsection 7028.15; 7059).

Bidders should have fully inspected the project site in all particulars and become thoroughly familiar with the terms and conditions of the Contract Documents and local conditions affecting the performance and costs of the work prior to submitting a bid. Submission of a Bid by Bidder warrants that Bidder has visited the site of the Project and is thoroughly familiar with the work required of the Contract Documents.

BONDS: Upon award of the contract, the successful bidder shall furnish a bond for faithful performance in the amount of one hundred percent (100%) of the total bid; it shall also furnish a labor and material bond to secure the payment of all claims of labor and material in the amount of one hundred percent (100%) of the total bid (CC Section 3247). A warranty bond in an amount equal to twenty-five percent (25%) of the total bid shall be required and shall have a term for one year after the City formally accepts the work as complete. Such bonds shall be secured from a surety company satisfactory to the City of Sausalito. No bid or bid security may be withdrawn for 60 calendar days after the bids are opened.

Payment, Performance and Warranty Bonds are required to be filed and approved by the City Engineer before the Contractor begins the Work.

Securities eligible for substitution of Bonds shall be limited to those listed in Government Code Section 16430 or to bank or savings and loan certificates of deposit. Contractor shall be the beneficial owner of any securities so substituted for monies withheld and shall receive any interest or income thereon. Any escrow agreement entered into pursuant to this Section shall contain, as a minimum, the following provisions:

- a) The amount of securities to be deposited.
- b) The terms and conditions of conversion to cash in case of the default of the Contractor; and
- c) The termination of the escrow upon completion of contract.

RETENTION: Contract amounts to be paid under this contract will be subject to a retention to ensure performance. Pursuant to and subject to the provisions of Public Contract Code (PCC) Subsection 22300, the Contractor shall be

entitled to substitute securities for retained monies. The value of any securities so substituted shall be valued by the City's Finance Director, whose decision on the valuation of the securities shall be final.

By order of the City Engineer of the City of Sausalito, County of Marin, State of California.

Dated: _____

CITY OF SAUSALITO

By: _____
Todd Teachout, City Engineer

(DO NOT DETACH)
PROPOSAL TO THE CITY OF SAUSALITO
DEPARTMENT OF PUBLIC WORKS
VIÑA DEL MAR ACCESSIBILITY PROJECT

NAME OF BIDDER _____

BUSINESS P.O. BOX _____

CITY, STATE, ZIP _____

BUSINESS STREET ADDRESS _____

(Please include even if P.O. Box used)

CITY, STATE, ZIP _____

TELEPHONE NO: **AREA CODE ()** _____

FAX NO: **AREA CODE ()** _____

CONTRACTOR LICENSE NO. _____

The work for which this proposal is submitted is for construction in conformance with the special provisions (including the payment of not less than the State general prevailing wage rates or Federal minimum wage rates), the project plans described below, including any addenda thereto, the contract annexed hereto, and also in conformance with the California Department of Transportation Standard Plans, dated May, 2006, the Standard Specifications, dated May, 2006, and the Labor Surcharge and Equipment Rental Rates in effect on the date the work is accomplished.

The plans and special provisions for the work to be done were approved and are titled:

VINA DEL MAR ACCESSIBILITY PROJECT

Bids are to be submitted for the entire work. The amount of the bid for comparison purposes will be the total of all items.

The bidder shall set forth for each unit basis item of work a unit price and a total for the item, and for each lump sum item a total for the item, all in clearly legible figures in the respective spaces provided for that purpose. In the case of unit basis items, the amount set forth under the "Item Total" column shall be the product of the unit price bid and the estimated quantity for the item. In case of discrepancy between the unit price and the total set forth for a unit basis item, the unit price shall prevail, except if the amount set forth as a unit price is unreadable or otherwise unclear, or is omitted, or is the same as the amount as the entry in the item total column, then the amount set forth in the item total column for the item shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the unit price;

If this proposal shall be accepted and the undersigned shall fail to enter into the contract and furnish the 2 bonds in the sums required by the State Contract Act, with surety satisfactory to the *CITY OF SAUSALITO* within 8 days, not including Saturdays, Sundays and legal holidays, after the bidder has received notice from the *CITY OF SAUSALITO* that the contract has been awarded, the *CITY OF SAUSALITO* may, at its option, determine that the bidder has abandoned the contract, and thereupon this proposal and the acceptance thereof shall be null and void and the forfeiture of the security accompanying this proposal shall operate and the same shall be the property of the *CITY OF SAUSALITO* .

The undersigned, as bidder, declares that the only persons or parties interested in this proposal as principals are those named herein; that this proposal is made without collusion with any other person, firm, or corporation; that he has carefully examined the location of the proposed work, the annexed proposed form of contract, and the plans therein referred to; and he proposes, and agrees if this proposal is accepted, that he will contract with the *CITY OF SAUSALITO*, in the form of the copy of the contract annexed hereto, to provide all necessary machinery, tools, apparatus and other means of construction, and to do all the work and furnish all the materials specified in the

contract, in the manner and time therein prescribed, and according to the requirements of the Engineer as therein set forth, and that he will take in full payment therefore the following prices, to wit:

**CITY OF SAUSALITO
VINA DEL MAR ACCESSIBILITY PROJECT**

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

In compliance with your Advertisement for Bids, BIDDER hereby proposes to perform all WORK for the construction of Project No. _____ 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 five (5) days of the date to be specified in the NOTICE TO PROCEED and to fully complete the PROJECT within forty (40) consecutive working days. BIDDER further agrees to pay as liquidated damages, the sum of \$350.00 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.

Item	Description	QTY	UNIT	UNIT PRICE	EXTENDED PRICE
1	Mobilization/Demobilization	1	LS		
2	Protection and Preservation of Trees	1	LS		
3	Remove Existing Sidewalk/Curb Ramp	1025	SF		
4	Remove Existing Curb and Gutter	76	LF		
5	Remove Existing AC and Base	145	SF		
6	Remove Existing Raised Reinforced Concrete and Brick Landing	775	SF		
7	Adjust Utilities to Grade	3	EA		
8	Utility Relocation	1	LS		
9	PCC Surface, Color “Mesa Buff”	840	SF		
10	Mexican Pebble Concrete Sidewalk	434	SF		
11	Ramps, Landings and Truncated Domes	3	EA		
12	Curb and Gutter	61	LF		
13	New Rock Wall	26	SF		
14	Veterans’ Memorial Plaza Reconfiguration	1	LS		
15	Benches	2	EA		
16	Underground Vault Renovation	1	LS		
17	Electrical System	1	LS		
TOTAL BID (use figures)					

TOTAL BID FOR ALL BID ITEMS (use figures)

\$ _____

TOTAL BID FOR ALL ITEMS (use words)

_____ dollars and
_____ cents

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

Respectfully submitted (Please type or print):

Signature

Address

Title

Date

License Number (if applicable)

Telephone Number

SEAL – if BID is by a Corporation

attest

The Bidder shall list the name and address of each subcontractor to whom the Bidder proposes to subcontract portions of the work, as required by the provisions in Section 2-1.054, "Required Listing of Proposed Subcontractors," of the Standard Specifications and Section 2-1.01, "General," of the special provisions.

LIST OF SUBCONTRACTORS

Name and Address

**Description of Portion
of Work Subcontracted**

(THE BIDDER'S EXECUTION ON THE SIGNATURE PORTION OF THIS PROPOSAL SHALL ALSO CONSTITUTE AN ENDORSEMENT AND EXECUTION OF THOSE CERTIFICATIONS WHICH ARE A PART OF THIS PROPOSAL)

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

The bidder _____, proposed subcontractor _____, hereby certifies that he has _____, has not _____, participated in a previous contract or subcontract subject to the equal opportunity clauses, as required by Executive Orders 10925, 11114, or 11246, and that, where required, he has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

Note: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b) (1)), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts, which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of \$10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b) (1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

PUBLIC CONTRACT CODE

Public Contract Code Section 10285.1 Statement

In conformance with Public Contract Code Section 10285.1 (Chapter 376, Stats. 1985), 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 1101, with any public entity, 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 this Proposal on the signature portion thereof shall also constitute signature of this Statement. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

Public Contract Code Section 10162 Questionnaire

In conformance 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 Code 10232 Statement

In conformance 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.

Note: The above Statement and Questionnaire are part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement and Questionnaire.

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

Noncollusion Affidavit

(Title 23 United States Code Section 112 and
Public Contract Code Section 7106)

TO THE CITY OF SAUSALITO
DEPARTMENT OF PUBLIC WORKS

In accordance with Title 23 United States Code Section 112 and Public Contract Code 7106 the bidder declares 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.

DESIGNATION OF INSURANCE AGENT OR BROKER

It is proposed that the following insurance agent or broker will provide policies of insurance or insurance certificates as are required by the General Provisions.

Insurance Agent or Broker _____

Street _____

City, Zip _____

Telephone _____

STATEMENT OF BIDDER

Please state whether you, or any officer of yours, or any employee of yours who may have a proprietary interest in your bid, have 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 safety regulations.

YES _____ NO _____

If your answer is yes, explain the circumstances.

I declare under penalty of perjury that the foregoing information is true and correct.

Executed at _____ on _____
_____, 2013

CITY OF SAUSALITO
DEPARTMENT OF PUBLIC WORKS

BIDDER'S BOND

We, _____
_____ as Principal, and

_____ as Surety are bound unto the City of Sausalito, State of California, hereafter referred to as "Obligee", in the penal sum of ten percent (10%) of the total amount of the bid of the Principal submitted to the Obligee for the work described below, for the payment of which sum we bind ourselves, jointly and severally,

THE CONDITION OF THIS OBLIGATION IS SUCH, THAT:

WHEREAS, the Principal is submitted to the Obligee, for _____

(Copy here the exact description of work, including location as it appears on the proposal)

for which bids are to be opened at _____ on _____
(Insert place where bids will be opened) (Insert date of bid opening)

NOW, THEREFORE, if the Principal is awarded the contract and, within the time and manner required under the specifications, after the prescribed forms are presented to him for signature, enters into a written contract, in the prescribed form, in conformance with the bid, and files two bonds with the Obligee, one to guarantee faithful performance of the contract and the other to guarantee payment for labor and materials as provided by law, then this obligation shall be null and void; otherwise, it shall remain in full force.

In the event suit is brought upon this bond by the Obligee and judgement is recovered, the Surety shall pay all costs incurred by the Obligee in such suit, including a reasonable attorney's fee to be fixed by the court.

Dated: _____, 20____.

Principal

Surety
By _____
Attorney-in-fact

CERTIFICATE OF ACKNOWLEDGEMENT

State of California
City/County of _____ SS

On this _____ day of _____ in the year 20 _____ before me __, personally appeared _____, *Attorney-in-fact*, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument as the *attorney-in-fact* of _____, and acknowledged to me that he (she) subscribed the name of the said company thereto as surety, and his (her) own name as attorney-in-fact.

(SEAL) _____
Notary *Public*

**CITY OF SAUSALITO
DEPARTMENT OF PUBLIC WORKS**

**SPECIAL PROVISIONS
VINA DEL MAR ACCESSIBILITY PROJECT**

SECTION 1. SPECIFICATIONS AND PLANS

The work embraced herein shall be done in accordance with the Standard Specifications dated May 2006; the Standard Plans dated May 2006, of the State of California Department of Transportation insofar as the same may apply and in accordance with the following Special Provisions; and the Uniform Construction Standards All Cities and County of Marin, adopted May 2008,

In case of conflict between the Standard Specifications and these Special Provisions, the Special Provisions shall take precedence over and be used in lieu of such conflicting portions.

DEFINITIONS AND TERMS

As used herein, unless the context otherwise requires, the following terms have the following meaning:

DEPARTMENT OF TRANSPORTATION

City Council of the City of Sausalito, State of California.

DIRECTOR OF TRANSPORTATION

City Council of the City of Sausalito, State of California.

ENGINEER

The Director of Public Works of the City of Sausalito acting either directly or through properly authorized agents, such agents acting within the scope of the particular duties entrusted to them.

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 and work involved in the contract.

CITY

The City of Sausalito.

STANDARD SPECIFICATIONS

The 2006 edition of the Standard Specifications of the State of California, Department of Transportation. Any reference therein to the State of California or a State agency, office, or officer shall be interpreted to refer to the City or its corresponding agency, office, or officer acting under this contract.

STANDARD PLANS

Standard Plans shall mean the standard plans of the State of California, Business and Transportation Agency, Department of Transportation dated May 2006.

UNIFORM CONSTRUCTION STANDARDS

Uniform Construction Standards shall mean the Uniform Construction Standards approved and adopted by the Cities of Marin and County of Marin, in 2008.

CONTRACT DOCUMENTS

The work shall conform to the requirements of all the following contract documents:

Project Plans.

These specifications, including the Notice to Contractors

The Standard Specifications, insofar as they may apply.

The Standard Plans, insofar as they may apply.

The Uniform Construction Standards, insofar as they may apply.

The Proposal and the Contract (or Agreement).

The contract bond required herein.

Any supplemental agreements amending or extending the work.

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

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

IN CASE OF CONFLICT BETWEEN THE STANDARD SPECIFICATIONS AND THESE FOLLOWING PROVISIONS, THESE PROVISIONS SHALL TAKE PRECEDENCE OVER AND BE USED IN LIEU OF SUCH CONFLICTING PORTIONS. IT IS THE INTENT OF THIS CONTRACT TO OBTAIN A FINISHED, WORKMANLIKE JOB, COMPLETE IN PLACE.

SECTION 2. PROPOSAL REQUIREMENTS AND CONDITIONS

2-1.01 GENERAL

The bidder's attention is directed to the provisions in Section 2, "Proposal Requirements and Conditions," of the Standard Specifications and these Special Provisions for the requirements and conditions which he/she must observe in the preparation of the proposal form and the submission of the bid.

The last sentence in Section 21.01, "Contents of Proposal Forms," of the Standard Specifications are deleted.

After the fifth paragraph of Section 21.03, "Examination of Plans, Specifications, Contract, and Site of Work," the following is added:

When cross sections are included with the contract plans, it is expressly understood and agreed that said cross sections do not constitute part of the contract, do not necessarily represent actual site conditions or show location, character, dimensions and details of work to be performed, and are included in the plans only for the convenience of bidders and their use is subject to all the conditions and limitations set forth in Section 21.03.

When cross sections were not included in the plans, but are available, Bidders or Contractors may inspect such cross sections and obtain copies for their use, at their expense.

The first sentence of the second paragraph in Section 21.05, "Proposal Forms," of the Standard Specifications is amended to read:

The proposal form is bound together with the contract.

The last paragraph in Section 21.07, "Proposal Guaranty," of the Standard Specifications is amended to read:

The bidder's bond shall be issued to the "City of Sausalito," and in the usual form of the surety.

2-1.02 REQUIRED LISTING OF PROPOSED SUBCONTRACTORS

Each proposal shall have listed therein the name and address of each subcontractor to whom the bidder proposes to subcontract portions of the work in the amount of 1/2 of one percent of his total bid or \$10,000, whichever is greater, in accordance with the Subletting and Subcontracting Fair Practices Act, commencing with Section 4100 of the Public Contract Code. The bidder's attention is invited to other provisions of said Act related to the imposition of penalties for a failure to observe its provisions by using unauthorized subcontractors or by making unauthorized substitutions.

A SHEET FOR LISTING THE SUBCONTRACTORS, AS REQUIRED HEREIN, IS INCLUDED IN THE PROPOSAL.

SECTION 3. AWARD AND EXECUTION OF CONTRACT

3-1.01 GENERAL

The bidder's attention is directed to the provisions in Section 3, "Award and Execution of Contract," of the Standard Specifications and these Special Provisions. The award of contract, if it be awarded, will be to the lowest responsible bidder whose proposal complies with all the requirements prescribed, and shall be based on budget requirements. If awarded the contract shall be made to the lowest bidder based on the Base Bid Total.

Before the contract is awarded, the Director of Public Works may, at his discretion, require from the proposed Contractor further evidence of qualification, ability to perform, and financial responsibility; and the City Council may consider such evidence in making its decision on the award of the proposed contract.

3-1.02 BONDS

Contractor shall provide, at the time of the execution of the agreement or contract for the work, and at his/her own expense, a surety bond in an amount equal to at least one hundred percent (100%) of the contract price as security for the faithful performance of said agreement. Contractor shall also provide, at the time of the execution of the agreement or contract for the work, and at his/her own expense, a separate surety bond in an amount equal to at least one hundred percent (100%) of the contract price as security for the payment of all persons performing labor and furnishing materials in connection with said agreement. Sureties on each of said bonds shall be satisfactory to the City Attorney.

SECTION 4. BEGINNING OF WORK, TIME OF COMPLETION AND LIQUIDATED DAMAGES

4-1.01 General

The Project will remove the existing raised concrete and brick landing, steps and handrails and replace them with an accessible at-grade scored and colored concrete surface extending to the back of curb along Bridgeway; remove and replace the existing asphalt paving along the easterly side of the landing with an accessible 10-foot wide scored and colored concrete surface; an existing underground vault will be partially demolished and reconstructed; an existing wooden utility shed will be removed and replaced with an electrical code compliant stainless steel pedestal to house certain pump, lighting and irrigation controls relocated from the vault along with PG&E's electric meter. The pedestal will be coated with a fur green coating.

At the three corners of the plaza, the intersections of Bridgeway/El Portal, El Portal/Tracy Way, and Bridgeway/Tracy Way, the existing curb ramps will be removed and replaced with new ramps and landings constructed of seeded aggregate concrete along with detectable warning surfaces. The war memorial plaza area southerly of the confluence of Bridgeway and Tracy Way will be modified to accommodate the new level landing and ramp at that intersection. A new rock will be constructed at the corner of Bridgeway and Tracy Way.

New facilities will be compliant with the Americans with Disabilities Act, the California Building Code and Title 24 of the California Code of Regulations.

The Project is located in a historically sensitive park and the selected contractor will be required to perform all work to minimize impacts to historic features and landscaping.

4-1.02 Changes

The Contractor is notified that the Engineer's authority for approving Change Orders is limited to \$15,000 per project. Amounts in excess of this limit will require approval by the Sausalito City Council with requisite time to schedule change order reviews and to process approvals.

Section 4-1.03B is revised to so that variance in contract quantities by **10 percent or less will** be paid for the quantity of work item performed at the contract unit price therefore, unless work is eligible to be adjusted pursuant to 4-1.03C, Changes in Character of Work. Variance in contract quantities **more than 10 percent**, in the absence of an executed contract change order specifying the compensation, can be determined in accordance with Sections 4-1.03B(1), 4-1.03B(2) or 4-1.03(3), as the case may be up, to \$15,000.

4-1.03 Beginning of Work, Time of Completion and Liquidated Damages

Attention is directed to provisions 8.103, "Beginning of Work," in Section 8-1.06, "Time of Completion," and in Section 8-1.07, "Liquidated Damages," of the State of California Standard Specifications and these special provisions.

The Contractor shall begin work after the contract has been approved by City of Sausalito staff authorized to execute the contract on behalf of the City (typically the City Manager) and whose form has been approved by the City Attorney of the City of Sausalito.

This work shall be diligently prosecuted to completion before the expiration of **40 WORKING DAYS** beginning on the date determined in the Notice to Proceed.

The Contractor shall pay to the City of Sausalito the sum of \$350 per day, for each and every calendar day's delay in finishing the work in excess of the number of working days prescribed above.

SECTION 5. GENERAL

5-1.01 LABOR NONDISCRIMINATION

Attention is directed to the following Notice that is required by Chapter 5 of Division 4 of Title 2, California Administrative Code.

NOTICE OF REQUIREMENT FOR NONDISCRIMINATION PROGRAM (GOVERNMENT CODE, Section 12990)

Your attention is called to the "Nondiscrimination Clause," set forth in Section 7-1.01A(4), "Labor Nondiscrimination," of the Standard Specifications, which is applicable to all nonexempt state contracts and subcontracts, and the "Standard California Nondiscrimination Construction Contract Specifications" set forth therein. The Specifications are applicable to all nonexempt state construction contracts and subcontracts of \$5,000 or more.

5-1.02 PUBLIC SAFETY

In addition to any other measures taken by the Contractor, pursuant to the provisions of Section 7-1.09, "Public Safety," of the Standard Specifications, the Contractor shall install temporary railing (Type K) between any lane carrying public traffic and any excavation, obstacle, or storage area when the following conditions exist:

- 1. Excavation.** Any excavation the near edge of which is 12 feet or less from the edge of the lane, except:
 - (a) Excavations covered with sheet steel or concrete covers of adequate thickness to prevent accidental entry by traffic or the public.
 - (b) Excavations less than one foot deep.
 - (c) Trenches less than one foot wide for irrigation pipe or electrical conduit or excavations less than one foot in diameter.
 - (d) Excavations parallel to the lane for the purpose of pavement widening or reconstruction.
 - (e) Excavations in side slopes, where the slope is steeper than 4:1.
 - (f) Excavations protected by existing barrier or railing.
- 2. Temporarily Unprotected Permanent Obstacles.** Whenever the work includes the installation of a fixed obstacle together with a protective system, such as a sign structure together with protective railing, and the Contractor elects to install the obstacle prior to installing the protective system; or whenever the Contractor, for his convenience and with permission of the Engineer, removes a portion of an existing protective railing at an obstacle and does not replace such railing complete in place during the same day.
- 3. Storage Areas.** Whenever material or equipment is stored within 12 feet of the lane and such storage is not otherwise prohibited by the specifications.

When traffic cones or delineators are used to delineate a temporary edge of traffic lane, the line of cones or delineators shall be considered to be the edge of traffic lane, however, the Contractor shall not reduce the width of an existing lane to less than 10 feet without written approval from the Engineer. The lane closure provisions of this section shall not apply if the work area is protected by permanent or temporary railing or barrier.

When work is not in progress on a trench or other excavation that required a lane closure, the traffic cones or portable delineators used for the lane closure shall be placed off of and adjacent to the edge of the traveled way. The spacing of the cones or delineators shall be not more than the spacing used for the lane closure.

5-1.03 FORCE ACCOUNT PAYMENT

Attention is directed to Section 9-1.03A, "Work Performed by Contractors," of the Standard Specifications and these Special Provisions.

5-1.04 PAYMENT OF WITHHELD FUNDS

Attention is directed to Section 9-1.065, "Payment of Withheld Funds," of the Standard Specifications and these Special Provisions.

5-1.05 PAYMENTS

Attention is directed to Section 9-1.06, "Partial Payments," and 9-1.07, "Payment after Acceptance," of the Standard Specifications and these Special Provisions.

No partial payments will be made for any materials on hand, which are furnished but not incorporated in the work.

5-1.06 HAZARDOUS WASTE IN EXCAVATION

If the Contractor encounters material in excavation which he has reason to believe may be hazardous waste, as defined by Section 25117 of the Health and Safety Code, he shall immediately so notify the Engineer in writing. Excavation in the immediate area of the suspected hazardous material shall be suspended until the Engineer authorizes it to be resumed.

If such suspension delays the current controlling operation more than two (2) working days, the delay will be considered a right of way delay and the Contractor will be compensated for such delay as provided in Section 8-1.09, "Right of Way Delays," of the Standard Specifications.

The Department reserves the right to use other forces for exploratory work to identify and determine the extent of such material and for removing hazardous material from such area.

5-1.07 SOUND CONTROL REQUIREMENTS

Sound Control shall conform to the provisions in Section 7-1.011, "Sound Control Requirements," of the Standard Specifications and these Special Provisions.

Said noise level requirement shall apply to all equipment on the job or related to the job, including but not limited to trucks, transit mixers or transient equipment that may or may not be owned by the Contractor. The use of loud sound signals shall be avoided in favor of light warnings except those required by safety laws for the protection of personnel.

5-1.08 WORKING HOURS

City inspection personnel will be available as required during normal **working hours from 8:00 a.m. to 5:00 p.m. on Monday thru Friday**. In the event that the Contractor wishes to schedule overtime work after 5:00 p.m. on Monday thru Friday, or at any time on Saturdays or holidays, he shall make arrangements with the City Engineer at least forty-eight (48) hours in advance of such overtime work. In the event that the City Engineer is unable to schedule the necessary personnel the Contractor's request may be denied and no work shall be performed outside of normal working hours unless the work is of an emergency nature. The Contractor shall compensate the City for work done by City personnel outside of normal working hours (8:00 a.m. to 5:00 p.m.) Compensation shall be actual cost plus 15% and shall be deducted from the total amount from various pay items and no additional compensation will be allowed.

The Contractor shall comply with Sausalito Municipal Code Section 12.16.140, the operation of construction, demolition, excavation, alteration, or repair devices and equipment within all residential zones and areas within a 500 foot radius of residential zones shall only take place during the following hours:

Weekdays – Between 8:00 a.m. and 6:00 p.m.

Saturdays – Between 9:00 a.m. and 5:00 p.m.

Sundays – Prohibited

City holidays (not including Sundays) – Between 9:00 a.m. and 7:00 p.m.

5-1.09 WATER CONSERVATION

Attention is directed to the various sections of the Standard Specifications and these Special Provisions which require the use of water for the construction of this project. Attention is also directed to the provisions of Section 7, "Legal Relations and Responsibility," of the Standard Specifications with regards to the Contractor's responsibilities for public convenience, public safety, preservation of property and responsibility of damage.

Nothing in this section, "Water Conservation," shall be construed as relieving the Contractor from furnishing an adequate supply of water required for the proper construction of this project in accordance with the Standard Specifications or these Special Provisions or relieving the Contractor from the legal responsibilities defined in said Section 7.

The Contractor shall, whenever possible and not in conflict with the above requirements, minimize the use of water during construction of the project. Watering equipment shall be kept in good working order; water leaks shall be repaired promptly; and washing of equipment, except when necessary for safety or for the protection of equipment, shall be discouraged.

Minor concrete structures and miscellaneous concrete construction shall not be cured by using water.

When ordered by the Engineer, a dust palliative conforming to the provisions of Section 18, "Dust Palliative," of the Standard Specifications shall be used to control dust on this project. Dust palliative ordered by the Engineer will be paid for as extra work in accordance with Section 4-1.03D of the Standard Specifications.

Attention is directed to Section 17-1.025, "Chemical Additives," of the Standard Specifications. When ordered by the Engineer, a chemical additive shall be added to water used for compaction. The additive shall be approved by the Engineer and shall be used in accordance with his instructions. Chemical additive ordered by the Engineer will be paid for as extra work in accordance with Section 4-1.03D of the Standard Specifications.

5-1.10 SUBCONTRACTING

Attention is directed to the provisions in Section 8-1.01, "Subcontracting," of the Standard Specifications, Section 2, "Proposal Requirements and Conditions," and Section 3, "Award and Execution of Contract," elsewhere in these Special Provisions.

A sheet for listing the subcontractors, as required by the Subletting and Subcontracting Fair Practices Act, is included in the proposal.

5-1.11 HIGHWAY CONSTRUCTION EQUIPMENT

Attention is directed to Sections 7-1.01D, "Vehicle Code," and 7-1.02, "Weight Limitations," of the Standard Specifications and these Special Provisions.

Pursuant to the authority contained in Section 591 of the Vehicle Code, the Department has determined that, within such areas as are within the limits of the project and are open to public traffic, the Contractor shall comply with all the requirements set forth in Divisions 11, 12, 13, 14 and 15 of the Vehicle Code. Attention is directed to the statement in Section 591 that this section shall not relieve him or any person from the duty of exercising due care. The Contractor shall take all necessary precautions for safe operation of his equipment and the protection of the public from injury and damage from such equipment.

5-1.12 INDEMNITY AND INSURANCE REQUIREMENTS.

Indemnity and Insurance Requirements

For the purpose of this Section "Indemnity and Insurance Requirements" and "City" shall mean the City of Sausalito, which is the public entity, awarding this contract by action of the City Council sitting as the governing body of such public entity.

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

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

2. **Insurance Requirements.** 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.

Said policies shall be in effect until final acceptance by City and shall provide that they may not be canceled without first providing City with thirty (30) days written notice of such intended cancellation. If Contractor fails to maintain the insurance provided herein, City may secure such insurance and deduct that cost thereof from any funds owing to Contractor.

(a) Minimum Scope of Insurance. Coverage shall be at least as broad as:

- i. Insurance Services Office Commercial General Liability coverage ("occurrence" form CG 00 01 or equivalent or "claims made" form CG 00 02 or equivalent) **NOTE: "claims made" coverage requires special approval and "modified occurrence" coverage is unacceptable.**
- ii. Insurance Service Office form number CA 00 01 (Ed. 01/87 or equivalent) covering Automobile Liability, Code 1 "any auto" with endorsement CA 00 29 (auto contractual).
- iii. Worker's Compensation insurance as required by the State of California and Employers Liability Insurance.

(b) Minimum Limits of Insurance. Contractor shall maintain limits of no less than:

- i. General Liability: \$2,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project or the general aggregate limit shall be twice the required occurrence limit.

- ii. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
 - iii. Employers' Liability: \$1,000,000 per accident for bodily injury or disease.
- (c) Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City of Sausalito. At the option of the City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officials, employees and volunteers, or the Contractor shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- (d) Other Insurance Provisions. The general liability policy is to contain, or be endorsed to contain, the following provisions:
- i. The City of Sausalito, its officials, employees and volunteers are to be covered as insured with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (using either the County of Marin's prepared form or using ISO form CG 20 10 11 85 or equivalent).
- Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its officials, employees and volunteers or other insured under this contract.
- ii. For any claims related to this project, the Contractor's insurance coverage shall be primary insurance as respects the City, its officials, employees or volunteers. Any insurance or self-insurance maintained by the City shall be excess of the Contractor's insurance and shall not contribute with it.
 - iii. The workers' compensation policy shall contain a waiver of subrogation in favor of the City.
 - iv. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty days prior written notice (10 days for non-payment of premium) by certified mail, return receipt requested has been given to the City of Sausalito, (Attention) Department of Public Works, 420 Litho Street, CA 94965.
- (e) Rights of Entry. If applicable, all private property owners granting "Rights of Entry" for construction of the work shall be covered as insureds under the same coverage as provided the City as respects their ownership of the property and the work to be done thereon.
- (f) Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII. Carriers not licensed in the State of California should have a current A.M. Best's rating of no less than A:VII.
- (g) Verification of Coverage. Contractor shall furnish the City with original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements should be on forms provided by the County of Marin or on other than the County of Marin's forms, provided those endorsements or policies conform to the requirements. All certificates and endorsements are to be received and approved by the City **before work commences**. The City 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.

- (h) Subcontractors. Contractor shall require all its subcontractors to name contractor and City of Sausalito as additional insureds under its policies and contractor shall require all its subcontractors to furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

5-1.13 ARCHAEOLOGICAL DISCOVERIES

All articles of archaeological interest which may be uncovered by the Contractor during the progress of the work shall be reported immediately to the Engineer. The further operations of the Contractor with respect to the find will be decided under the direction of the Engineer.

SECTION 6. (BLANK)

Special Provisions

for

Vina del Mar Accessibility Project

Sausalito, CA

SECTION 7. CITY OF SAUSALITO SPECIAL PROVISIONS

7-1.01 ENGINEER'S ESTIMATE OF CONSTRUCTION COSTS

The Engineer's estimate of construction costs for this project is \$157,575 (total).

7-2.01 TERMINATION OF CONTRACT

The City reserves the right to terminate the contract at any time upon a determination by the City Engineer that termination of the contract is in the best interests of the City.

If the City Engineer elects to terminate the contract, the termination of the contract and the compensation payable to the Contractor shall be governed by Section 8-1.11, paragraphs A through D, of the State of California Standard Specifications.

7-3.01 GENERAL

LOCATION OF PROJECT. The Project is located at the City of Sausalito's Plaza Viña del Mar between Bridgeway, El Portal and Tracy Way.

SCOPE OF WORK. The Project includes but is not limited removal of the existing raised concrete and brick landing, steps and handrails and replacement with an accessible at-grade scored and colored concrete surface extending to the back of curb along Bridgeway; removal and replacement of the existing asphalt paving along the easterly side of the landing with an accessible 10-foot wide scored and colored concrete surface; an existing underground vault is to be partially demolished and reconstructed; an existing wooden utility shed will be removed and replaced with an electrical code compliant stainless steel pedestal to house certain pump, lighting and irrigation controls relocated from the vault along with PG&E's electric meter. The pedestal will be coated with a in a fur green coating.

LIMITS OF WORK. The approved working limits are shown in the project plans.

SUBMITTALS. The Contractor shall submit a minimum of six (6) copies of all submittals including, but not limited to, shop drawings, schedules and reports, product data, manufacturer's instructions, design calculations, design drawings and other material required in the Contract Documents. Two (2) copies of each submittal will be returned to the Contractor within seven (7) calendar days from receipt by the Engineer. In addition to the submittals required in the Specifications or in specific work sections of the City special provisions, the Contractor shall submit the following:

1. Encroachment Permit Application. An application may be viewed and downloaded from the City of Sausalito's website: <http://www.ci.sausalito.ca.us/Index.aspx?page=188>.
2. Construction Schedule. A proposed construction schedule shall be submitted at the preconstruction meeting. The schedule shall be updated, and submitted at the weekly construction meetings. Schedule may be CPM, or a Bar Chart Schedule, but must include all major work items and show all interrelationships.
3. Schedule of Submittals. A schedule of all submittals shall be submitted at the pre construction meeting.

4. A traffic control plan will be submitted to the Engineer at the preconstruction conference. This plan will explain how the Contractor will control the traffic during the life of the project. In this plan the Contractor will identify how the conduct of the will take place with minimum impact to the tenants at the Project Site.
5. Proposed staging plan. Staging shall take into account the need to protect existing park features, trees and landscaping. The Contractor shall refer to the arboricultural report prepared by Ed Gurka, dated 2-8-10 and these specifications for protection and preservation of trees..
6. Proposed pedestrian management plan. Pedestrian management plan shall show an accessible pedestrian path of travel which shall be maintained at all times by the Contractor. Where necessary, temporary path of travel improvements may include but are not limited to, temporary curb ramps, protected walkways when pedestrians are into the vehicle travel way and signage to redirect pedestrian traffic. The Contractor is responsible for maintenance of all temporary pedestrian path improvements. Once the Pedestrian Management Plan is approved by the engineer, modifications shall only be allowed with written approval from the engineer.

RESPONSIBILITIES TO THE PUBLIC

No street may be completely closed to through traffic at any time unless permitted in writing by the Engineer. The Contractor shall post warning signs near each end of work limits as detailed in traffic control plan approved by the Engineer and as otherwise directed by the Engineer.

Traffic control and construction warning devices shall be provided in conformance with the latest edition of the CALIFORNIA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES PART 6, TEMPORARY TRAFFIC CONTROL, a copy of which shall be on the site at all times during work periods.

PROTECTION OF EXISTING FACILITIES. The Contractor shall protect in place all existing facilities (including, but not limited to historic fountain, statues & bases, trees & landscaping, walls, street signs, parking meters, and pavement striping) within the limits of work that are not a part of the project. All damaged facilities shall be repaired or replaced as directed by the Engineer. All costs associated with protecting, repairing and/or replacing these facilities shall be the sole responsibility of the Contractor.

PRIORITY OF PROJECT DOCUMENTS. The contract documents for this project are listed below and if there is a conflict between contract documents, the document first in order shall control. The precedence shall be as follows:

1. **Construction Contract**
2. **Bid Proposal**
3. **Permits from Other Agencies**
4. **Instruction to Bidders**
5. **Project Plans**
6. **City of Sausalito Special Provisions**
7. **Special Provisions**
8. **Shop Drawings**
9. **Cities and County of Marin General Provisions**
10. **Cities and County of Marin Standard Plans**
11. **State of California Standard Specifications**
12. **State Standard Plans**

PROJECT MEETINGS. In order to effectively manage the construction process, the City requires that certain meetings be held during the course of the Work at which time all members of the building team are expected to attend.

As soon as the City has obtained the Contractor's executed bonds and certificate of insurance, a pre-construction meeting will be held. At that time, representatives of the City and the Contractor will discuss in detail certain procedural aspects of the Work, including:

1. Administrative procedures for transmittals, approvals, change orders and similar items;
2. Review of the method of application for payment, progress payments, retention, and final payment;
3. Review of the Contractor's construction schedule, list of proposed subcontractors, and the schedule of values.

Not less than once every week during the course of work on the Project, the Contractor's superintendent and representatives from the City shall meet to discuss the progress of the Work in general. At that time, any adjustment to the progress schedule will be transmitted to the City, together with an explanation of the time saved or lost.

In addition to the meetings described above, the City reserves the right to call meetings spontaneously when it believes necessary in order to effectively manage work on the Project, to prevent misunderstandings, or to disseminate information.

PROJECT RECORD DOCUMENTS. Project record documents are the City's construction documents for the Project which have been redlined by the Contractor to show the actual conditions of in-place construction installed by the Contractor as accurately as possible. They include:

1. Drawings marked where required to show changes in dimension or configuration between the original design and final construction;
2. Specifications, marked to indicate changes of materials, products, or methods of installation;
3. Modifications to Drawings or Specifications issued during the course of construction (including addenda, change orders, or clarifications issued by the Design Professional or his consultants);
4. Approved shop drawings and product data;
5. Field test records and reports.

Contractor shall note clarifications/deviations/changes in the Project Plans as the work progresses. City shall cause to have prepared record documents as the work progresses. Contractor shall not conceal in-place construction until field verifications are made for record purposes.

Contractor shall locate internal utilities concealed in the construction, referenced to visible and accessible features of the structure; note field changes of dimension and detail, and changes made by change order; sketch details not on the original Drawings.

Contractor shall inform City of details. For Specifications and Addenda, Contractor shall legibly mark each Section to record the manufacturer, trade name, catalog number and supplier of each product and item of equipment actually installed. Note changes made by Change Order.

Contractor shall submit not less than two sets of project plan mark-ups to the City at the end of the Work, before final payment is made, to allow City to prepare record documents.

CONTRACTOR'S LICENSE REQUIREMENTS. Contractor's License Classification – In accordance with the provisions of California Public Contract Code Section 3300, the Owner has determined that the Contractor shall possess a valid Class A Contractor License at the time that the contract is awarded. Failure to possess the specified license shall render the bid as non-responsive and shall act as a bar to award of the contract to any bidder not possessing said license at the time of award.

NOTIFICATION OF UTILITIES. Before commencing any work under this contract, the Contractor shall notify the Underground Service Alert (USA) at 800 227-2600 a minimum of 72 hours prior to excavation activities.

LICENSE, FEES AND PERMITS. Plan check fees required for operations under this contract will be paid by the City.

Contractor shall request from utilities companies and Owner will pay for all required licenses, charges, fees, inspection fees and permits necessary to obtain permanent utility connection and services. Such include but are not limited to:

Pacific Gas and Electric Company
AT&T (Telephone)
Marin Municipal Water District
CableCom for Comcast (Cable TV)
City of Sausalito Sanitary Sewer

MEASUREMENT AND PAYMENT. All work performed under this contract shall be paid for at the unit prices detailed in the bid proposal unless specifically noted otherwise or modified in the various sections of work under the City special provisions. Payment shall include all costs associated with labor, equipment, *materials* and expenses required to complete the work, and no additional payment will be made therefor.

7-4.01 TRAFFIC CONTROL

Lane closures shall conform to the provisions in Section 10.08, “Signs and Traffic Control” of this Special Provisions and the provisions herein.

The term closure, as used herein, is defined as the closure of a traffic lane or lanes, including affected side streets within a traffic control system.

Contractor shall submit a written schedule of planned closures for the next five (5) day period. The Closure Schedule shall describe the locations and times when the proposed closures are to be in effect. No lane closures will be allowed unless the Contractor has obtained a confirmation of their written lane closure schedule from the Engineer.

Confirmed closures that are cancelled due to unsuitable weather may be rescheduled at the discretion of the Engineer for the next working day.

The Contractor shall provide safe and convenient vehicular access to side streets and all driveways at all times. Compensation for providing temporary ramps or traffic plates necessary to provide vehicular passage shall be considered as included in the price(s) paid under “Closure Requirements and Conditions” in these Special Provisions and no additional compensation will be allowed.

PAYMENT

Full compensation for closure requirements and conditions shall be considered as included in the contract price paid for various other items of work and no additional compensation will be allowed therefor.

7-5.01 MOBILIZATION

GENERAL. This work shall conform to the requirements of Section 11, “Mobilization” of the State of California Standard Specifications and shall consist of preparatory work and operation, including, but not limited to, those necessary for the movement of personnel, equipment supplies, and incidentals to the project site for the establishment of facilities necessary for work on the project and for all other work and operations which must be performed or costs incurred prior to beginning work on the various contract items on the project site.

A Sausalito Business License shall be secured prior to mobilization. Information about Business Licenses may be found on the City of Sausalito’s website: <http://www.ci.sausalito.ca.us/Index.aspx?page=127>

SCOPE OF WORK. Mobilization shall consist of all work in mobilizing the Contractor’s equipment, furnishing required submittals and installing temporary fencing.

STAGING AREA. The Contractor shall obtain permission from the Engineer to use any portion of the public right-of-way for a staging area, refer also to section 7-3.01 General, item 5 under “Submittals” for tree and landscape protection.

MEASUREMENT AND PAYMENT

The lump sum price paid for "Mobilization" shall include full compensation for furnishing all personnel, equipment, and supplies and no additional payment will be made therefor. This amount shall not exceed five percent (5%) of the total bid price for the Work.

7-6.01 PROTECTION AND PRESERVATION OF TREES

General. The purpose of this section is to provide specifications regarding the protection and preservation of all trees in the Park as related to the construction of the proposed improvements shown on the Plans. These recommendations are taken from the arboricultural report dated February 8, 2010 and prepared by Mr. Ed Gurka. The report is available at the City Engineer's Office and is mandatory reading by persons of authority and responsibility who are involved in the construction process.

Scope of Work. Contractor shall minimize disturbance of tree root zones and all areas of the park. It is important to leave undisturbed as great an area as possible of the root zones of all trees which are to be affected by constructions activities. The 60" Cedar tree at the northerly end of the Park, 34" Cedar tree at the southerly end of the Park, 24" Cedar tree at the southeasterly end of the Park and the three date palm trees are of paramount importance for protection, because of their value and historical significance. Canary Island Date Palm #1 is located on the westerly side of the park between the fountain and the raised landing. Canary Island Date Palm #2 is located on the easterly side of the fountain and Canary Island Date Palm #3 is located north westerly of the fountain. To protect the root zones the following preventative measures shall be taken:

- a) Prior to commencement of the project a certified arborist shall assess and document the conditions of all protected trees. This assessment shall be used to monitor the condition of the trees during the progress of the work and at its completion.
- b) Temporary protective construction fences shall be erected within the Park area at the periphery of all tree Root Protection Zones, the outer canopy of the trees as projected on the ground beneath the canopy. The fences shall remain in place until all construction activities have been completed. The fences shall be 4 foot high minimum. Steel T posts shall be used to support orange color plastic fabric. The posts shall be installed at a minimum spacing of 6 feet on center. Roots shall not be injured while installing fence posts. Fencing shall be maintained in place until completion of construction.
- c) Where protection fencing cannot fully encircle Palms #1 and #2, modified procedures shall be in place prior to start of construction and maintained until completion of construction.
- d) Palm trees # 1 and #2 shall have a thick layer of straw and jute wrapped around the lower trunk. The padding wrap shall extend from the top of the root ball to a height of six feet above the ground.
- e) To the extent possible, Palm #2 shall have a fence erected a radial distance of four feet or a minimum of two feet beyond its root mound, whichever is greater.
- f) Palm #3 shall have a fence erected a radial distance of four feet or a minimum of two feet beyond its root mound, whichever is greater.
- g) After the fences and tree wraps are in place and immediately prior to construction, a site inspection shall be made by the Engineer, Arborist and Construction Superintendent.
- h) Contractor shall take special care while removing the existing asphalt surface adjacent to Palm #1. Once the asphalt is removed, the certified arborist can determine the limits of the new pathway excavation depth, which shall be no greater than four (4) inches below existing preconstruction grade.
- i) Construction Access to the Root Protection Zones shall be limited to foot traffic. No vehicular traffic shall be allowed in the Park area. Within the Park no materials shall be stored, no vehicles shall be driven or parked, there shall be no open flames or dumping of construction spoils, and there shall be no mixing of construction material.
- j) All excavation and trenching within the Root Protection Zones shall be done by hand digging or with pneumatic air tools that remove soil with compressed air. No power equipment such as back hoes or trenchers shall be used in these areas.
- k) If roots are encountered from protected trees, roots that are greater than one inch shall not be removed unless determined by the onsite certified arborist to be acceptable.

- l) Any root pruning of protected trees shall be performed and documented by a certified arborist, and all documentation of the work shall be provided to the engineer when completed.
- m) Roots smaller than one inch that require removal shall be removed by a certified arborist using sharp sterilized pruning tools. Special care shall be taken not to injure the bark of roots.
- n) Neither the paving material nor materials used for a path shall cut into or rise onto the existing soil which has been mounded against the bases of the palms. These soil mounds shall be left intact.
- o) Care shall be taken not to injure or bruise the trunks, bark or branches of all trees in any way. Nails, spikes, tacks, screws or staples shall not be driven into trunks or branches.
- p) No liquids or powders of any kind (other than clear, undiluted water free of all residues) shall be poured or be allowed to drain onto the soil of the Park during construction. If cement trucks are required for this project, they shall not be washed down where the rinse water will drain onto the site or into City maintained storm drainage facilities.
- q) If trees are damaged during construction, they shall be treated as directed by a qualified arborist at no additional cost to the City.

MEASUREMENT AND PAYMENT.

The contract lump sum price paid for Protection and Preservation of Trees shall include full compensation for furnishing all labor, materials, tools, equipment and maintenance of tree preservation facilities as shown on the plans, described in the arboricultural report, specified herein or as directed by the engineer necessary to install, maintain and complete the Protection and Preservation of Trees work and no additional payment will be made.

7-7.01 DEMOLITION

GENERAL:

- A. Contractor shall perform demolition, removal, and legal disposal of materials as required to complete the project indicated in the project documents. Contractor shall note the historic features of the park including, but not limited to historic fountain, statues & bases, landscaping and walls and shall perform all work to save and protect these features.
- B. Extent of demolition work shall be as required to construct new facilities as shown on the design plans.
- C. Restoration of existing structures and facilities to remain in place which are damaged by demolition and removal operations.

PERMITS:

- A. Obtain all special permits and licenses and give all notices required for performance and completion of the demolition and removal work, hauling, and disposal of debris.
- B. Submit copies of demolition, hauling, and debris disposal permits and notices for record purposes. Include description of proposed haul routes.

SITE CONDITIONS:

- A. Erect and maintain temporary bracing, shoring, lights, barricades, signs, and other measures as necessary to protect the public, workers, and adjoining property from damage from demolition work, all in accordance with applicable codes and regulations.
- B. Open depressions and excavations occurring as part of this work shall be barricaded and posted with warning lights when accessible through adjacent property or through public access. Open depressions and excavations shall be filled at the end of each working day to the satisfaction of the Engineer.
- C. Protect utilities, pavements, and facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards created by demolition operations.

- D. Protection of Utilities: Protect active sewer, water, fire hydrants, gas, electric, and other utilities; and drainage and irrigation lines indicated or, when not indicated, found or otherwise made known to the Contractor before or during demolition work.
- E. Maintain existing utilities and protect from damage as necessary to satisfy the requirements of jurisdictional utility companies and related codes and regulations.
- F. Make arrangements with affected utility companies and City to provide the information and services necessary to coordinate and complete the Work.
- G. Do not disconnect or shut down any part of the existing utilities and services, except by permission of authorities having jurisdiction. Submit schedule of estimated shut-down time in order to obtain such permission, and notify all interested parties, neighbors, utilities, and municipal and county authorities, as required.
- H. Utilities to be removed shall not be removed until shut-down time can be kept to a minimum. Do not remove an existing utility line or service until the replacement line, crossover, or capping is ready to be performed.
- I. Notify the Engineer and utility owners 72 hours before performing any excavation work. Notify affected utilities by calling Underground Service Alert (USA) at 1-800-227-2600. Contact utility owners not covered by USA, by calling the affected utility owners directly.
- J. Protect active underground utilities from damage. If underground utilities are damaged in any way, notify the Engineer and affected utilities immediately for corrective action.
- K. Noise and Dust Abatement: Comply with requirements specified in Sections 5-1.07 and 5-1.09. In addition, provide continuous noise and dust abatement as required to prevent disturbance and nuisance to the public and workers and to the occupants of adjacent premises and surrounding areas. Dampen or cover areas affected by demolition operations as necessary to prevent dust nuisance.
- L. The Contract Drawings and related documents may not represent all surface conditions at the site and adjoining areas. The known surface conditions are as indicated, and shall be compared with actual conditions before commencement of work.
- M. Existing utilities and drainage systems below grade are located from surface facilities such as manholes, valve boxes, area drains, and other such surface fixtures.
- N. If existing active services encountered are not indicated or otherwise made known to the Contractor and interfere with the permanent facilities under construction, notify the Engineer in writing, requesting instructions on their disposition. Take immediate steps to ensure that the service provided is not interrupted, and do not proceed with the work until written instructions are received from the Engineer.
- O. Thicknesses of existing pavements the total pavement or base material is unknown. Remove pavement (concrete or asphalt concrete) includes a depth of 8 inches, including all rebar.

MATERIALS, EQUIPMENT, AND FACILITIES:

- A. Furnish all materials, tools, equipment, devices, appurtenances, facilities, and services as required for performing the demolition and removal work.

DEMOLITION

- A. Demolish concrete and masonry in small sections. Perform demolition with small tools as much as possible. Blasting will not be permitted.
- B. Backfill and compact depressions caused by excavations, demolition, and removal in accordance with the requirements of the contract documents.

RESTORATION OF EXISTING STRUCTURES AND FACILITIES:

- A. All damage to existing structures and facilities, including utilities, which are to remain in place, shall be repaired to a condition equal to that existing prior to the beginning of demolition and removal operations. The cost of repairing existing structures and facilities damaged by the Contractor's operations shall be at the Contractor's expense.

CLEANUP:

- A. Provide a clean and orderly site.

Existing curb, gutter, and sidewalk, asphalt pathways, concrete pathways, and concrete driveways, where specified on the plans shall be removed and disposed of in accordance with the provisions of Section 7-1.13 of the Standard Specifications, existing concrete removal shall conform to Section 15-3, "Removing Concrete," of the Standard Specifications.

Concrete curb, gutter, sidewalks, ramps and asphalt concrete to be removed shall be saw cut unless otherwise directed. Concrete shall be saw cut within existing joints as necessary.

Demolition shall also include the removal and disposal of all items as shown on the plans conflicting with the work; removal and disposal of signs and posts to be permanently removed from project limits; saw cutting; removal and disposal of asphalt concrete; removal and disposal of miscellaneous concrete, including raised landing, steps, curb and gutter, and sidewalks; and removal and disposal of bricks and miscellaneous planter material, or work as directed by the Engineer

MEASUREMENT AND PAYMENT

The work performed under this section "Demolition," and paid for by contract items will be measured by the square foot or by the linear foot or by any other method specified in these special provisions. Payment shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals to perform the saw cutting, removal and disposal of materials, including but not limited to concrete and brick sidewalk, curb ramps, curb and gutter, asphalt concrete and base, raised reinforced concrete and brick landing, steps, handrails, removal, storage and reinstallation of concrete benches, garbage cans and ash cans, and survey of existing scoring pattern to complete the work as shown on the plans and specified herein and which shall be included in the unit price paid for each item. No additional compensation will be allowed.

7-8.01 UTILITY RELOCATION

GENERAL. The right is reserved to the City and the owners of utilities or their authorized agents to enter upon the work area for the purpose of making such changes as 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 such work and shall conduct its operation in such a manner as to avoid any unnecessary delay or hindrance to the work being performed by such forces, and shall allow the respective utilities time to relocate their facility.

The Contractor assumes responsibility for the removal, relocation, or protection of existing facilities wherein said facilities are identified by the Contract Documents. It is the duty of the Contractor at all times to coordinate with the owner of utility facilities for the rearrangement of said facilities.

In the event that certain underground utilities, not known to the City or in a different location than shown on the Contract Documents are found to exist, the Contractor shall: 1) notify the City Engineer of the existence of said facilities immediately, and 2) take steps to ascertain the exact location of all underground facilities prior to doing work that may damage such facilities.

Requests for extensions of time arising out of utility rearrangement delays shall be governed by the procedure set forth in Subsection 4-1.03, Beginning of Work, Time of Completion and Liquidated Damages. In accordance with the provisions of Section 4215 of the California Government Code, the Contractor shall not be assessed liquidated damages for delay in completion of the project, when such delay was caused by the failure of the public agency or owner of the facilities to provide for removal or relocation of the existing facilities.

The Contractor shall take steps to ascertain the exact location of all underground facilities prior to doing work that may damage such facilities or interfere with their service.

Where it is determined by the City Engineer that the rearrangement of an underground main, the existence of which is not shown on the plans or in the special provisions, is essential in order to accommodate the contemplated improvement, the City Engineer will provide for the rearrangement of such facility by other forces, or such rearrangements shall be performed by the Contractor and will be paid for as extra work.

When the special provisions or plans indicate that a utility is to be relocated, altered, or constructed by others, the City Engineer will conduct all negotiations with the owners, and the work will be done at no cost to the Contractor.

Temporary or permanent relocation or alteration of utilities desired by the Contractor for its own convenience shall be Contractor's responsibility, and Contractor shall make arrangements and bear all costs resulting therefrom.

Contractor shall relocate existing utilities (including irrigation and installation of irrigation sleeves) within area of work as required to complete the work as show on the plans and specified herein. Work shall include but not be limited to locating existing underground utilities in the areas of work, protecting utilities in place

MEASUREMENT AND PAYMENT

The contract lump sum price paid for "Utility Relocation" shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals to locate and relocate existing utilities out of the way of the work, including installation of PVC irrigation sleeves with caps and tracer wire where directed.

7-9.01 CONSTRUCTION STAKING

This work consists of furnishing and setting construction stakes and marks by the Contractor to establish the lines and grades required for the completion of the improvements as shown on the plans, and as specified in these Special Provisions.

The Contractor shall submit proposed procedures, methods, equipment, and typical stake markings to be used, in writing to the Engineer, before setting any stakes or marks. Construction staking shall be performed as necessary to control the work. Construction stakes and marks shall be furnished and set by the Contractor with accuracy adequate to assure that the completed work conforms to the lines, grades, and sections shown on the plans.

Prior to the commencement of demolition, the contractor shall field verify and mark limits of removal to ensure finish slopes and grades are compliant with the Americans with Disabilities Act, the California Building Code and Title 24 of the California Code of Regulations. Before work commences, the Contractor shall review the location of the proposed work with the Engineer and make any changes as deemed necessary to the line and grade or construction staking, at no extra charge.

All computations necessary to establish the exact position of the work from control points shall be made by the Contractor. All computations, survey notes, and other records necessary to accomplish the work shall be neat, legible, and accurate. Copies of such computations, notes, and other records shall be furnished to the Engineer prior to beginning work that requires their use. Construction stakes shall be removed from the site of the work when no longer needed. All construction staking shall be performed under the direction of a Registered Civil Engineer or Licensed Land Surveyor.

PAYMENT

Full compensation for all labor, materials, tools, equipment and doing all work involved as described for Construction Staking shall be considered included in the contract prices paid for various other items of work and no additional compensation will be allowed therefor.

7-10.01 MINOR CONCRETE (MINOR STRUCTURES)

Minor Concrete (Minor Concrete Structures) shall conform to the provisions of Sections 51-1.02 and 90-10, the Amendments to May 2006 Standard Specifications, Section 73, "Concrete Curbs and Sidewalks," Section 52, "Reinforcement," and applicable portions of the Uniform Construction Standards (May 2008) approved and adopted by the County of Marin and these Special Provisions. Removing existing concrete shall conform to Section 15-3, "Removing Concrete" of the Standard Specifications. Amendments to May 2006 Standard Specifications can be downloaded from the Caltrans web site: http://www.dot.ca.gov/hq/esc/oe/specifications/SSPs/2006-SSPs/Sec_01-03/

Minor concrete structures shall include PCC surface, color "Mesa Buff," Mexican Pebble Concrete Sidewalk, curbs and gutters, ramps and landings, , as shown on the plans. Structure excavation and structure backfill incidental to minor concrete work shall be included in the price paid for minor concrete. Structure excavation and backfill shall comply with Section 19-3 of the Standard Specifications.

When sections of new sidewalk, curb and gutter construction conform to existing sidewalk, curb and gutter, 12 inch long dowels (#4 reinforcing bars) shall be inserted 6 inches into the existing concrete by means of drilling a hole, inserting the reinforcing bar and filling the hole with epoxy grout. The remainder of the bar shall be embedded in the new concrete. A minimum of 2 dowels shall be placed into the curb and gutter. A minimum of 2 dowels shall be placed into sidewalk. Sidewalk dowel spacing shall be 24 inches on center.

Concrete used for PCC surface, color "Mesa Buff," Mexican Pebble Concrete Sidewalk, curbs and gutters, ramps and landings shall be Mix Design No. 3370 manufactured by Shamrock Materials or approved equivalent except as noted.

In lieu of the provisions in Section 73-1.04, "Fixed Forms," of the Standard Specifications, surfaced lumber of nominal dimension may be used for forming the back of the curb and gutter and the front face of the gutter, provided the complete curb and gutter are constructed to the full concrete dimensions shown on the plan.

New work adjacent to existing shall match the existing as closely as possible, except where shown on the plans.

Any damage caused by the Contractor to existing improvements shall be repaired or replaced by the Contractor at his expense.

Concrete shall be cured in accordance with applicable provisions of Section 90-7 of the Standard Specifications. Minor concrete which will be exposed to vehicular traffic shall be protected from bearing the traffic load for a minimum of seven (7) days after placement, unless stated otherwise herein. Traffic plates shall be of sufficient thickness so as not to deflect to or in any way mar the protected concrete.

Curing compound shall be used on all minor concrete surfaces. Application of curing compound shall be made in accordance with Section 90-7.01B, "Curing Compound Method," of the Standard Specifications. The quality and quantity to be used shall be approved by the Engineer. The liquid compound shall contain a coloring matter which does not permanently alter the natural color of the concrete, but which will color sufficiently at the time of application to indicate readily the areas covered. The use of any membrane material which would impart a slippery surface to the concrete will not be permitted. The liquid shall be applied under pressure with a spray nozzle at the rate recommended by the manufacturer, unless otherwise directed by the Engineer, and in such manner as to cover the surface thoroughly. Care shall be exercised to avoid damage to the seal before the expiration of the curing period. Seal damage shall be immediately repaired by the application of additional membrane material over the damaged portion.

Scoring of PCC surface, color "Mesa Buff," Mexican pebble concrete sidewalk, ramps and landings shall be as shown on the plans, shall be constructed with a scoring tool and shall be at least ¼ inch deep. Expansion joints shall be constructed at all returns and opposite expansion joints in adjacent curb.

PCC surface, color "Mesa Buff," Mexican pebble concrete sidewalk, ramps and landings shall conform to the requirements of the Americans with Disabilities Act, the California Building Code and Title 24 of the California code of Regulations.

CURB AND GUTTER

Curbs and gutters shall comply with UCS Drawing No. 105, but may be modified by the Engineer to fit field conditions.

Transverse weakened plane and expansion joints for curb and gutter shall be placed in accordance with Section 73-1.05 of the Standard Specifications, except where otherwise indicated on the plans.

The edges of the curb and gutter shall be rounded with an edging tool. Weakened plane joints shall be placed in a true straight line which shall be at right angles or radial to the curb line, and at right angles to the surface of the concrete. Weakened planes for curb and gutter shall not exceed one-eighth inch (1/8") in width, and shall be formed by means of an approved weakened plane scoring tool, or a steel bar inserted into the surface to form the weakened plane and removed; or by means of approved strips of forming material which may be left in place. When the forming material is left in place, the top edge shall be slightly below the surface of the concrete. After the surface has been finished, the joint shall be edged with an edging tool having a one-eighth inch (1/8") radius.

New work adjacent to existing shall match the existing as closely as possible, except where shown on the plans. The Contractor shall perform a water test on gutters upon completion of gutter construction. The test must be performed in the presence of the inspector and must demonstrate to the Engineer's satisfaction that positive drainage through the gutter will be achieved with the gutter as constructed. If required by the Engineer, the Contractor shall replace any unsatisfactory curb and gutter and replace said at no additional cost.

RAMPS, LANDINGS AND TRUNCATED DOMES

Ramps shall comply with Caltrans Standard Plans A88A and A88B but may be modified by the Engineer to fit field conditions.

Ramps and landings shall include all construction details to be installed as shown on the plans. Forms and finished slopes on new ramps and landings will be checked in the field by the engineer using a 2-foot level. All ramp forms shall be checked by the engineer prior to pouring concrete. Construction details include the installation of joints, grooves, retaining curb, if necessary, adjustment of utility boxes to new grade, relocation of street/traffic signs, conforming work with existing private improvements and any modifications to fit field conditions as directed by the Engineer.

Ramps and Landings shall be similar to Mexican Pebble concrete sidewalk. Landings shall include detectable warning surface made of precast concrete pavers, integrally colored, standard color "River Red" by Pavestone or approved equal. Any detectable warning surface equivalent specification and sample shall be submitted in writing for approval to the Engineer. A minimum of 5 working days shall be allowed for approval by the Engineer. Information on Pavestone truncated domes may be downloaded from <http://www.pavestone.com/>. Damaged truncated dome pavers shall be replaced prior to acceptance at no additional cost to the City.

MEXICAN PEBBLE CONCRETE SIDEWALK, RAMPS AND LANDINGS

Mexican pebble concrete sidewalk, ramps and landings shall be seeded with three-pounds of 3/8" Mexican Pebbles per square-foot of surface. Contractor shall provide a full scale mock up. Visual standard for work shall be the City of Sausalito's 20"x20" sample. If accepted, mock up may remain as part of Work. If rejected the mock up shall be removed and replaced with another mock up adjusted to match the sample.

PCC SURFACE, COLOR "MESA BUFF"

PCC surface, color "Mesa Buff," shall be integrally colored concrete, Davis Color "Mesa Buff". Contractor shall provide a full scale mock up to be constructed at least one month before start of remainder of PPC surface, color "Mesa Buff" work to allow concrete to cure before observation by engineer. Visual standard for work including color and sand blast finish shall be the City of Sausalito's 18"x18" PCC surface, color "Mesa Buff" sample. Davis Color "Mesa Buff" shall be applied per the recommendations of the manufacture to match sample. If accepted, mock up may remain as part of Work. If rejected the mock up shall be removed and replaced with another mock up adjusted to match the sample.

Sidewalks, landings, curb, gutter and PCC surface shall comply with the County Uniform Construction Standard detail numbers 100 and 105 and per detail shown on the plans, but may be modified by the Engineer to fit field conditions.

UTILITY VAULT RECONSTRUCTION

This work includes removal and disposal of the top of the existing concrete underground utility vault, salvage of the existing frame and cover and their reinstallation, partial removal and disposal of the existing sidewalls to a depth to allow construction of a new vault top and four inch thick concrete surface, Davis Color "Mesa Buff," coring of walls as required for new conduit installation and construction of a new vault top which shall conform to California Department of Transportation's Cast-in-Place Reinforced Concrete Single Box Culvert," Standard Plan D80 or approved equal. Approved equal shall include precast top or new precast vault allowing for access and maintenance of the underground pump.

MEASUREMENT

Minor Concrete - Curb and Gutter shall be measured by the linear foot in place and shall include asphalt concrete (removal and replacement) around curb and gutter as identified in the Plans or by the engineer to conform to the existing roadway.

Minor Concrete – Mexican Pebble Concrete Sidewalks and PCC Surface, Color "Mesa Buff" shall be measured by the square foot in place.

Minor Concrete - Ramps, Landings and Truncated Domes shall be measured by each in place. Unit price shall include a ramp with detectable warning surface, transition areas, curb and gutter immediately adjacent to the ramp, transitions, and 12 inch wide border with grooves and asphalt concrete (removal and replacement) around ramps and landings as identified in the Plans or by the Engineer to conform to the existing roadway. Compensation for retaining curbs and support curbs shall be considered as included in the respective unit prices paid for Ramps, Landings and Truncated Domes and no additional payment will be made.

PAYMENT

The contract price paid per square foot of Mexican Pebble Concrete Sidewalks and PCC Surface, Color "Mesa Buff" and New Ramps, Landings and Truncated Domes shall include full compensation for furnishing all labor, materials (including aggregate base, color, surface finishing, premolded expansion material & mock ups), tools, coordinating with utility companies and working around their facilities, equipment, and incidentals necessary to complete the work (including structure excavation and backfill, furnishing and placing and removing formwork and falsework, reinforcing steel, curing, and water testing) as shown on the plans and specified herein, for completing in place all the work involved in constructing these items, as shown on the plans and specified in the Standard Specifications and these Special Provisions, or as directed by the Engineer.

The contract price paid per linear foot of **Curb and Gutter** shall include full compensation for furnishing all labor, materials, and equipment necessary to complete the work as shown on the Plans and specified herein. No adjustment in the contract unit price for Curb and Gutter shall be made for increases or decreases of more than 25 percent of the quantities set forth in the Schedule of Bid Prices. Sections 4-1.03B(1) and 4-1.03B(2) of the Standard Specifications shall not apply.

The contract price paid per each **Ramps, Landings and Truncated Domes** shall include full compensation for furnishing all labor, materials and equipment necessary to complete the work as shown on the plans and specified herein. No additional compensation will be allowed.

The lump sum contract price paid for Minor Concrete-Utility Vault Reconstruction shall be full compensation for furnishing all labor, tools, equipment, materials and incidentals (including structure excavation, structure backfill, furnishing and placing all bar reinforcing steel, reinstalling existing frame and cover) and for doing all the work necessary for constructing, complete in place as shown on the plans, specified herein and as directed by the engineer. No additional compensation will be allowed.

7-11.01 ASPHALT CONCRETE

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

Asphalt concrete shall be Type “A”, 1/2 inch Maximum, Medium Gradation, conforming to the requirements of Section 39-2 of the Standard Specifications.

Asphalt shall be AR-4000 viscosity graded asphalt.

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

In lieu of the requirements for the combined aggregates, Los Angeles Rattler Test, contained in Section 39-2.02 of the Standard Specifications, the following shall apply:

	Test Method No. Calif.	Asphalt Concrete Type		
		A	B	C
Los Angeles Rattler	211			
Loss at 100 rev. (max.)		6%	10%	--
Loss at 500 rev. (max.)		22%	25%	--

Asphalt concrete shall be hot plant mixed, and shall be furnished from the plant at a temperature not to exceed 325 degrees F.

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

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

The job-mix-design shall have been done within the last twelve months if not done for this specific project.

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

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

Hveem Stability	35 min. Type B 37 min. Type A
% Air Voids	3% to 5%

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

During paving operations, the County will take various fields and plant tests for asphalt content and gradation to check for compliance with the approved mix. If it is found that the asphalt concrete mix being used does not comply with the approved mix, the paving operations shall cease until the plant supplying the asphalt concrete makes

necessary corrections to bring the mix back into compliance. Any materials rejected by the County shall be removed from the job site, at the Contractor's expense, and no additional payment will be allowed.

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

The surface to receive asphalt concrete shall be clean and dry. The existing pavement shall be power broomed, prior to applying paint binder. Oil free pressurized air shall be used to clear cracks.

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

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

The asphalt concrete shall be delivered to the site in a thoroughly blended condition and shall be spread by a self-propelled 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 of not less than 260 degrees F., and not greater than 300 degrees F.

Initial rolling shall be performed immediately after placement.

No asphalt concrete is to be placed when the atmospheric temperature is below 50 degrees F.

The Contractor shall furnish and use tarpaulins to cover the first loads in the morning and subsequent loads **until the ambient air temperature is above 55 degrees F.**

Intersections, conforms, tapers, and feather paving shall be paved as directed by the Engineer.

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

Asphalt spilled on to any new or old paving shall be removed along with loose asphalt concrete.

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

The Contractor shall furnish a sufficient number of rollers to obtain the compaction required by these specifications and the surface finish required in provisions of Section 39-6.03.

Asphalt concrete surfacing shall be placed in lifts no greater than 3 inches in thickness (compacted). Total thickness of surfacing shall be as indicated on the plans.

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

Finished asphalt concrete pavements which do not conform to the specified relative compaction requirements will be paid for using the following pay factors.

<u>In-Place Relative Compaction</u>	<u>Pay Factor</u>
93% or greater	100% Pay factor.
90 - 92.9%	90% Pay factor.
89.9% or less	Remove and replace as directed by Engineer.

The surface, when completed, shall be smooth, dense, well-bonded, and of uniform texture and appearance. The compacted surface course of asphalt concrete shall be free from ruts, humps, depressions or irregularities. When a straight-edge 12 feet long is laid on the finished surface and parallel with the center line of the road or driveway, the surface shall not vary more than 0.02 foot from the lower edge of the straight-edge. The transverse slope of the finished surface shall be uniform to a degree such that no depressions greater than 0.02 foot are present when tested with a straight-edge 12 feet long laid in a direction transverse to the center line and extending from edge to edge of a 10 foot pass.

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.

PAYMENT

Full compensation for all labor, materials, tools, equipment and doing all work involved as described for Asphalt Concrete shall be considered included in the contract prices paid for various other items of work and no additional compensation will be allowed therefor.

7-12.01 NEW ROCK WALL

New rock wall shall include all labor, material, tools, equipment and doing all work involved as shown on the plans, including structural excavation, backfill, concrete, integrally colored grout, mason ties, reinforcement, stone and mock up.

Concrete shall conform to Section 90, State of California Standard Specifications and shall be Class 2 (6 sack) concrete.

New stone shall match stone of the historical stone walls surrounding the Park in color and material. Contractor shall provide stone sample for final stone selection and prepare a 24 inch by 24 inch square mock up for final approval prior to construction of rock wall.

MEASUREMENT AND PAYMENT

The contract price paid per square foot for "New Rock Wall" shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals necessary to complete the work in place, as shown on the plans and specified herein.

7-13.01 ELECTRIC SYSTEM

Electrical work shall include but is not limited to relocating all fountain pump, irrigation and park lighting controls from within the reconstructed underground vault to a new stainless steel Tesco, or approved equal, service pedestal which shall also house PG&E's electric meter, and shall include all labor, material, tools, testing and equipment for demolishing the existing wood utility shed and service panel down to the service feed from PG&E, install necessary PVC conduits and conductors from the new service pedestal to the underground vault and also three inch conduit for future use, form and pour new house keeping style pad for new contractor supplied and installed Tesco service pedestal or approved equal with factory powdercoat color equivalent to Tesco Fir Green, provide conduits for future flagpole pole lights, provide for all wiring and service outlets required to operate as currently configured. All work shall be done in conformance with the latest edition of the National Electrical Code and State and local codes as they

apply

MEASUREMENT AND PAYMENT

Full compensation for furnishing all materials and equipment to install the electrical system shall be included in the contract price paid for the bid item entitled “Electrical System” and no additional payment will be made therefor. The price paid shall include full compensation for furnishing all labor, tools, materials, equipment and incidentals necessary to complete the work.

7-14.01 CLASS 2 AGGREGATE BASE

Class 2 Aggregate Base (Class 2 AB) shall conform to Section 26 of the Standard Specifications for ¾” Maximum Class 2 AB.

Spreading and compacting of a minimum 4 inches of Class 2 AB sidewalk, and curb and gutter subgrade material shall be performed by methods that will produce a uniform base, firmly compacted, and free from pockets of coarse or fine material. Subgrade material shall be Class 2 AB in accordance with Section 26-1.02A of the Standard Specifications for ¾” maximum gradation (except where otherwise indicated on the plans) and compaction shall be moisture conditioned (if necessary) to above optimum moisture content and compacted to at least 95 percent relative compaction. The subgrade should not be allowed to dry out prior to pavement construction.

PAYMENT

Full compensation for all labor, materials, tools, equipment and doing all work involved as described for Class 2 Aggregate Base shall be considered included in the contract prices paid for various other items of work and no additional compensation will be allowed therefor.

7-15.01 VETERANS' MEMORIAL PLAZA RECONFIGURATION

Work for Veteran’s Memorial Plaza Reconfiguration shall include cutting, removal and disposal of existing brick and base layers, recompaction of subgrade, installation of four inches of crushed stone base, four inch concrete base, 3/8 inch to one inch thick mortar setting bed, and brick which shall match the appearance and size of the existing brick, layout of the work, furnishing all labour, material, tools equipment and performing all work involved as shown on the plans and specified herein.

Type M mortar shall conform to ASTM C270 “Specification for Mortar for Unit Masonry. Bricks shall be placed to match the existing brick pattern, and joint spacing. All joints shall be filled completely with mortar that shall be compressed.

Existing irrigation systems around the Veteran’s Memorial Plaza shall be maintained in working condition. Existing planting shall be trimmed only as necessary to perform the work.

Finish surface shall align with the existing brick and new ramp and shall slope a maximum of 2% in any direction.

MEASUREMENT AND PAYMENT

The lump sum contract price paid for Veterans' Memorial Plaza Reconfiguration shall include full compensation for furnishing all labor, materials and equipment necessary to complete the work as shown on the plans and specified herein. No additional compensation will be allowed.

7-16.01 BENCHES

Benches shall be Forms + Surfaces “Knight Bench” and installed where indicated on the plans.

- One backed bench, 6 foot, aluminum frame, FSC 100% Ipé hardwood slats, **Model SBKNI-072B**
- One backless bench, 8 foot, aluminum frame, FSC 100% Ipé hardwood slats, **Model SBKNI-096N**

Manufacturer Contact:
Forms+Surfaces
30 Pine Street

Pittsburgh, PA 15223
phone: 800-451-0410
fax: 412-781-7840
email: sales@forms-surfaces.com
website: www.forms-surfaces.com

Contractor shall provide product information submittal including; Manufacturer's standard product literature, Shop drawings, Installation instructions, and maintenance instructions, Submit powdercoat finish samples for approval.

Contractor shall store and handle benches in accordance with the manufacturer's instructions, store the products in the manufacturer's original packaging until ready for installation and protect products from impacts and abrasion during storage.

Provide manufacturer's standard one year warranty against defects in materials and workmanship.

Contractor shall verify that substrates are stable and capable of supporting the weight of the benches and that the substrates have been adequately prepared to securely anchor those items that will be surface mounted.

Contractor shall install according to the manufacturer's installation instructions and install the benches conformance to applicable ADA guidelines and End User's established Accessibility policies.

MEASUREMENT AND PAYMENT

The contract price paid per each Bench shall include full compensation for furnishing all labor, materials and equipment necessary to complete the work as shown on the plans and specified herein. No additional compensation will be allowed.

7-17.01 STORM WATER QUALITY CONTROL

Work shall consist of furnishing and applying erosion control materials, including preparing areas to receive erosion control materials to areas shown on the plans and as specified herein. Contractor shall use guidelines from Marin County Stormwater Pollution Prevention Program's "Minimum Erosion/Sediment Control Measures for Small Construction Projects".

Modification to the erosion control BMP's shown on the drawing may be made by the Contractor with verbal consent of the Engineer, to be followed by written consent. Additional measures shall be added as required should erosive materials be observed to be leaving the project site.

PAYMENT

Full compensation for all labor, materials, tools, equipment and doing all work involved as described for storm water quality control shall be considered included in the contract prices paid for various other items of work and no additional compensation will be allowed therefor.

SECTION 8. (BLANK)

SECTION 9. (BLANK)

APPLICABLE STANDARD

PLANS AND DETAILS

LIMITED UCS STANDARD

**REFER TO UNIFORM CONSTRUCTION STANDARDS,
FOR REMAINDER OF STANDARDS,
COUNTY OF MARIN,
MAY 2008**

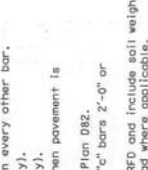
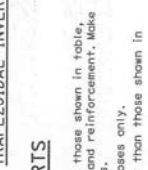
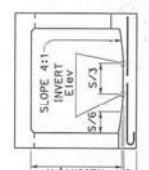
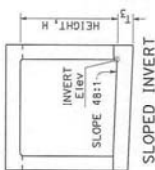
2010 STANDARD PLAN D80

COUNTY ROUTE PROJECT TOTAL SHEETS NO. SHEETS
 REGISTERED CIVIL ENGINEER
 May 20, 2011
 PLANS APPROVAL DATE
 THE STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION
 DIVISION OF HIGHWAYS AND TRAVEL DEVELOPMENT
 DIVISION OF OPERATIONS AND MAINTENANCE
 DIVISION OF DESIGN AND CONSTRUCTION
 DIVISION OF MATERIALS AND TESTING
 DIVISION OF SAFETY AND SECURITY
 DIVISION OF TRAFFIC ENGINEERING
 DIVISION OF UTILITIES
 DIVISION OF WATERWAYS AND MARINE TRANSPORTATION

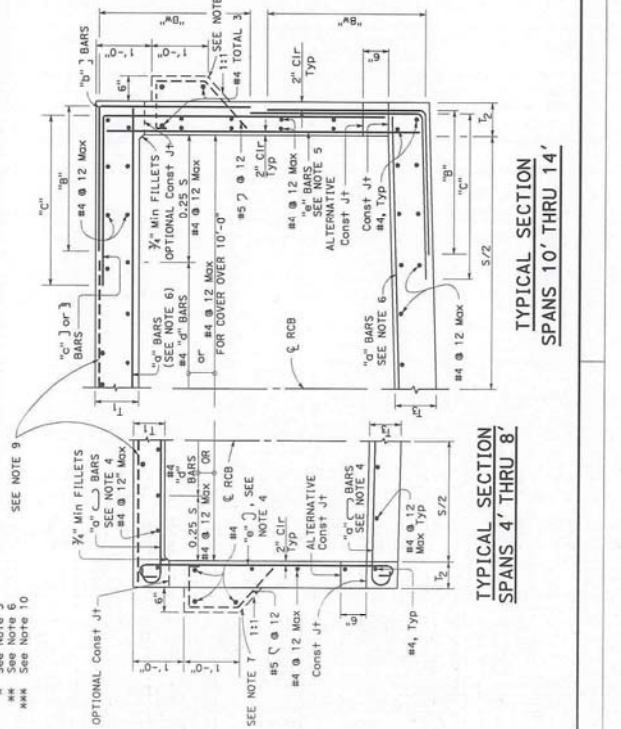
*"G" BARS FOR EARTH COVERS UP TO AND INCLUDING 10'-0" SPAN

NUMBER	4	5	6	7	8	9	10	11	12	13	14
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SPAN, S	HEIGHT, H													
	2'	3'	4'	5'	6'	7'	8'	9'	10'	11'	12'	13'	14'	
MAXIMUM EARTH COVER	10'	20'	10'	20'	10'	20'	10'	20'	10'	20'	10'	20'	10'	20'
ROOF	1	1	1	1	1	1	1	1	1	1	1	1	1	1
WALLS	2	2	2	2	2	2	2	2	2	2	2	2	2	2
INVERT	3	3	3	3	3	3	3	3	3	3	3	3	3	3
SPACING	4	4	4	4	4	4	4	4	4	4	4	4	4	4
"G" BARS	5	5	5	5	5	5	5	5	5	5	5	5	5	5
CONCRETE	6	6	6	6	6	6	6	6	6	6	6	6	6	6
REINFORCEMENT LB/LF	7	7	7	7	7	7	7	7	7	7	7	7	7	7
SOIL PRESSURE (ksf)	8	8	8	8	8	8	8	8	8	8	8	8	8	8



NOTES:
 1. For boxes with span or height less than any of those shown in table, use next greater size box concrete dimensions and reinforcement. Make necessary changes in bar lengths and quantities.
 2. Quantities are approximate and for design purposes only.
 3. For boxes with span or height or cover greater than those shown in table, a special design is required.
 4. It is permissible to eliminate the 180° hooks on every other bar.
 5. "G" bars are at half spacing (spans 10' - 14' only).
 6. "G" bars are at half spacing (spans 10' - 14' only).
 7. Provide paving match when top is exposed and when pavement is concrete, and adjust quantities.
 8. For design and details not shown, see Standard Plan D82.
 9. For exposed top, provide #4 @ 12 each way, lap "c" bars 2'-0" or more.
 10. Soil pressure shown are factored per AASHTO LRFD and include self weight of fill over box, self weight of box and live load where applicable.



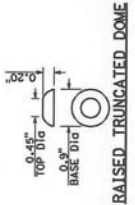
DEPARTMENT OF TRANSPORTATION
CAST-IN-PLACE REINFORCED CONCRETE SINGLE BOX CULVERT
 NO SCALE
D80

DIST. COUNTY ROUTE TOTAL PROJECT SHEET NO. PROJECT TITLE

Professional Engineer Seal:
 State of California, License No. 51912, David Gordon, Civil Engineer, expires 12/31/11.

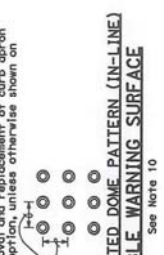
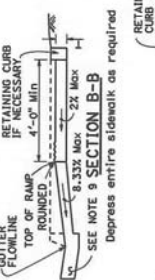
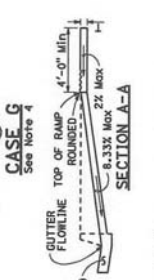
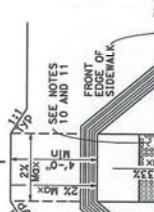
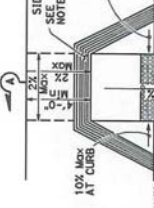
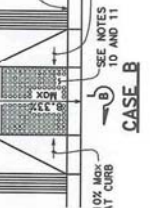
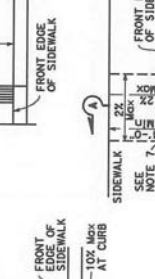
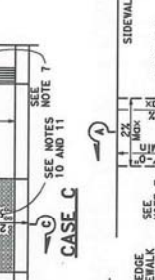
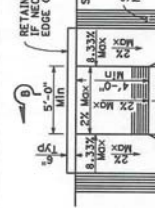
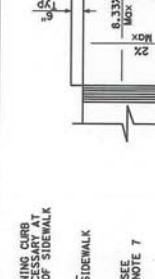
REGISTERED CIVIL ENGINEER
David Gordon

PLANS APPROVAL DATE: MAY 20, 2011
 THE STATE OF CALIFORNIA OFFICE OF THE REGISTERED PROFESSIONAL ENGINEERS
 HAS REVIEWED THIS PLAN SHEET.



NOTES:

- As site conditions dictate, Case A through Case G curb ramps may be used. Case A through Case G curb ramps may be used at mid block locations, as site conditions dictate.
- If distance from curb to back of sidewalk is too short to construct a ramp and a 2'-0" platform (landing) as shown in Case A, the platform may be widened as in Case B.
- When ramp is located in center of curb return, crosswalk configuration must be similar to that shown for Detail B.
- As site conditions dictate, the retaining curb side and the flared side of the Case G ramp shall be constructed in reversed position.
- If located on a curve, the sides of the ramp need not be parallel, but the minimum width of the ramp shall be 4'-0".
- Side slope of ramp flares vary uniformly from a maximum of 10% of curb to conform with longitudinal sidewalk slope adjacent to top of the ramp, except in Case C and Case F.
- The curb ramp shall be outlined, as shown, with a 1'-0" wide border with $\frac{1}{4}$ " grooves approximately $\frac{3}{4}$ " on center. See grooving detail.
- Transitions from ramps and landing to walks, gutters or streets shall be flush and free of abrupt changes.
- Maximum slope of adjoining gutters, the road surface immediately adjacent to curb, or of the accessible route shall not exceed 5 percent within 4'-0" of the top and bottom of the curb ramp.
- Curb ramps shall have a detectable warning surface that extends the full width of the ramp and shall conform to the detectable warning surface requirements in the Special Provisions.
- The edge of the detectable warning surface nearest the street shall be between 6" and 8" from the gutter flowline.
- Sidewalk and ramp thickness, "T", shall be $\frac{3}{4}$ " minimum.
- Utility pull boxes, manholes, vaults and all other utility facilities within the boundaries of the curb ramp will be relocated or adjusted to grade by the owner prior to, or in conjunction with, curb ramp construction.
- For retrofit conditions, removal and replacement of curb apron project plans.



STATE OF CALIFORNIA
 DEPARTMENT OF TRANSPORTATION

CURB RAMP DETAILS

NO SCALE

A88A

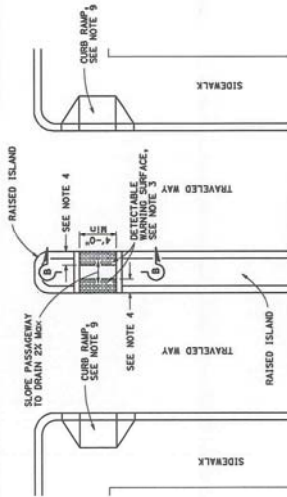
2010 STANDARD PLAN A88B

DATE	COUNTY	ROUTE	POST MILE	SHEET NO.	TOTAL SHEETS

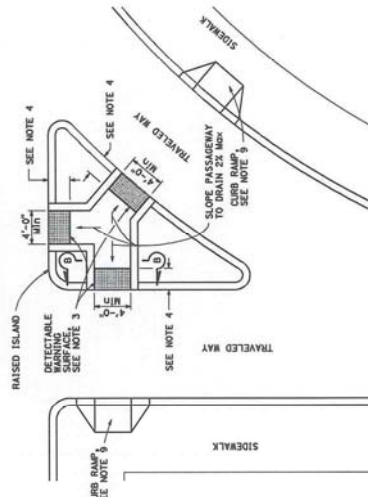
H. David Cook REGISTERED CIVIL ENGINEER MAY 20, 2011 EXPIRES: 12/31/13 STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION DIVISION OF HIGHWAYS CONTRACT NO. 10-0000000000000000 SHEET NO. 10-0000000000000000

NOTES:

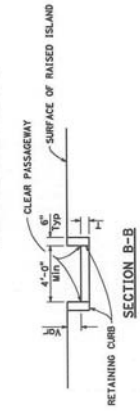
1. Curb ramp width, curb and passageway thickness, "T", shall be 3/4" minimum.
2. For details of grooving used with Case CII curb ramp, see Standard Plan A88A.
3. For details of detectable warning surfaces, see Standard Plan A88A.
4. Where an island passage way length is less than 6'-0" and full depth of the passage way length, where an island passage way length is less than 8'-0", each detectable warning surface shall extend the full width and 2'-0" depth of the passage way. Where an island passage way length is greater than or equal to 6'-0", each detectable depth of the passage way length.
5. For Case CII curb ramp, the edge of the detectable warning surface nearest the street shall be between 6" and 8" from the gutter flanking.
6. The curb ramp, the gutter, the gutters or streets shall be flush and free of curbside obstructions.
7. Minimum slopes of adjoining gutters, the road surface immediately adjacent to the curb ramp, or accessible route to the curb ramp, shall be within 4'-0" of the top and bottom of the curb ramp.
8. Utility pull boxes, manholes, vaults and all other utility facilities within the boundaries of the curb ramp will be constructed in conjunction with curb ramp construction.
9. For additional curb ramp details, see Standard Plan A88A.



TYPE A PASSAGEWAY

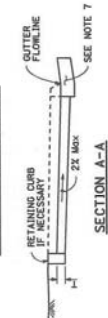


TYPE B PASSAGEWAY



SECTION B-B

TYPE C PASSAGEWAY



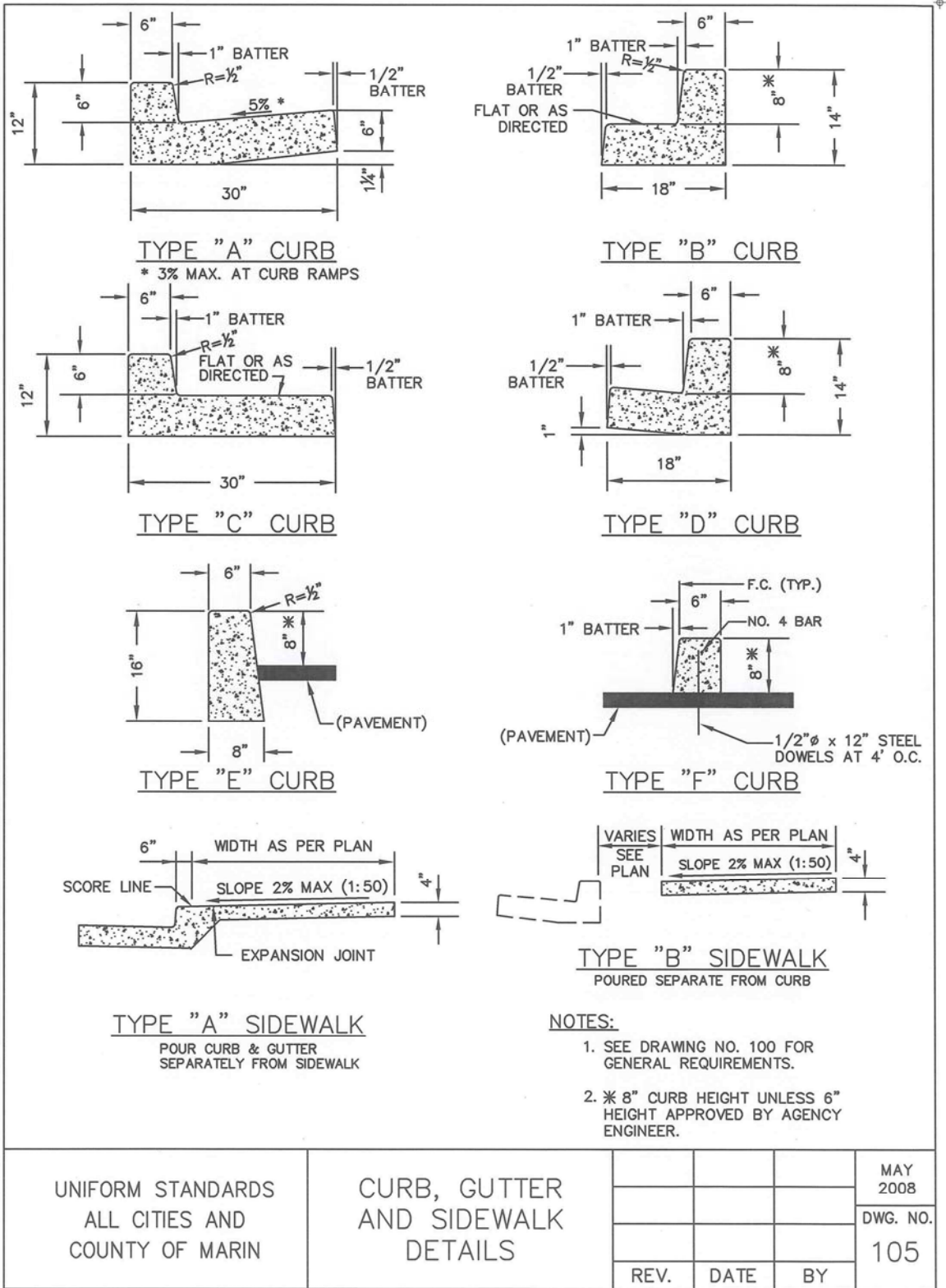
SECTION A-A

STATE OF CALIFORNIA
 DEPARTMENT OF TRANSPORTATION
**CURB RAMP AND
 ISLAND PASSAGEWAY DETAILS**
 NO SCALE
A88B

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 REMEDIAL 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 SIX INCHES.
5. NEW WORK SHALL MATCH EXISTING AS CLOSELY AS POSSIBLE IN FINISH, SCORING AND COLOR. FOR NEW INSTALLATIONS PLACED ADJACENT TO EXISTING, 2LB. DAVIS BLACK #8084 (OR EQUIVALENT) PER CU. YD. 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 MEET 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 16 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"						MAY 2008
							DWG. NO.
							100
	REV.	DATE	BY				

M:\Standards\County Standards (UCS)\2008 Updated County Standards



UNIFORM STANDARDS
 ALL CITIES AND
 COUNTY OF MARIN

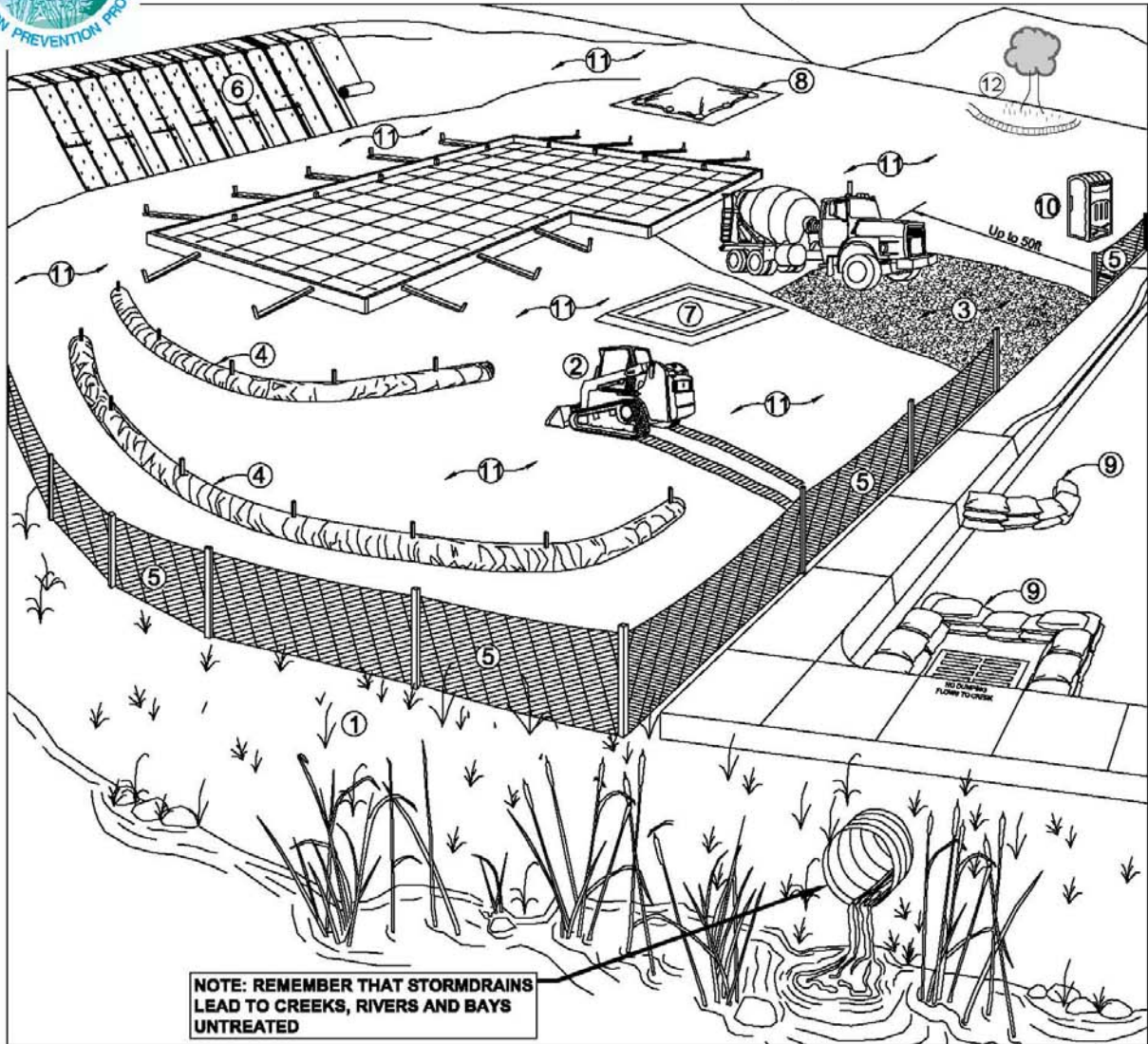
CURB, GUTTER
 AND SIDEWALK
 DETAILS

			MAY 2008
			DWG. NO.
			105
REV.	DATE	BY	



Marin County Stormwater Pollution Prevention Program

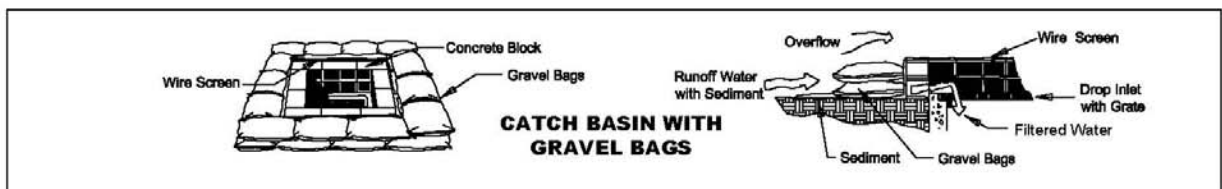
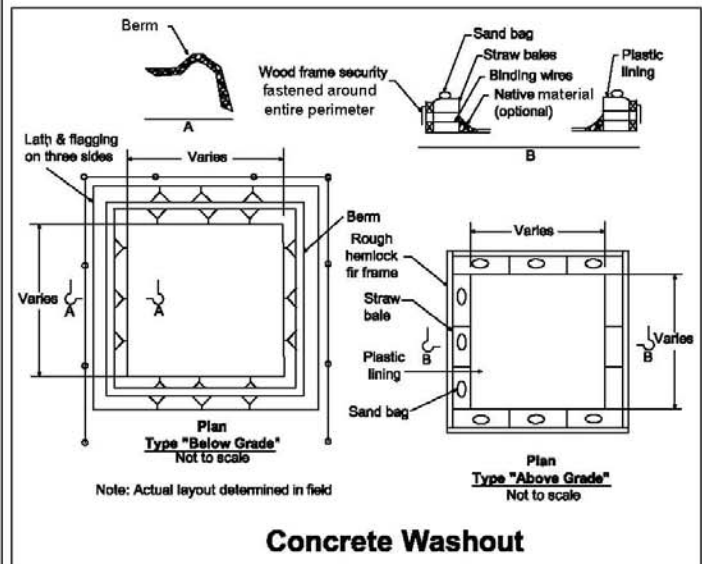
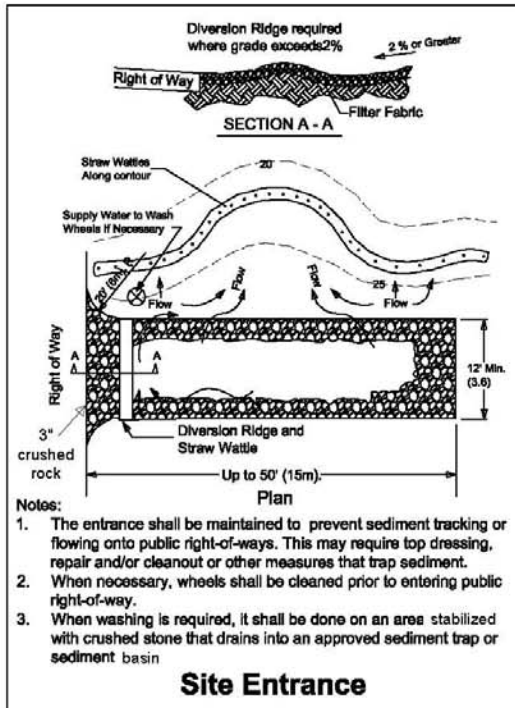
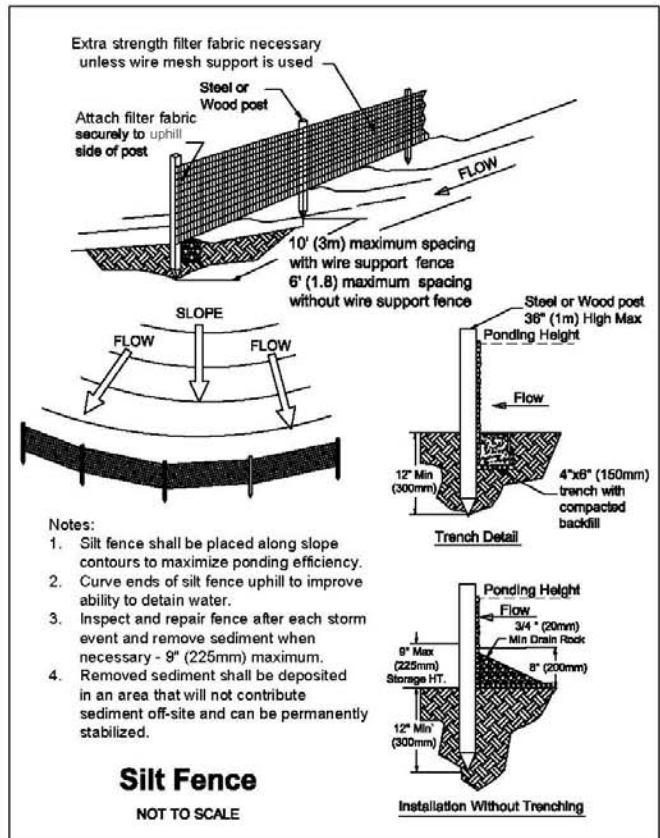
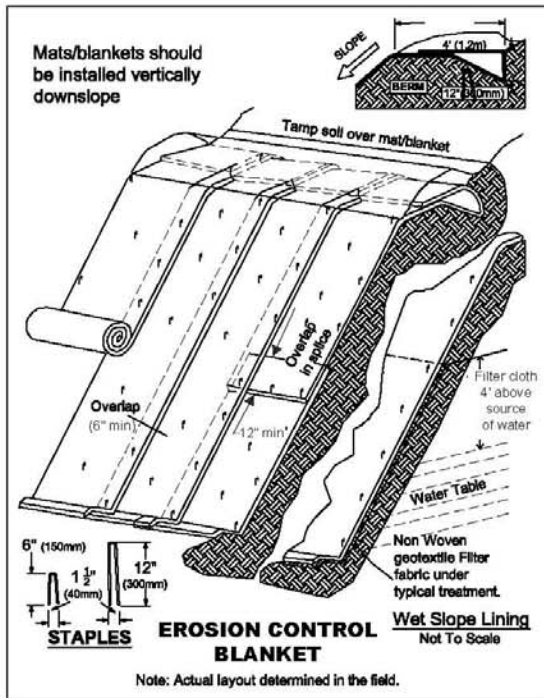
Minimum Erosion/Sediment Control Measures For Small Construction Projects



- (1) Check with your local Planning and Public Works departments for creek setback requirements. Grading and/or building may be limited or prohibited within creekside buffers.
- (2) During grading phase, track-walk up and down slopes (not parallel to them).
- (3) *Stabilize site entrance and temporary driveway - use 3" crushed rock up to 50' (or as far as possible) to prevent tracking soil offsite.
- (4) *Use straw wattles along contours with 2:1 slopes or steeper, keyed into ground at least 3" deep (typically 25' to 50' apart).
- (5) *Install silt fence along contours as secondary measure to keep sediment onsite and to minimize vehicle and foot traffic beyond limits of site disturbance.
- (6) *Install erosion control blankets (or equivalent) on any disturbed site with 2:1 slopes or greater.
- (7) *Construct a concrete washout site adjacent to stabilized entrance. Clean as needed and remove at end of project.
- (8) Cover all stockpiles and landscape material and berm properly with straw wattles or sand bags. Keep behind silt fence, away from water bodies.
- (9) *Use pea-gravel bags (or similar product) around drain inlets located both onsite and in gutter as a last line of defense.
- (10) Place port-a-potty near stabilized site entrance, behind the curb and away from storm drain inlets and water bodies.
- (11) Cover all exposed soil with straw mulch and tackifier (or equivalent).
- (12) Existing vegetation should be preserved as much as possible. Revegetate areas of disturbed soil/vegetation as soon as practical.

Note: Schedule construction activities to reduce erosion potential. Sediment and erosion control shall be continually maintained throughout the rainy season (October 1st - April 30th) and must remain effective through the construction and landscape phases. Inspect and maintain BMPs before and after rain events. *See reverse for detail drawings. Visit www.mcstoppp.org for more information on construction site management.

TYPICAL DETAILS



If you require materials in alternative formats, please contact:
415-473-4381 voice/TTY or disabilityaccess@co.marlin.ca.us.

**SAMPLE AGREEMENT
INCLUDED FOR INFORMATION PURPOSES ONLY**

**CITY OF SAUSALITO
PUBLIC WORKS CONTRACT**

**ADA ROW
IMPROVEMENTS**

This Contract, made and entered into this _____ day of _____, 2013, by and between the City of Sausalito, Marin County, California (hereinafter "City") and _____, (hereinafter "Contractor").

In consideration of the mutual promises contained herein, and based upon the provisions set forth above, the parties agree as follows:

Section 1. Contract Documents

This Contract consists of and includes this four page Agreement, the Notice to Bidders, the Instruction to Bidders, the Special Provisions, the Plans prepared by the City of Sausalito, the City of Sausalito General Provisions, the Technical Provisions (section 20 through 80) of the "Standard Specifications for Public Works Construction, All Cities and County of Marin," the accepted proposal of Contractor, all addenda referred to in Exhibit _ of this Agreement, the Performance Bond, Payment Bond, all insurance and security required and the non collusion affidavit required by 7106 of the Public Contracts Code. These documents together form the Contract between City and Contractor, and all are incorporated as fully a part of the Contract as if attached to this Agreement or repeated herein. Throughout the remainder of this Agreement, the "Contract Documents" shall refer to each and every document referred to in this section.

Section 2. The Work

Contractor shall perform everything required to be performed and in the manner required to be performed, in the Contract Documents for "**VINA DEL MAR ACCESSIBILITY PROJECT**". The duties of Contractor required under the Contract and this Section 2 of the Agreement are referred to throughout the remainder of this Contract as "the Work."

Section 3. Work Schedule

Contractor shall not commence the Work until after receipt of Notice to Proceed issued by the City Engineer, and Contractor shall thereafter commence the Work within five (5) calendar days of receipt of such Notice. The Work shall be completed within forty (40) consecutive working days after the start date noted on the Notice to Proceed.

Section 4. Contract Price

City shall pay Contractor for the performance of the Work as the total contract price the total amount of _____, which amount is as provided in the Approved Bid. Payment of such amount is subject to any deductions of adjustments provided for in the Contract Documents or as may be provided for by any approved Change Order.

Section 5. Amendments

Amendments to the Contract including any Change Order shall be only by written agreement, signed by both parties. No Amendment to this Contract shall be effective until approved by the City Engineer.

Section 6. Independent Contractor - Subcontractors

It is specifically understood and agreed that in the making and performance of this Contract, Contractor is an independent contractor and is not and shall not be construed to be an employee, agent or servant of City. Contractor shall be entitled to employ as its subcontractors only those individuals or firms described in its Bid Proposal, which subcontractors shall be required by Contractor to be subject to any terms and conditions of this Contract which pertains to them.

Section 7. Contractor's Responsibility

It is understood and agreed that Contractor and any subcontractor has the professional skills and licenses necessary to perform the Work, and that City relies upon the professional skills of the Contractor and any subcontractor to do and perform the Work in a skillful and professional manner in accordance with the standards of the profession. Contractor thus agrees to so perform the Work, and to require the same of any subcontractor.

Acceptance by City of the Work, or any of it, does not operate as a release of the Contractor from such professional responsibility. It is further understood and agreed that Contractor has reviewed in detail the scope of the work to be performed under this Contract and agrees that in his professional judgment, the Work can and shall be completed for a fee within the amounts set forth in Section 4 of this Contract.

Contractor agrees to do the Work in accordance with the terms of this Contract and to be bound by the conditions of this Agreement, including all Contract Conditions set out in the documents enumerated in section 1, above.

Section 8. Hold Harmless, Indemnification and Insurance Requirements

A. Indemnification and Hold Harmless.

Contractor shall indemnify, defend and save City, its officers, officials, employees and agents harmless from and against any and all liability, claims, suits, actions, damages and/or causes of action of any kind arising out of any bodily injury, personal injury, property damage or in violation of any federal, state or municipal law or ordinance or other cause in connection with the activities of Contractor, its employees, agents, subcontractors or on account of the performance or character of the Work or otherwise related to its performance of this Contract. Approval of any insurance coverage's does not, in any way, relieve Contractor of liability under this Indemnification and hold harmless clause.

B. Insurance Requirements, General

Contractor shall promptly obtain, at his own expense, all the insurance required by the Special Provisions and shall submit coverage verification review and approval by City. The notice to proceed with the Work will not be issued, and Contractor shall not commence work, until such insurance has been approved by City. Contractor shall not allow any Subcontractors to commence work on his subcontract until all similar insurance required of the Subcontractor has been obtained and verified. All required insurance shall remain in full force and effect at all times during the prosecution of the Work and until the final completion and acceptance thereof and in compliance with the further terms of the Contract. Notice to proceed does not relieve Contractor of the duty to obtain such insurance as required by the Contract. Each insurance 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 request, has been given to the City. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its officers, officials, employees or volunteers.

Section 9. Nondiscrimination

There shall be no discrimination against any employee who is employed in the Work, or against any applicant for such employment because of race, religion, color, sex or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

Section 10. City Personnel Conflict of Interest

No officers, member, or employee of City and no member of the governing body of City who exercises any functions or responsibilities in the review, approval of the undertaking or carrying out of the Work, shall participate in any decision relating to this Contract which affects his personal interest or the interest of any corporation, partnership, or association in which he is, directly or indirectly interested; nor shall any such officer, member or employee of City have any interest, direct or indirect, in this Contract or the proceeds thereof.

Section 11. Contractor Conflict of Interest

Contractor covenants that he presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the Work. Contractor further covenants that in the performance of this Contract, no persons having any such interest shall be employed.

Section 12. Assignment

Contractor shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or notation) without the prior written consent of City.

Section 13. Ownership of Documents

Contractor agrees that all designs, drawings, specifications, and other technical data produced in the performance of this Contract including any and all shop drawings shall at the request of City and upon completion or termination of the Contract become the sole property of the City including all rights therein of whatever kind and whether arising from common or civil law or equity, and without requirement of additional compensation. Contractor agrees that City shall have access at all reasonable times to inspect and make copies of all notes, designs, drawings, specifications and other technical data pertaining to the Work.

All drawings and engineering documents shall be subject to the approval of and if requested by the City Engineer shall be prepared for the signature of the City Engineer.

Section 14. Enforcement of Contract - Attorney Fees

In the event it shall be necessary for either party to institute court action to enforce any of the terms of this Contract, the prevailing party in such litigation shall be entitled to recover reasonable attorney's fees.

Section 15. Miscellaneous Provisions

- A. Time is of the essence in the performance of this Contract.
- B. This Contract shall extend to, be binding upon and inure to the benefit of any executor, administrator, successor, heir and assign of the parties hereto.

In Witness Whereof, City and Contractor have executed this Contract as of the date first written above.

City of Sausalito:

Contractor:

City Manager

Recommended for approval by:

City Engineer

Approved as to form by:

City Attorney

Corporate authority of:

to enter into this
Contract confirmed by:

Corporate Secretary

WORKMEN'S COMPENSATION INSURANCE CERTIFICATE

The Contractor shall execute the following form as required by the California Labor Code, Sections 1860 and 1861:

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

Date: _____

Contractor

By: _____
Signature

Title

Attest: _____
Signature

Title

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That

WHEREAS, the City Council of the City of Sausalito, County of Marin, State of California, has awarded to

(hereinafter designated as "Principal")

a contract for **VINA DEL MAR ACCESSIBILITY PROJECT**, and,

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

NOW, THEREFORE, we, the Principal and _____ Surety, are held and firmly bound unto the City of Sausalito (hereinafter called "City"), in the penal sum of _____ (\$ _____) lawful money of the United States, 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 or its heirs, executors, administrators, successors or assigns shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, and agreements in the said contract 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 according to their true intent and meaning, and shall indemnify and save harmless City, its officers, representatives, 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.

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 way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alternation, or additions to the terms of the contract or to the work or to the specifications.

In the event suit is brought upon this bond by City and judgment is recovered, Surety shall pay all costs incurred by City in such suit, including a reasonable attorney's fee to be fixed by the court.

IN WITNESS WHEREOF, two identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by Principal and Surety above named on the day of _____, 20_____.

_____(Seal)

_____(Seal)

_____(Seal)

Principal

_____(Seal)

_____(Seal)

_____(Seal)

Surety

Address

NOTE: Signature of those executing for Surety must be properly acknowledged.

PAYMENT BOND FOR PUBLIC WORKS

KNOW ALL MEN BY THESE PRESENTS: That

WHEREAS, the City Council of the City of Sausalito, County of Marin, State of California, and

_____ (hereinafter designated as "Principal")

have entered into an agreement for the furnishing of all materials, labor, services, and transportation necessary, convenient, and proper to implement:

ADA ROW IMPROVEMENTS

which said Agreement dated _____, 20_____, and all of the Contract Documents attached to or forming a part of said Agreement, are hereby referred to and made a part thereof; and

WHEREAS, said Principal is required by Chapter 5 (commencing at Section 3225) and Chapter 7 (commencing at Section 3247), Title 15, Part 4, Division 3 of the California Civil Code to furnish a bond in connection with said contract;

NOW, THEREFORE, we, the Principal and _____ as Surety, are held and firmly bound unto the City of Sausalito (hereinafter called "City"), in the penal sum of _____ Dollars(\$_____) lawful money of the United States, 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 said Principal, his or its subcontractors, heirs, executors, administrators, successors or assigns fail to pay any of the persons named in Section 3181 of the California Civil Code, or amounts due under the Unemployment Insurance code with respect to work or labor performed by any such claimant, the Surety will pay for the same, in an amount not exceeding the sum hereinabove specified, and also, in case suit is brought upon this bond, a reasonable attorney's fee, to be fixed by the court.

This bond shall insure to the benefit of any of the persons named in Section 3181 of the California Civil Code, so as to give a right of action to such persons or their assigns in any suit brought upon this bond.

It is further stipulated and agreed that the Surety on this bond shall not be exonerated or released from the obligation of this bond by any change, extension of time for performance, addition, alteration, or modification in, to, or any contract, plans, specification, or agreement pertaining or relating to any scheme or work of improvement hereinabove described or pertaining to or relating to the furnishing of labor, materials, or equipment therefor, nor by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme or work of improvement hereinabove described nor by any rescission or attempted rescission of the contract, agreement, or bond; nor by any conditions precedent or subsequent in the bond attempting to limit the right or recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond, nor by any fraud practiced by any person other than the claimant seeking to recover on the bond and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given, and under no circumstances bond has been given, by reason of any breach of contract between the owner or Public Entity and original contractor or on the part of any obligee named in such bond, but the sole conditions of recovery shall be that claimant is a person described in Section 3110 or 3112 of the California Civil Code, and has not been paid the full amount of his claim and that Surety does hereby waive notice of any such change, extension of time, addition, alteration, or modification herein mentioned.

IN WITNESS WHEREOF, two identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by Principal and Surety above named on the day of _____, 20_____.

_____(Seal)

_____(Seal)

_____(Seal)
Principal

_____(Seal)

_____(Seal)

_____(Seal)
Surety

Address

NOTE: Signature of those executing for Surety must be properly acknowledged.

WARRANTY BOND

KNOW ALL MEN BY THESE PRESENTS: That

WHEREAS, the City Council of the City of Sausalito, County of Marin, State of California, has awarded to

_____ (hereinafter designated as "Principal")

a contract for **VINA DEL MAR ACCESSIBILITY PROJECT**, and,

WHEREAS, said Principal is required under the terms of said contract to furnish a bond for the guarantee of materials used and workmanship performed for a period of one (1) year after the recordation of the "Notice of Completion":

NOW, THEREFORE, we, the Principal and _____ as Surety, are held and firmly bound unto the City of Sausalito (hereinafter called "City"), in the penal sum of _____ Dollars(\$ _____) lawful money of the United States, 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 said Principal, his or its heirs, executors, administrators, successors or assigns shall for a period of one year from the date of recordation of the "Notice of Completion" repair or replace, at the discretion of the City, any and all defective or deficient materials or workmanship used, supplied, or provided by Principal in performance of said contract, and otherwise well and truly keep and perform all the undertakings, terms, covenants, conditions, and agreements as to any all guarantees and warranties required by said contract and any alteration thereof, made as therein provided, all within the time and in the manner therein designated and in all respects according to their true intent and meaning, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect.

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

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety herein named on the day of _____, 20____.

_____(Seal)

_____(Seal)

_____(Seal)

Principal

_____(Seal)

_____(Seal)

_____(Seal)

Surety

Address

NOTE: Signature of those executing for Surety must be properly acknowledged.

Contract No. _____
Escrow Agreement No. _____

**ESCROW AGREEMENT: SUBSTITUTION OF SECURITIES
PROGRESS PAYMENTS UNDER PUBLIC WORKS CONTRACTS
(Gov. Code Sec. 4590)**

The parties to this Agreement are: The City of Sausalito, County of Marin ("CITY" herein); and:

_____ ("CONTRACTOR" herein), and the
(name of contractor)

_____ ("ESCROW AGENT" herein).
name of bank)

RECITALS

CITY and CONTRACTOR have entered into a contract for the construction

of _____ Contract No. _____

This agreement is made pursuant to the authority of Government Code Section 4590; its purpose is to provide for the release to CONTRACTOR of sums which CITY otherwise would be required to withhold from progress payment to CONTRACTOR. This agreement shall be effective as the date of execution by the parties shown on Page 5.

In consideration of their mutual promises the parties hereto agree as follows:

CONTRACTOR agrees:

1. CONTRACTOR shall deliver initially to ESCROW AGENT, in accordance with the provisions of Government Code Section 4590, either or both of the following forms of security in the combined amount of not less than: \$ _____. If less than 5% of the total contract amount, CONTRACTOR shall deposit such additional securities as may be required in amounts sufficient to comply with paragraphs 3 and 4 of Section I below.
 - (a) securities listed under Government Code Section 16430;
 - (b) certificates of deposit issued by banks authorized to transact business in California which are members of the Federal Deposit Insurance Corporation, or by savings and loan associations authorized to transact business in California which are members of the Federal Savings and Loan Insurance Corporation. Non-negotiable certificates of deposit shall be payable to the order of _____ (name of escrow agent) as Trustee under their Escrow Agreement number _____.
2. Any certificates of deposit delivered by CONTRACTOR to ESCROW AGENT, hereunder, shall be accompanied by evidence satisfactory to ESCROW AGENT that the issuing bank or savings and loan company will honor any request for redemption prior to maturity and that payment will be made to ESCROW AGENT without any rights of third parties being permitted to intervene.
3. CONTRACTOR shall maintain on deposit at all times prior to termination of escrow created by this agreement securities as specified in Section I Paragraph (b), above; or a combination of such securities and certificates of deposit having a market value of not less than the amount to be paid to CONTRACTOR under the terms of this agreement.
4. Upon demand of ESCROW AGENT, CONTRACTOR shall deposit with ESCROW AGENT additional

securities as defined in Section I, Paragraphs 1 (a) and 1 (b), above, necessary to maintain said deposit as specified above.

5. CONTRACTOR shall pay all charges made by ESCROW AGENT for services rendered by it as such ESCROW AGENT, including but not limited to service fees and out-of-pocket expenses.
6. CONTRACTOR shall pay any escrow charges made by CITY for escrow services performed by CITY.
7. CONTRACTOR shall deposit with ESCROW AGENT such properly executed documents as, in the opinion of ESCROW AGENT, are necessary to enable ESCROW AGENT to sell deposited securities or to redeem certificates of deposit.
8. CONTRACTOR shall pay any and all costs incurred by CITY or ESCROW AGENT, including but not limited to reasonable attorney's fees, in any legal proceedings in any way arising out of or related to this escrow, including but not limited to legal proceedings challenging the right of CITY or ESCROW AGENT to possess or dispose of said securities.
9. CONTRACTOR agrees that CITY may direct ESCROW AGENT to sell securities or redeem certificates of deposit deposited with ESCROW AGENT under the terms of this CONTRACTOR'S default or failure to perform pursuant to the terms of the construction contract.

CITY agrees:

1. CITY shall pay to ESCROW AGENT, in accordance with established CITY procedures, funds which otherwise would be withheld from progress payments pursuant to the requirements of law and in accordance with the contract documents upon receipt of notice from ESCROW AGENT that the following are on deposit with ESCROW AGENT:
 - (a) securities in the form and amount specified in Section I, Paragraph 1, hereof;
 - (b) documents necessary to enable ESCROW AGENT to sell or redeem the deposited securities.
2. CITY shall be obligated to make such payments only if ESCROW AGENT holds securities deposited under the provisions of Section I, Paragraph 1, having a market value of not less than the total amount otherwise normally withheld from the progress payments to be paid to CONTRACTOR under this agreement.

ESCROW AGENT agrees:

1. ESCROW AGENT shall hold the securities or certificates of deposit in trust for the benefit of CITY until such time as the escrow created hereunder is terminated.
2. ESCROW AGENT shall obtain from CONTRACTOR such documents as in the opinion of ESCROW AGENT are necessary to enable ESCROW AGENT to sell the securities or to redeem the certificates of deposit deposited hereunder.
3. ESCROW AGENT shall review the market value of securities held in said escrow account monthly at the close of business on the first business day of each month.
4. ESCROW AGENT shall pay to CONTRACTOR moneys paid to ESCROW AGENT by CITY, except that in no event will ESCROW AGENT make any payment to CONTRACTOR if such payment will cause the total amount of payments so made to exceed the value of the securities on deposit with ESCROW AGENT as of the date of such payment.
5. ESCROW AGENT shall promptly, upon receipt of written notice from CITY to do so, sell securities or

redeem certificates of deposit and hold proceeds of such sale or redemption for disbursement at the written direction of CITY.

6. ESCROW AGENT shall make no charge to CITY for any services or out-of-pocket expenses incurred in carrying out its duties and obligations under this agreement.
7. ESCROW AGENT shall hold securities as Trustee for CITY as security for payment of money which would otherwise be held by CITY pursuant to the requirements of law, and agrees that the rights of CITY to said securities are superior to any lien (or claim of lien) including but not limited to the right to sell or redeem securities as provided in Section I, Paragraph 8, hereof, which ESCROW AGENT claims or may in the future claim against said deposit.

ALL PARTIES hereto further agree that:

1. CONTRACTOR shall have the right to withdraw or exchange securities from the custody of ESCROW AGENT. Such withdrawal or exchange may be made only if the market value or, in the case of certificates of deposits, face value of securities deposited under the provisions of Section I, Paragraph 1, in the custody of ESCROW AGENT after such withdrawal or exchange equals not less than 100% of total amount paid to CONTRACTOR by ESCROW AGENT under this agreement. ESCROW AGENT shall notify CITY in writing of any such withdrawal or exchange within two business days of such withdrawal or exchange.
2. The total amount of funds to be released to CONTRACTOR pursuant to this escrow agreement, in lieu of being withheld by CITY from progress payments to CONTRACTOR, may be increased during the term of this agreement to 5% of the total contract amount if CONTRACTOR so elects. CONTRACTOR shall deliver to ESCROW AGENT securities as specified in Paragraph 1 having a market value not less than 5% of the total contract amount.
3. This escrow shall terminate and ESCROW AGENT shall return to CONTRACTOR all securities held in its custody promptly upon receipt of written notice from CITY that said securities may be released.
4. CONTRACTOR is the beneficial owner of said securities held by ESCROW AGENT and CONTRACTOR is entitled to receive any and all interest which may be paid thereon.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the _____ day of _____ 20__.

CITY OF SAUSALITO

By: _____
City Engineer

"CONTRACTOR"

(Name of Firm)

By: _____

Title: _____

ESCROW AGENT

(Name of Firm)

By: _____

Title: _____

APPENDIX A

ARTICLE 1.5

Resolution of Construction Claims

[Added Stats 1994 ch 726 § 22 (AB 3069), effective September 21, 1994. Former Article 1.5, also entitled “Resolution of Construction Claims”, consisting of §§ 20104-20104.8, was added Stats 1990 ch 1414 § 2 and repealed, operative January 1, 1994, by the terms of § 20104.8.]

Section

20104. Application of article; “Public work”; “Claim”
- 20104.2. Requirements to submit claim; Agency’s response; Dispute by claimant over response; Failure of agency to respond; Inapplicability of article to tort claims
- 20104.4 Procedures to resolve claims
- 20104.6 Payment of portion of claim which is undisputed; Payment of interest on arbitration award or judgment

§ 20104. Application of Article; “Public work”; “Claim”

- (a)(1) This article applies to all public works claims of three hundred seventy-five thousand dollars (\$375,000) or less which arise between a contractor and a local agency.
- (2) This article shall not apply to any claims resulting from a contract between a contractor and a public agency when the public agency has elected to resolve any disputes pursuant to Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2.
- (b)(1) “Public work” has the same meaning as in Sections 3100 and 3106 of the Civil Code, except that “public work” does not include any work or improvement contracted for by the state or the regents of the University of California.
- (2) “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 © an amount the payment of which is disputed by the local agency.
- (c) The provisions of this article or a summary thereof shall be set forth in the plans or specifications for any work which may give rise to a claim under this article.
- (d) This article applies only to contracts entered into on or after January 1, 1991.

Added Stats 1994 ch 726 § 22 (AB 3069), effective September 21, 1994.

Former Sections:

Former § 20104, similar to the present section, was added Stats 1990 ch 1414 § 2 and repealed, operative January 1, 1994 by the terms of § 20104.8.

Former § 20104 was added Stats 1990 ch 321 § 2, effective July 16, 1990, and renumbered to be § 20103.5 by Stat 1990 ch 1414 § 1.

§ 20104.2. Requirements to submit claim; Agency’s response; Dispute by claimant over response; failure of agency to respond; Inapplicability of article to tort claims

For any claim subject to this article, the following requirements apply:

- (a) The claim shall be in writing and include the documents necessary to substantiate the claim. Claims must be filed on or before the date of final payment. Nothing in this subdivision is intended to extend the time limit or supersede notice requirements otherwise provided by contract for the filing of claims.
- (b)(1) For claims less than fifty thousand dollars (\$50,000), the local agency 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 local agency may have against the claimant.

(2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.

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

(c)(1) For claims of over fifty thousand dollars (\$50,000) and less than or equal to three hundred seventy-five thousand dollars (\$375,000), the local agency shall respond in writing to all written claims within 60 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the local agency may have against the claimant.

(2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.

(3) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 30 days after receipt of the further documentation, or within a period of time no greater than that taken by the claimant in producing the additional information or requested documentation, whichever is greater.

(d) If the claimant disputes the local agency's written response, or the local agency fails to respond within the time prescribed, the claimant may so notify the local agency, in writing, either within 15 days of receipt of the local agency's response or within 15 days of the local agency'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 local agency shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(e) Following the meet and confer conference, if the claim or any portion remains in dispute, the claimant 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 claimant submits his or her written claim pursuant to subdivision (a) until the time that the claim is denied as a result of the meet and confer process, including any period of time utilized by the meet and confer process.

(f) This article 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

Added Stats 1994 ch 726 § 22 (AB 3069), effective September 21, 1994.

Former Sections:

Former § 20104.2, similar to the present section, was added Stats 1990 ch 1414 § 2, amended Stats 1991 ch 1029 § 1, and repealed, operative January 1, 1994, by the terms of § 20104.8.

§ 20104.4. Procedures to resolve claims

The following procedures are established for all civil actions filed to resolve claims subject to this article:

- (a) Within 60 days, but no earlier than 30 days, following the filing or responsive pleadings, the court shall submit the matter to nonbinding mediation unless waived by mutual stipulation of both parties. The
- (b) mediation process shall provide for the selection within 15 days of 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.
- (b)(1) 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.
- (2) 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.
- (3) 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.
- (c) The court may, upon request by any party, order any witnesses to participate in the mediation or arbitration process.

Added Stats 1994 ch § 22 (AB 3069), effective September 21, 1994.

Former Sections:

Former § 20104.4 similar to present selection, was added Stats 1990 ch 1414 § 2, amended Stats 1991 ch 1029 § 2, and repealed, operative January 1, 1994, by the terms of § 20104.8.

§ 20104.8. [Section repealed 1993.]

Added Stats 1990 ch 1414 § 2 (AB 4165). Repealed, operative January 1, 1994, its own terms.