

CITY OF SAUSALITO
CONSTRUCTION CONTRACT

UPGRADE STORM DRAIN SYSTEM AT SPENCER AVENUE

1. PARTIES AND DATE.

This Contract is made and entered into this ___ day of ___, 2024 by and between the City of Sausalito, a public agency of the State of California (“City”) and [Contractor Name], a [Entity Type] with its principal place of business at [Contractor Address] (“Contractor”). City and Contractor are sometimes individually referred to as “Party” and collectively as “Parties” in this Contract.

2. RECITALS.

2.1 City. City is a public agency organized under the laws of the State of California, with power to contract for services necessary to achieve its purpose.

2.2 Contractor. Contractor desires to perform and assume responsibility for the provision of certain construction services required by the City on the terms and conditions set forth in this Contract. Contractor represents that it is duly licensed and experienced in providing heating ventilating and air conditioning related construction services to public clients, that it and its employees or subcontractors have all necessary licenses and permits to perform the services in the State of California, and that it is familiar with the plans of City. The following license classifications are required for this Project: General Contractor A.

2.3 Project. City desires to engage Contractor to render such services for the Upgrade Storm Drain System at Spencer Avenue (“Project”) as set forth in this Contract.

2.4 Project Documents & Certifications. Contractor has obtained, and delivers concurrently herewith, a performance bond, a payment bond, and all insurance documentation, as required by the Contract.

3. TERMS

3.1 Incorporation of Documents. This Contract includes and hereby incorporates in full by reference the following documents, including all exhibits, drawings, specifications and documents therein, and attachments and addenda thereto:

- Services/Schedule (Exhibit “A”)
- Plans and Specifications (Exhibit “B”)
- Special Conditions (Exhibit “C”)
- Contractor’s Certificate Regarding Workers’ Compensation (Exhibit “D”)
- Public Works Contractor Registration Certification (Exhibit “E”)
- Payment Bond (Exhibit “F”)
- Addenda
- Change Orders executed by the City

3.2 Contractor’s Basic Obligation; Scope of Work. Contractor promises and agrees, at its own cost and expense, to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately complete the Project,

including all structures and facilities necessary for the Project or described in the Contract (hereinafter sometimes referred to as the "Work"), for a Total Contract Price as specified pursuant to this Contract. All Work shall be subject to, and performed in accordance with the above referenced documents, as well as the exhibits attached hereto and incorporated herein by reference. The plans and specifications for the Work are further described in Exhibit "B" attached hereto and incorporated herein by this reference. Special Conditions, if any, relating to the Work are described in Exhibit "C" attached hereto and incorporated herein by this reference.

3.2.1 Change in Scope of Work. Any change in the scope of the Work, method of performance, nature of materials or price thereof, or any other matter materially affecting the performance or nature of the Work shall not be paid for or accepted unless such change, addition or deletion is approved in writing by a valid change order executed by the City. Should Contractor request a change order due to unforeseen circumstances affecting the performance of the Work, such request shall be made within five (5) business days of the date such circumstances are discovered or shall waive its right to request a change order due to such circumstances. If the Parties cannot agree on any change in price required by such change in the Work, the City may direct the Contractor to proceed with the performance of the change on a time and materials basis.

3.2.2 Substitutions/"Or Equal". Pursuant to Public Contract Code Section 3400(b), the City may make a finding that designates certain products, things, or services by specific brand or trade name. Unless specifically designated in this Contract, whenever any material, process, or article is indicated or specified by grade, patent, or proprietary name or by name of manufacturer, such Specifications shall be deemed to be used for the purpose of facilitating the description of the material, process or article desired and shall be deemed to be followed by the words "or equal."

Contractor may, unless otherwise stated, offer for substitution any material, process or article which shall be substantially equal or better in every respect to that so indicated or specified in this Contract. However, the City may have adopted certain uniform standards for certain materials, processes and articles. Contractor shall submit requests, together with substantiating data, for substitution of any "or equal" material, process or article no later than thirty-five (35) days after award of the Contract. To facilitate the construction schedule and sequencing, some requests may need to be submitted before thirty-five (35) days after award of Contract. Provisions regarding submission of "or equal" requests shall not in any way authorize an extension of time for performance of this Contract. If a proposed "or equal" substitution request is rejected, Contractor shall be responsible for providing the specified material, process or article. The burden of proof as to the equality of any material, process or article shall rest with Contractor.

The City has the complete and sole discretion to determine if a material, process or article is an "or equal" material, process or article that may be substituted. Data required to substantiate requests for substitutions of an "or equal" material, process or article data shall include a signed affidavit from Contractor stating that, and describing how, the substituted "or equal" material, process or article is equivalent to that specified in every way except as listed on the affidavit. Substantiating data shall include any and all illustrations, specifications, and other relevant data including catalog information which describes the requested substituted "or equal" material, process or article, and substantiates that it is an "or equal" to the material, process or article. The substantiating data must also include information regarding the durability and lifecycle cost of the requested substituted "or equal" material, process or article. Failure to submit all the required substantiating data, including the signed affidavit, to the City in a timely fashion will result in the rejection of the proposed substitution.

Contractor shall bear all of the City's costs associated with the review of substitution requests. Contractor shall be responsible for all costs related to a substituted "or equal" material, process or article. Contractor is directed to the Special Conditions (if any) to review any findings made pursuant to Public Contract Code section 3400.

3.3 Period of Performance.

3.3.1 Contract Time. Contractor shall perform and complete all Work under this Contract within 21 days, beginning the effective date of the Notice to Proceed ("Contract Time"). Contractor shall perform its Work in strict accordance with any completion schedule, construction schedule or project milestones developed by the City. Such schedules or milestones may be included as part of Exhibits "A" or "B" attached hereto, or may be provided separately in writing to Contractor. Contractor agrees that if such Work is not completed within the aforementioned Contract Time and/or pursuant to any such completion schedule, construction schedule or project milestones developed pursuant to provisions of the Contract, it is understood, acknowledged and agreed that the City will suffer damage.

3.3.2 Force Majeure. Neither City nor Contractor shall be considered in default of this Contract for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Contract, such circumstances include but are not limited to, abnormal weather conditions; floods; earthquakes; fire; pandemics or epidemics; war; riots and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage or judicial restraint. Should such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Contract. Contractor's exclusive remedy in the event of delay covered under this section shall be a non-compensable extension of the Contract Time.

3.3.3 Liquidated Damages. Pursuant to Government Code Section 53069.85, Contractor shall pay to the City as fixed and liquidated damages the sum of _____ per day for each and every calendar day of delay beyond the Contract Time or beyond any completion schedule, construction schedule or Project milestones established pursuant to the Contract.

3.4 Standard of Performance; Performance of Employees. Contractor shall perform all Work under this Contract in a skillful and workmanlike manner, and consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Contractor represents and maintains that it is skilled in the professional calling necessary to perform the Work. Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Work assigned to them. Finally, Contractor represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Work, including any required business license, and that such licenses and approvals shall be maintained throughout the term of this Contract. As provided for in the indemnification provisions of this Contract, Contractor shall perform, at its own cost and expense and without reimbursement from the City, any work necessary to correct errors or omissions which are caused by Contractor's failure to comply with the standard of care provided for herein. Any employee who is determined by the City to be uncooperative, incompetent, a threat to the safety of persons or the Work, or any employee who fails or refuses to perform the Work in a manner acceptable to the City, shall be promptly removed from the Project by Contractor and shall not be re-employed on the Work.

3.5 Control and Payment of Subordinates; Contractual Relationship. City retains Contractor on an independent contractor basis and Contractor is not an employee of City. Any additional personnel performing the work governed by this Contract on behalf of Contractor shall at all times be under Contractor's exclusive direction and control. Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance under this Contract and as required by law. Contractor shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, and workers' compensation insurance.

3.6 City's Basic Obligation. City agrees to engage and does hereby engage Contractor as an independent contractor to furnish all materials and to perform all Work according to the terms and conditions herein contained for the sum set forth above. Except as otherwise provided in the Contract, the City shall pay to Contractor, as full consideration for the satisfactory performance by Contractor of the services and obligations required by this Contract, the below-referenced compensation in accordance with compensation provisions set forth in the Contract.

3.7 Compensation and Payment.

3.7.1 Amount of Compensation. As consideration for performance of the Work required herein, City agrees to pay Contractor the Total Contract Price of **[***INSERT PRICE***]** ("Total Contract Price") provided that such amount shall be subject to adjustment pursuant to the applicable terms of this Contract or written change orders approved and signed in advance by the City.

3.7.2 Payment of Compensation. If the Work is scheduled for completion in thirty (30) or less calendar days, City will arrange for payment of the Total Contract Price upon completion and approval by City of the Work. If the Work is scheduled for completion in more than thirty (30) calendar days, City will pay Contractor on a monthly basis as provided for herein. On or before the fifth (5th) day of each month, Contractor shall submit to the City an itemized application for payment in the format supplied by the City indicating the amount of Work completed since commencement of the Work or since the last progress payment. These applications shall be supported by evidence which is required by this Contract and such other documentation as the City may require. The Contractor shall certify that the Work for which payment is requested has been done and that the materials listed are stored where indicated. Contractor may be required to furnish a detailed schedule of values upon request of the City and in such detail and form as the City shall request, showing the quantities, unit prices, overhead, profit, and all other expenses involved in order to provide a basis for determining the amount of progress payments.

3.7.3 Prompt Payment. City shall review and pay all progress payment requests in accordance with the provisions set forth in Section 20104.50 of the California Public Contract Code. However, no progress payments will be made for Work not completed in accordance with this Contract. Contractor shall comply with all applicable laws, rules and regulations relating to the proper payment of its employees, subcontractors, suppliers or others.

3.7.4 Contract Retentions. From each approved progress estimate, five percent (5%) will be deducted and retained by the City, and the remainder will be paid to Contractor. All Contract retention shall be released and paid to Contractor and subcontractors pursuant to California Public Contract Code Section 7107.

3.7.5 Other Retentions. In addition to Contract retentions, the City may deduct from each progress payment an amount necessary to protect City from loss because of: (1) liquidated damages which have accrued as of the date of the application for payment; (2) any sums expended by the City in performing any of Contractor's obligations under the Contract which

Contractor has failed to perform or has performed inadequately; (3) defective Work not remedied; (4) stop notices as allowed by state law; (5) reasonable doubt that the Work can be completed for the unpaid balance of the Total Contract Price or within the scheduled completion date; (6) unsatisfactory prosecution of the Work by Contractor; (7) unauthorized deviations from the Contract; (8) failure of Contractor to maintain or submit on a timely basis proper and sufficient documentation as required by the Contract or by City during the prosecution of the Work; (9) erroneous or false estimates by Contractor of the value of the Work performed; (10) any sums representing expenses, losses, or damages as determined by the City, incurred by the City for which Contractor is liable under the Contract; and (11) any other sums which the City is entitled to recover from Contractor under the terms of the Contract or pursuant to state law, including Section 1727 of the California Labor Code. The failure by the City to deduct any of these sums from a progress payment shall not constitute a waiver of the City's right to such sums.

3.7.6 Substitutions for Contract Retentions. In accordance with California Public Contract Code Section 22300, the City will permit the substitution of securities for any monies withheld by the City to ensure performance under the Contract. At the request and expense of Contractor, securities equivalent to the amount withheld shall be deposited with the City, or with a state or federally chartered bank in California as the escrow agent, and thereafter the City shall then pay such monies to Contractor as they come due. Upon satisfactory completion of the Contract, the securities shall be returned to Contractor. For purposes of this Section and Section 22300 of the Public Contract Code, the term "satisfactory completion of the contract" shall mean the time the City has issued written final acceptance of the Work and filed a Notice of Completion as required by law and provisions of this Contract. Contractor shall be the beneficial owner of any securities substituted for monies withheld and shall receive any interest thereon. The escrow agreement used for the purposes of this Section shall be in the form provided by the City.

3.7.7 Title to Work. As security for partial, progress, or other payments, title to Work for which such payments are made shall pass to the City at the time of payment. To the extent that title has not previously been vested in the City by reason of payments, full title shall pass to the City at delivery of the Work at the destination and time specified in this Contract. Such transferred title shall in each case be good, free and clear from any and all security interests, liens, or other encumbrances. Contractor promises and agrees that it will not pledge, hypothecate, or otherwise encumber the items in any manner that would result in any lien, security interest, charge, or claim upon or against said items. Such transfer of title shall not imply acceptance by the City, nor relieve Contractor from the responsibility to strictly comply with the Contract, and shall not relieve Contractor of responsibility for any loss of or damage to items.

3.7.8 Labor and Material Releases. Contractor shall furnish City with labor and material releases from all subcontractors performing work on, or furnishing materials for, the Work governed by this Contract prior to final payment by City.

3.7.9 Prevailing Wages. Contractor is aware of the requirements of California Labor Code Section 1720 et seq., and 1770 et seq., as well as California Code of Regulations, Title 8, Section 16000 et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. Since the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and since the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. City shall provide Contractor with a copy of the prevailing rates of per diem wages in effect at the commencement of this Contract upon request. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at Contractor's

principal place of business and at the project site. Contractor shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. Contractor and any subcontractor shall forfeit a penalty of up to \$200 per calendar day or portion thereof for each worker paid less than the prevailing wage rates.

3.7.10 Apprenticeable Crafts. When Contractor employs workmen in an apprenticeable craft or trade, Contractor shall comply with the provisions of Section 1777.5 of the California Labor Code with respect to the employment of properly registered apprentices upon public works. The primary responsibility for compliance with said section for all apprenticeable occupations shall be with Contractor. The Contractor or any subcontractor that is determined by the Labor Commissioner to have knowingly violated Section 1777.5 shall forfeit as a civil penalty an amount not exceeding \$100 for each full calendar day of noncompliance, or such greater amount as provided by law.

3.7.11 Hours of Work. Contractor is advised that eight (8) hours labor constitutes a legal day's work. Pursuant to Section 1813 of the California Labor Code, Contractor shall forfeit a penalty of \$25.00 per worker for each day that each worker is permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week, except when payment for overtime is made at not less than one and one-half (1-1/2) times the basic rate for that worker.

3.7.12 Payroll Records. Contractor and each subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the public work. The payroll records shall be certified and shall be available for inspection at all reasonable hours at the principal office of Contractor in the manner provided in Labor Code section 1776. In the event of noncompliance with the requirements of this section, Contractor shall have 10 days in which to comply subsequent to receipt of written notice specifying in what respects such Contractor must comply with this section. Should noncompliance still be evident after such 10-day period, Contractor shall, as a penalty to City, forfeit not more than \$100.00 for each calendar day or portion thereof, for each worker, until strict compliance is effectuated. The amount of the forfeiture is to be determined by the Labor Commissioner. A contractor who is found to have violated the provisions of law regarding wages on Public Works with the intent to defraud shall be ineligible to bid on Public Works contracts for a period of one to three years as determined by the Labor Commissioner. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, such penalties shall be withheld from progress payments then due. The responsibility for compliance with this section is on Contractor. The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

3.7.13 Contractor and Subcontractor Registration. Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. No bid will be accepted nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work. Contractor is directed to review, fill out and execute the Public Works Contractor Registration Certification attached hereto as Exhibit "E" prior to contract execution. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works

project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

3.7.14 Labor Compliance; Stop Orders. This Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be the Contractor's sole responsibility to evaluate and pay the cost of complying with all labor compliance requirements under this Contract and applicable law. Any stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor that affect Contractor's performance of Work, including any delay, shall be Contractor's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Contractor caused delay subject to any applicable liquidated damages and shall not be compensable by the City. Contractor shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor.

3.8 Performance of Work; Jobsite Obligations.

3.8.1 Water Quality Management and Compliance.

3.8.1.1 Water Quality Management and Compliance. Contractor shall keep itself and all subcontractors, staff, and employees fully informed of and in compliance with all local, state and federal laws, rules and regulations that may impact, or be implicated by the performance of the Work including, without limitation, all applicable provisions of the Federal Water Pollution Control Act (33 U.S.C. §§ 1300); the California Porter-Cologne Water Quality Control Act (Cal Water Code §§ 13000-14950); local ordinances regulating discharges of storm water; and any and all regulations, policies, or permits issued pursuant to any such authority regulating the discharge of pollutants, as that term is used in the Porter-Cologne Water Quality Control Act, to any ground or surface water in the State.

3.8.1.2 Compliance with the Statewide Construction General Permit. Contractor shall comply with all conditions of the most recent iteration of the National Pollutant Discharge Elimination System General Permit for Storm Water Discharges Associated with Construction Activity, issued by the California State Water Resources Control Board ("Permit"). It shall be Contractor's sole responsibility to file a Notice of Intent and procure coverage under the Permit for all construction activity which results in the disturbance of more than one acre of total land area or which is part of a larger common area of development or sale. Prior to initiating work, Contractor shall be solely responsible for preparing and implementing a Storm Water Pollution Prevention Plan (SWPPP) as required by the Permit. Contractor shall be responsible for procuring, implementing and complying with the provisions of the Permit and the SWPPP, including the standard provisions, and monitoring and reporting requirements as required by the Permit. The Permit requires the SWPPP to be a "living document" that changes as necessary to meet the conditions and requirements of the job site as it progresses through different phases of construction and is subject to different weather conditions. It shall be Contractor's sole responsibility to update the SWPPP as necessary to address conditions at the project site.

3.8.1.3 Other Water Quality Rules Regulations and Policies. Contractor shall comply with the lawful requirements of any applicable municipality, drainage City, or local agency regarding discharges of storm water to separate storm drain systems or other watercourses under their jurisdiction, including applicable requirements in municipal storm water management programs.

3.8.1.4 Cost of Compliance. Storm, surface, nuisance, or other waters may be encountered at various times during construction of The Work. Therefore, the Contractor, by submitting a Bid, hereby acknowledges that it has investigated the risk arising from such waters, has prepared its Bid accordingly, and assumes any and all risks and liabilities arising therefrom.

3.8.1.5 Liability for Non-Compliance. Failure to comply with the Permit is a violation of federal and state law. Pursuant to the indemnification provisions of this Contract, Contractor hereby agrees to defend, indemnify and hold harmless the City and its officials, officers, employees, volunteers and agents for any alleged violations. In addition, City may seek damages from Contractor for any delay in completing the Work in accordance with the Contract, if such delay is caused by or related to Contractor's failure to comply with the Permit.

3.8.1.6 Reservation of Right to Defend. City reserves the right to defend any enforcement action brought against the City for Contractor's failure to comply with the Permit or any other relevant water quality law, regulation, or policy. Pursuant to the indemnification provisions of this Contract, Contractor hereby agrees to be bound by, and to reimburse the City for the costs (including the City's attorney's fees) associated with, any settlement reached between the City and the relevant enforcement entity.

3.8.1.7 Training. In addition to the standard of performance requirements set forth in paragraph 3.4, Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Work assigned to them without impacting water quality in violation of the laws, regulations and policies described in paragraph 3.8.1. Contractor further warrants that it, its employees and subcontractors will receive adequate training, as determined by City, regarding the requirements of the laws, regulations and policies described in paragraph 3.8.1 as they may relate to the Work provided under this Contract. Upon request, City will provide the Contractor with a list of training programs that meet the requirements of this paragraph.

3.8.2 Safety. Contractor shall execute and maintain its work so as to avoid injury or damage to any person or property. Contractor shall comply with the requirements of the specifications relating to safety measures applicable in particular operations or kinds of work. In carrying out its Work, Contractor shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the Work and the conditions under which the Work is to be performed. Safety precautions as applicable shall include, but shall not be limited to, adequate life protection and lifesaving equipment; adequate illumination for underground and night operations; instructions in accident prevention for all employees, such as machinery guards, safe walkways, scaffolds, ladders, bridges, gang planks, confined space procedures, trenching and shoring, fall protection and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and adequate facilities for the proper inspection and maintenance of all safety measures. Furthermore, Contractor shall prominently display the names and telephone numbers of at least two medical doctors practicing in the vicinity of the Project, as well as the telephone number of the local ambulance service, adjacent to all telephones at the Project site.

3.8.3 Laws and Regulations. Contractor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Contract or the Work, including all Cal/OSHA requirements, and shall give all notices required by law. Contractor shall be liable for all violations of such laws and regulations in connection with Work. If Contractor observes that the drawings or specifications are at variance

with any law, rule or regulation, it shall promptly notify the City in writing. Any necessary changes shall be made by written change order. If Contractor performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the City, Contractor shall be solely responsible for all costs arising therefrom. City is a public entity of the State of California subject to certain provisions of the Health & Safety Code, Government Code, Public Contract Code, and Labor Code of the State. It is stipulated and agreed that all provisions of the law applicable to the public contracts of a municipality are a part of this Contract to the same extent as though set forth herein and will be complied with. Contractor shall defend, indemnify and hold City, its officials, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Contract, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.8.4 Permits and Licenses. Contractor shall be responsible for securing City permits and licenses necessary to perform the Work described herein, including, but not limited to, any required business license. While Contractor will not be charged a fee for any City permits, Contractor shall pay the City's business license fee, if any. Any ineligible contractor or subcontractor pursuant to Labor Code Sections 1777.1 and 1777.7 may not perform work on this Project.

3.8.5 Trenching Work. If the Total Contract Price exceeds \$25,000 and if the Work governed by this Contract entails excavation of any trench or trenches five (5) feet or more in depth, Contractor shall comply with all applicable provisions of the California Labor Code, including Section 6705. To this end, Contractor shall submit for City's review and approval a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. If such plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer.

3.8.6 Hazardous Materials and Differing Conditions. As required by California Public Contract Code Section 7104, if this Contract involves digging trenches or other excavations that extend deeper than four (4) feet below the surface, Contractor shall promptly, and prior to disturbance of any conditions, notify City of: (1) any material discovered in excavation that Contractor believes to be a hazardous waste that is required to be removed to a Class I, Class II or Class III disposal site; (2) subsurface or latent physical conditions at the site differing from those indicated by City; and (3) unknown physical conditions of an unusual nature at the site, significantly different from those ordinarily encountered in such contract work. Upon notification, City shall promptly investigate the conditions to determine whether a change order is appropriate. In the event of a dispute, Contractor shall not be excused from any scheduled completion date and shall proceed with all Work to be performed under the Contract, but shall retain all rights provided by the Contract or by law for making protests and resolving the dispute.

3.8.7 Underground Utility Facilities. To the extent required by Section 4215 of the California Government Code, City shall compensate Contractor for the costs of: (1) locating and repairing damage to underground utility facilities not caused by the failure of Contractor to exercise reasonable care; (2) removing or relocating underground utility facilities not indicated in the construction drawings; and (3) equipment necessarily idled during such work. Contractor shall not be assessed liquidated damages for delay caused by failure of City to provide for removal or relocation of such utility facilities.

3.8.8 Air Quality.

3.8.8.1 Contractor must fully comply, and ensure all subcontractors comply, with all applicable laws, rules and regulations in furnishing or using equipment

and/or providing services, including, but not limited to, emissions limits and permitting requirements imposed by the California Air Resources Board (CARB), including, without limitation, all applicable terms of Title 13, California Code of Regulations Division 3, Chapter 9 ("Regulation"). Although CARB limits and requirements are more broad, Contractor shall specifically be aware of their application to "portable equipment", which definition is considered by CARB to include any item of equipment with a fuel-powered engine. Contractor shall indemnify City against any fines or penalties imposed by CARB, or any other governmental or regulatory agency for violations of applicable laws, rules and/or regulations by Contractor, its subcontractors, or others for whom Contractor is responsible under its indemnity obligations provided for in this Contract.

3.8.8.2 Throughout the Project, and for three (3) years thereafter, Contractor shall make available for inspection and copying any and all documents or information associated with Contractor's and its subcontractors' fleets including, without limitation, the Certificates of Reported Compliance ("CRCs"), fuel/refueling records, maintenance records, emissions records, and any other information the Contractor is required to produce, keep or maintain pursuant to the Regulation upon two (2) calendar days' notice from the City.

3.8.8.3 Contractor shall be solely liable for any and all costs associated with compliance with the Regulation as well as for any and all penalties, fines, damages, or costs associated with any and all violations, or failures to comply with the Regulation. Contractor shall defend, indemnify, and hold harmless the City, its officials, officers, employees, and authorized volunteers free and harmless from any claims, liabilities, costs, penalties, or interest arising out of any failure or alleged failure to comply with the Regulation.

3.8.9 State Recycling Mandates. Contractor shall comply with State Recycling Mandates. Any recyclable materials/debris collected by the contractor that can be feasibly diverted via reuse or recycling must be hauled by the appropriate handler for reuse or recycling.

3.9 Completion of Work. When Contractor determines that it has completed the Work required herein, Contractor shall so notify City in writing and shall furnish all labor and material releases required by this Contract. City shall thereupon inspect the Work. If the Work is not acceptable to the City, the City shall indicate to Contractor in writing the specific portions or items of Work which are unsatisfactory or incomplete. Once Contractor determines that it has completed the incomplete or unsatisfactory Work, Contractor may request a reinspection by the City. Once the Work is acceptable to City, City shall pay to Contractor the Total Contract Price remaining to be paid, less any amount which City may be authorized or directed by law to retain. Payment of retention proceeds due to Contractor shall be made in accordance with Section 7107 of the California Public Contract Code.

3.10 Claims; Government Code Claim Compliance.

3.10.1 Intent. Effective January 1, 1991, Section 20104 et seq., of the California Public Contract Code prescribes a process utilizing informal conferences, non-binding judicial supervised mediation, and judicial arbitration to resolve disputes on construction claims of \$375,000 or less. Effective January 1, 2017, Section 9204 of the Public Contract Code prescribes a process for negotiation and mediation to resolve disputes on construction claims. The intent of this Section is to implement Sections 20104 et seq. and Section 9204 of the California Public Contract Code. This Section shall be construed to be consistent with said statutes.

3.10.2 Claims. For purposes of this Section, "Claim" means a separate demand by the Contractor, after a change order duly requested in accordance with the terms of this Contract has been denied by the City, for (A) a time extension, (B) payment of money or damages

arising from Work done by or on behalf of the Contractor pursuant to the Contract, or (C) an amount the payment of which is disputed by the City. A "Claim" does not include any demand for payment for which the Contractor has failed to provide notice, request a change order, or otherwise failed to follow any procedures contained in the Contract Documents. Claims governed by this Section may not be filed unless and until the Contractor completes all procedures for giving notice of delay or change and for the requesting of a time extension or change order, including but not necessarily limited to the change order procedures contained herein, and Contractor's request for a change has been denied in whole or in part. Claims governed by this Section must be filed no later than fourteen (14) days after a request for change has been denied in whole or in part or after any other event giving rise to the Claim. The Claim shall be submitted in writing to the City and shall include on its first page the following in 16 point capital font: "THIS IS A CLAIM." Furthermore, the claim shall include the documents necessary to substantiate the claim. Nothing in this Section is intended to extend the time limit or supersede notice requirements otherwise provided by contract for the filing of claims, including all requirements pertaining to compensation or payment for extra Work, disputed Work, and/or changed conditions. Failure to follow such contractual requirements shall bar any claims or subsequent lawsuits for compensation or payment thereon.

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

3.10.3.1 Summary of claim merit and price, reference Contract Document provisions pursuant to which the claim is made

3.10.3.2 List of documents relating to claim:

- (A) Specifications
- (B) Drawings
- (C) Clarifications (Requests for Information)
- (D) Schedules
- (E) Other

3.10.3.3 Chronology of events and correspondence

3.10.3.4 Analysis of claim merit

3.10.3.5 Analysis of claim cost

3.10.3.6 Time impact analysis in CPM format

3.10.3.7 If Contractor's claim is based in whole or in part on an allegation of errors or omissions in the Drawings or Specifications for the Project, Contractor shall provide a summary of the percentage of the claim subject to design errors or omissions and shall obtain a certificate of merit in support of the claim of design errors and omissions.

3.10.3.8 Cover letter and certification of validity of the claim, including any claims from subcontractors of any tier, in accordance with Government Code section 12650 *et seq.*

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

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

3.10.4.2 Within 30 days of receipt of a claim, City may request in writing additional documentation supporting the claim or relating to defenses or claims City may have against the Contractor. If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of City and the Contractor.

3.10.4.3 City's written response to the claim, as further documented, shall be submitted to the Contractor within 30 days (if the claim is less than \$50,000, within 15 days) after receipt of the further documentation, or within a period of time no greater than that taken by the Contractor in producing the additional information or requested documentation, whichever is greater.

3.10.5 Meet and Confer. If the Contractor disputes City's written response, or City fails to respond within the time prescribed, the Contractor may so notify City, in writing, either within 15 days of receipt of City's response or within 15 days of City'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 receipt of a demand, City shall schedule a meet and confer conference within 30 days for settlement of the dispute.

3.10.6 Mediation. Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, City shall provide the Contractor a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after City issues its written statement. Any disputed portion of the claim, as identified by the Contractor in writing, shall be submitted to nonbinding mediation, with City and the Contractor sharing the associated costs equally. City and Contractor shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing, unless the parties agree to select a mediator at a later time.

3.10.6.1 If the Parties cannot agree upon a mediator, each Party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each Party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator.

3.10.6.2 For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the Parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

3.10.6.3 Unless otherwise agreed to by City and the Contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.

3.10.6.4 The mediation shall be held no earlier than the date the Contractor completes the Work or the date that the Contractor last performs Work, whichever is earlier. All unresolved claims shall be considered jointly in a single mediation, unless a new unrelated claim arises after mediation is completed.

3.10.7 Procedures After Mediation. If following the mediation, the claim or any portion remains in dispute, the Contractor must file a claim pursuant to Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the Contractor submits his or her written claim pursuant to subdivision (a) until the time the claim is denied, including any period of time utilized by the meet and confer conference or mediation.

3.10.8 Civil Actions. The following procedures are established for all civil actions filed to resolve claims subject to this Section:

3.10.8.1 Within 60 days, but no earlier than 30 days, following the filing or responsive pleadings, the court shall submit the matter to non-binding mediation unless waived by mutual stipulation of both parties or unless mediation was held prior to commencement of the action in accordance with Public Contract Code section 9204 and the terms of these procedures.. The mediation process shall provide for the selection within 15 days by both parties of a disinterested third person as mediator, shall be commenced within 30 days of the submittal, and shall be concluded within 15 days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court.

3.10.8.2 If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1114.11 of that code. The Civil Discovery Act of 1986 (Article 3 (commencing with Section 2016) of Chapter 3 of Title 3 of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.

3.10.8.3 In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, (A) arbitrators shall, when possible, be experienced in construction law, and (B) any party appealing an arbitration award who does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, also pay the attorney's fees on appeal of the other party.

3.10.9 Government Code Claims. In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, Contractor must comply with the claim procedures set forth in Government Code sections 900 et seq. prior to filing any lawsuit against the City. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by Contractor. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Contractor shall be barred from bringing and maintaining a valid lawsuit against the City. A Government Code claim must be filed no earlier than the date the work is completed or the date the Contractor last performs work on the Project, whichever

occurs first. A Government Code claim shall be inclusive of all unresolved claims unless a new unrelated claim arises after the Government Code claim is submitted.

3.10.10 Non-Waiver. City's failure to respond to a claim from the Contractor within the time periods described in this Section or to otherwise meet the time requirements of this Section shall result in the claim being deemed rejected in its entirety. City's failure to respond shall not waive City's rights to any subsequent procedures for the resolution of disputed claims.

3.11 Loss and Damage. Except as may otherwise be limited by law, Contractor shall be responsible for all loss and damage which may arise out of the nature of the Work agreed to herein, or from the action of the elements, or from any unforeseen difficulties which may arise or be encountered in the prosecution of the Work until the same is fully completed and accepted by City. In the event of damage proximately caused by an Act of God, as defined by Section 7105 of the Public Contract Code, the City may terminate this Contract pursuant to Section 3.17.3; provided, however, that the City needs to provide Contractor with only one (1) day advanced written notice.

3.12 Indemnification.

3.12.1 Scope of Indemnity. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold the City, its officials, employees, agents and authorized volunteers free and harmless from any and all claims, demands, causes of action, suits, actions, proceedings, costs, expenses, liability, judgments, awards, decrees, settlements, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, (collectively, "Claims") in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions, or willful misconduct of Contractor, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Contractor's services, the Project or this Contract, including without limitation the payment of all consequential damages, expert witness fees and attorneys' fees and other related costs and expenses. Notwithstanding the foregoing, to the extent required by Civil Code section 2782, Contractor's indemnity obligation shall not apply to liability for damages for death or bodily injury to persons, injury to property, or any other loss, damage or expense arising from the sole or active negligence or willful misconduct of the City or the City's agents, servants, or independent contractors who are directly responsible to the City, or for defects in design furnished by those persons.

3.12.2 Additional Indemnity Obligations. Contractor shall defend, with counsel of City's choosing and at Contractor's own cost, expense and risk, any and all Claims covered by this section that may be brought or instituted against City or its officials, employees, agents and authorized volunteers. In addition, Contractor shall pay and satisfy any judgment, award or decree that may be rendered against City or its officials, employees, agents and authorized volunteers as part of any such claim, suit, action or other proceeding. Contractor shall also reimburse City for the cost of any settlement paid by City or its officials, employees, agents and authorized volunteers as part of any such claim, suit, action or other proceeding. Such reimbursement shall include payment for City's attorney's fees and costs, including expert witness fees. Contractor shall reimburse City and its officials, employees, agents and authorized volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the City, its officials, employees, agents and authorized volunteers.

3.13 Insurance.

3.13.1 Time for Compliance. Contractor shall not commence Work under this Contract until it has provided evidence satisfactory to the City that it has secured all insurance required under this section. In addition, Contractor shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to the City that the subcontractor has secured all insurance required under this section. Failure to provide and maintain all required insurance shall be grounds for the City to terminate this Contract for cause.

3.13.2 Minimum Requirements. Contractor shall, at its expense, 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 Contractor, its agents, representatives, employees or subcontractors. Contractor shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Contract. Such insurance shall meet at least the following minimum levels of coverage:

3.13.2.1 Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 00 01) OR Insurance Services Office Owners and Contractors Protective Liability Coverage Form (CG 00 09 11 88) (coverage for operations of designated contractor); (2) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 00 01, code 1 (any auto); and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance. Policies shall not contain exclusions contrary to this Contract.

3.13.2.2 Minimum Limits of Insurance. Contractor shall maintain limits no less than: (1) *General Liability*: \$2,000,000 per occurrence and \$4,000,000 aggregate for bodily injury, personal injury and property damage; (2) *Automobile Liability*: \$2,000,000 per accident for bodily injury and property damage; and (3) *Workers' Compensation and Employer's Liability*: Workers' compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of \$1,000,000 each accident, policy limit bodily injury or disease, and each employee bodily injury or disease. Defense costs shall be available in addition to the limits. Notwithstanding the minimum limits specified herein, any available coverage shall be provided to the parties required to be named as additional insureds pursuant to this Contract.

3.13.3 Insurance Endorsements. The insurance policies shall contain the following provisions, or Contractor shall provide endorsements (amendments) on forms supplied or approved by the City to add the following provisions to the insurance policies:

3.13.3.1 General Liability. (1) Such policy shall give the City, its officials, employees, agents and authorized volunteers additional insured status using ISO endorsements CG20 10 10 01 plus CG20 37 10 01, or endorsements providing the exact same coverage, with respect to the Work or operations performed by or on behalf of Contractor, including materials, parts or equipment furnished in connection with such work; (2) all policies shall waive or shall permit Contractor to waive all rights of subrogation which may be obtained by the Contractor or any insurer by virtue of payment of any loss or any coverage provided to any person named as an additional insured pursuant to this Contract, and Contractor agrees to waive all such rights of subrogation; and (3) the insurance coverage shall be primary insurance as respects the City, its officials, employees, agents and authorized volunteers, or if excess, shall stand in an unbroken chain of coverage excess of Contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by the City, its officials, employees, agents and authorized volunteers shall be excess of Contractor's insurance and shall not be called upon to contribute with it.

3.13.3.2 Automobile Liability. (1) Such policy shall give the City, its officials, employees, agents and authorized volunteers additional insured status with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by Contractor or for which Contractor is responsible; (2) all policies shall waive or shall permit Contractor to waive all rights of subrogation which may be obtained by the Contractor or any insurer by virtue of payment of any loss or any coverage provided to any person named as an additional insured pursuant to this Contract, and Contractor agrees to waive all such rights of subrogation; and (3) the insurance coverage shall be primary insurance as respects the City, its officials, employees, agents and authorized volunteers, or if excess, shall stand in an unbroken chain of coverage excess of Contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by the City, its officials, employees, agents and authorized volunteers shall be excess of Contractor's insurance and shall not be called upon to contribute with it in any way.

3.13.3.3 Workers' Compensation and Employer's Liability Coverage. The insurer shall agree to waive all rights of subrogation against the City, its officials, employees, agents and authorized volunteers for losses paid under the terms of the insurance policy which arise from work performed by Contractor.

3.13.3.4 All Coverages. Each insurance policy required by this Contract shall be endorsed to state that: (1) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City; and (2) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the City, its officials, employees, agents and authorized volunteers.

3.13.4 Separation of Insureds; No Special Limitations. All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the City, its officials, employees, agents and authorized volunteers.

3.13.5 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. Contractor shall guarantee that, at the option of the City, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officials, employees, agents and authorized volunteers; or (2) the Contractor shall procure a bond or other financial guarantee acceptable to the City guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

3.13.6 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating no less than A-:VII, licensed to do business in California, and satisfactory to the City. Exception may be made for the State Compensation Insurance Fund when not specifically rated.

3.13.7 Verification of Coverage. Contractor shall furnish City with original certificates of insurance and endorsements effecting coverage required by this Contract on forms satisfactory to the City. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms supplied or approved by the City. All certificates and endorsements must 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, at any time.

3.13.8 Subcontractors. All subcontractors shall meet the requirements of this Section before commencing Work. Contractor shall furnish separate certificates and endorsements for each subcontractor. Subcontractor policies of General Liability insurance shall name the City, its officials, employees, agents and authorized volunteers as additional insureds using form ISO 20 38 04 13 or endorsements providing the exact same coverage. All coverages for subcontractors shall be subject to all of the requirements stated herein except as otherwise agreed to by the City in writing.

3.13.9 Reporting of Claims. Contractor shall report to the City, in addition to Contractor's insurer, any and all insurance claims submitted by Contractor in connection with the Work under this Contract.

3.14 Bond Requirements.

3.14.1 Payment Bond. If required by law or otherwise specifically requested by City in Exhibit "C" attached hereto and incorporated herein by reference, Contractor shall execute and provide to City concurrently with this Contract a Payment Bond in an amount required by the City and in a form provided or approved by the City. If such bond is required, no payment will be made to Contractor until the bond has been received and approved by the City.

3.14.2 Performance Bond. If specifically requested by City in Exhibit "C" attached hereto and incorporated herein by reference, Contractor shall execute and provide to City concurrently with this Contract a Performance Bond in an amount required by the City and in a form provided or approved by the City. If such bond is required, no payment will be made to Contractor until the bond has been received and approved by the City.

3.14.3 Bond Provisions. Should, in City's sole opinion, any bond become insufficient or any surety be found to be unsatisfactory, Contractor shall renew or replace the effected bond within (ten) 10 days of receiving notice from City. In the event the surety or Contractor intends to reduce or cancel any required bond, at least thirty (30) days prior written notice shall be given to the City, and Contractor shall post acceptable replacement bonds at least ten (10) days prior to expiration of the original bonds. No further payments shall be deemed due or will be made under this Contract until any replacement bonds required by this Section are accepted by the City. To the extent, if any, that the Total Contract Price is increased in accordance with the Contract, Contractor shall, upon request of the City, cause the amount of the bond to be increased accordingly and shall promptly deliver satisfactory evidence of such increase to the City. If Contractor fails to furnish any required bond, the City may terminate the Contract for cause.

3.14.4 Surety Qualifications. Only bonds executed by an admitted surety insurer, as defined in California Code of Civil Procedure Section 995.120, shall be accepted. If a California-admitted surety insurer issuing bonds does not meet these requirements, the insurer will be considered qualified if it is in conformance with Section 995.660 of the California Code of Civil Procedure, and proof of such is provided to the City.

3.15 Warranty. Contractor warrants all Work under the Contract (which for purposes of this Section shall be deemed to include unauthorized work which has not been removed and any non-conforming materials incorporated into the Work) to be of good quality and free from any defective or faulty material and workmanship. Contractor agrees that for a period of one year (or the period of time specified elsewhere in the Contract or in any guarantee or warranty provided by any manufacturer or supplier of equipment or materials incorporated into the Work, whichever is later) after the date of final acceptance, Contractor shall within ten (10) days after being notified in writing by the City of any defect in the Work or non-conformance of the Work to the Contract,

commence and prosecute with due diligence all Work necessary to fulfill the terms of the warranty at its sole cost and expense. Contractor shall act sooner as requested by the City in response to an emergency. In addition, Contractor shall, at its sole cost and expense, repair and replace any portions of the Work (or work of other contractors) damaged by its defective Work or which becomes damaged in the course of repairing or replacing defective Work. For any Work so corrected, Contractor's obligation hereunder to correct defective Work shall be reinstated for an additional one year period, commencing with the date of acceptance of such corrected Work. Contractor shall perform such tests as the City may require to verify that any corrective actions, including, without limitation, redesign, repairs, and replacements comply with the requirements of the Contract. All costs associated with such corrective actions and testing, including the removal, replacement, and reinstatement of equipment and materials necessary to gain access, shall be the sole responsibility of Contractor. All warranties and guarantees of subcontractors, suppliers and manufacturers with respect to any portion of the Work, whether express or implied, are deemed to be obtained by Contractor for the benefit of the City, regardless of whether or not such warranties and guarantees have been transferred or assigned to the City by separate agreement and Contractor agrees to enforce such warranties and guarantees, if necessary, on behalf of the City. In the event that Contractor fails to perform its obligations under this Section, or under any other warranty or guaranty under this Contract, to the reasonable satisfaction of the City, the City shall have the right to correct and replace any defective or non-conforming Work and any work damaged by such work or the replacement or correction thereof at Contractor's sole expense. Contractor shall be obligated to fully reimburse the City for any expenses incurred hereunder upon demand.

3.16 Employee/Labor Certifications.

3.16.1 Contractor's Labor Certification. By its signature hereunder, Contractor certifies that he is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Work. A certification form for this purpose, which is attached to this Contract as Exhibit "D" and incorporated herein by reference, shall be executed simultaneously with this Contract.

3.16.2 Equal Opportunity Employment. Contractor represents that it is an equal opportunity employer and that it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex, age or other interests protected by the State or Federal Constitutions. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

3.16.3 Verification of Employment Eligibility. By executing this Contract, Contractor verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time, and shall require all subcontractors and sub-subcontractors to comply with the same.

3.17 General Provisions.

3.17.1 City's Representative. The City hereby designates Shehriyar Bukhari (Assistant Engineer) or his or her designee, to act as its representative for the performance of this Contract ("City's Representative"). City's Representative shall have the power to act on behalf of

the City for all purposes under this Contract. Contractor shall not accept direction or orders from any person other than the City's Representative or his or her designee.

3.17.2 Contractor's Representative. Before starting the Work, Contractor shall submit in writing the name, qualifications and experience of its proposed representative who shall be subject to the review and approval of the City ("Contractor's Representative"). Following approval by the City, Contractor's Representative shall have full authority to represent and act on behalf of Contractor for all purposes under this Contract. Contractor's Representative shall supervise and direct the Work, using his best skill and attention, and shall be responsible for all construction means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Work under this Contract. Contractor's Representative shall devote full time to the Project and either he or his designee, who shall be acceptable to the City, shall be present at the Work site at all times that any Work is in progress and at any time that any employee or subcontractor of Contractor is present at the Work site. Arrangements for responsible supervision, acceptable to the City, shall be made for emergency Work which may be required. Should Contractor desire to change its Contractor's Representative, Contractor shall provide the information specified above and obtain the City's written approval.

3.17.3 Termination. This Contract may be terminated by City at any time, either with or without cause, by giving Contractor three (3) days advance written notice. In the event of termination by City for any reason other than the fault of Contractor, City shall pay Contractor for all Work performed up to that time as provided herein. In the event of breach of the Contract by Contractor, City may terminate the Contract immediately without notice, may reduce payment to Contractor in the amount necessary to offset City's resulting damages, and may pursue any other available recourse against Contractor. Contractor may not terminate this Contract except for cause. In the event this Contract is terminated in whole or in part as provided, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated. Further, if this Contract is terminated as provided, City may require Contractor to provide all finished or unfinished documents, data, diagrams, drawings, materials or other matter prepared or built by Contractor in connection with its performance of this Contract. City shall not be liable for any costs other than the charges or portions thereof which are specified herein. Contractor shall not be entitled to payment for unperformed Work including, without limitation, any overhead and profit on the portion of the Work that is terminated and shall not be entitled to damages or compensation of any kind or nature for termination of Work.

3.17.4 Contract Interpretation. Should any question arise regarding the meaning or import of any of the provisions of this Contract or written or oral instructions from City, the matter shall be referred to City's Representative, whose decision shall be binding upon Contractor.

3.17.5 Anti-Trust Claims. This provision shall be operative if this Contract is applicable to California Public Contract Code Section 7103.5. In entering into this Contract to supply goods, services or materials, Contractor hereby offers and agrees to assign to the City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Chapter 2, commencing with Section 16700, of Part 2 of Division 7 of the Business and Professions Code) arising from purchases of goods, services, or materials pursuant to the Contract. This assignment shall be made and become effective at the time the City tender final payment to Contractor, without further acknowledgment by the Parties.

3.17.6 Notices. All notices hereunder and communications regarding interpretation of the terms of the Contract or changes thereto shall be provided by the mailing

thereof by registered or certified mail, return receipt requested, postage prepaid and addressed as follows:

CONTRACTOR:

[Contractor Name]
[***INSERT CONTRACTOR ADDRESS***]
Attn: [***INSERT CONTRACTOR REP. NAME AND TITLE***]

CITY:

City of Sausalito
420 Litho Street
Attn: Shehriyar Bukhari, Assistant Engineer

Any notice so given shall be considered received by the other Party three (3) days after deposit in the U.S. Mail as stated above and addressed to the Party at the above address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.17.7 Time of Essence. Time is of the essence in the performance of this Contract.

3.17.8 Assignment Forbidden. Contractor shall not, either voluntarily or by action of law, assign or transfer this Contract or any obligation, right, title or interest assumed by Contractor herein without the prior written consent of City. If Contractor attempts an assignment or transfer of this Contract or any obligation, right, title or interest herein, City may, at its option, terminate and revoke the Contract and shall thereupon be relieved from any and all obligations to Contractor or its assignee or transferee.

3.17.9 No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.17.10 Laws and Venue. This Contract shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Contract, the action shall be brought in the Superior Court of California for the County of Marin.

3.17.11 Counterparts. This Contract may be executed in counterparts, each of which shall constitute an original.

3.17.12 Successors. The Parties do for themselves, their heirs, executors, administrators, successors, and assigns agree to the full performance of all of the provisions contained in this Contract.

3.17.13 [Reserved]

3.17.14 Solicitation. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Contract. Further, Contractor warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, City shall have the right to terminate this Contract without liability.

3.17.15 Conflict of Interest. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement. Further, Contractor warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, City shall have the right to rescind this Contract without liability. For the term of this Contract, no official, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Contract, or obtain any present or anticipated material benefit arising therefrom. In addition, Contractor agrees to file, or to cause its employees or subcontractors to file, a Statement of Economic Interest with the City's Filing Officer as required under state law in the performance of the Work.

3.17.16 Certification of License.

3.17.16.1 Contractor certifies that as of the date of execution of this Contract, Contractor has a current contractor's license of the classification indicated below under Contractor's signature.

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

3.17.17 Authority to Enter Contract. Each Party warrants that the individuals who have signed this Contract have the legal power, right and authority to make this Contract and bind each respective Party.

3.17.18 Entire Contract; Modification. This Contract contains the entire agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Contract may only be modified by a writing signed by both Parties.

3.17.19 Non-Waiver. None of the provisions of this Contract shall be considered waived by either party, unless such waiver is specifically specified in writing.

3.17.20 City's Right to Employ Other Contractors. City reserves right to employ other contractors in connection with this Project or other projects.

[SIGNATURES ON NEXT PAGE]

**SIGNATURE PAGE FOR CONSTRUCTION CONTRACT
BETWEEN THE CITY OF SAUSALITO
AND [CONTRACTOR NAME]**

IN WITNESS WHEREOF, the Parties have entered into this Contract as of the
[**INSERT DAY**] day of [**INSERT MONTH**], [**INSERT YEAR**].

City of Sausalito

[CONTRACTOR NAME]

By: _____
[INSERT NAME]
[INSERT TITLE]

By: _____
Its: _____

Printed Name: _____

EXHIBIT "A"

SERVICES / SCHEDULE

Scope of Work: Drainage System Upgrade

1. The project entails upgrading the existing drainage system with the following components:
2. Installation of approximately 151 linear feet of 12-inch diameter HDPE pipe.
3. Installation of two catch basins.
4. Construction of 151 linear feet of concrete curb and gutter.

Additionally, the work will include the demolition and removal of 56 linear feet of the existing concrete and 96 linear feet of rocks and mortar curb and gutter. The scope also encompasses asphalt replacement up to the centerline of the damaged lane, necessitated by the excavation activities.

Bid Schedule

This Bid Schedule must be completed in ink and included with the sealed Bid Proposal. Pricing must be provided for each Bid Item as indicated. Items marked "(SW)" are Specialty Work that must be performed by a qualified Subcontractor. The lump sum or unit cost for each item must be inclusive of all costs, whether direct or indirect, including profit and overhead. The sum of all amounts entered in the "Extended Total Amount" column must be identical to the Base Bid price entered in Section 1 of the Bid Proposal form.

AL = Allowance CF = Cubic Feet CY = Cubic Yard EA = Each LB = Pounds
 LF = Linear Foot LS = Lump Sum SF = Square Feet TON = Ton (2000 lbs)

BID ITEM NO.	ITEM DESCRIPTION	EST. QTY.	UNIT	UNIT COST	EXTENDED TOTAL AMOUNT
1	Mobilization and Demobilization	1	LS	\$	\$
2	Traffic Control System	1	LS	\$	\$
3	Erosion & Sediment Control	1	LS	\$	\$
4	Demo Existing Rock and Mortar curb and gutter	95	LF	\$	\$
5	Demo Existing Concrete curb and gutter	55	LF	\$	\$
6	2 Catch Basins, UCS dwg. 235 type C w/ gallery inlet dwg. 255	2	EA.	\$	\$
7	12" PVC Solid, excavation and trench	151	LF	\$	\$
8	Curb & Gutter, UCS dwg.105, type A	151	LF	\$	\$

TOTAL BASE BID: Items 1 through 8 inclusive: \$ _____

Note: The amount entered as the "Total Base Bid" should be identical to the Base Bid amount entered in Section 1 of the Bid Proposal form.

BIDDER NAME: _____

END OF BID SCHEDULE

1) GENERAL

Mobilization shall conform to the provisions in Section 9-1.16(D), "Mobilization," of the State Standard Specifications, and shall consist of preparatory work and operations including, but not limited to, those necessary for the movement of personnel, equipment, supplies incidental to the project site, for the establishment of all staging areas and other facilities necessary for work on the project and for all other work and operations which must be performed or for project costs incurred prior to beginning work on the various Contract items. Mobilization shall include obtaining insurance and bonds, obtaining and paying for all permits by other agencies if applicable, furnishing temporary construction utilities, installing construction and other construction facilities all as required for the proper performance and completion of the work.

The work of this bid item also includes demobilization. Demobilization shall include final cleaning and restoration of the job site, removal of all temporary facilities and equipment from the work area, disconnection of the temporary construction utilities and turnover of project to the City.

PAYMENT

Full compensation for completing the requirements of this section shall be considered as included in the lump sum price paid for "Mobilization / Demobilization" (Bid Item 1).

Partial payments for Mobilization / Demobilization shall not exceed the following:

- (1) When 5 percent of the original contract amount is earned, 50 percent of the amount bid for Mobilization, or 5 percent of the original contract amount, whichever is lesser, may be paid.
 - (2) When 10 percent of the original contract amount is earned, 75 percent of the amount bid for Mobilization or 7.5 percent of the original contract amount, whichever is lesser, may be paid.
 - (3) When 20 percent of the original contract amount is earned, 95 percent of the amount bid for Mobilization, or 9.5 percent of the original contract amount, whichever is lesser, may be paid.
 - (4) When 50 percent of the original contract amount is earned, 100 percent of the amount bid for mobilization, or 10 percent of the original contract amount, whichever is lesser, may be paid.
 - (5) Upon completion of all work on the project, (including: punch list items, cleaning up and removal of all temporary facilities and equipment from the project site) payment of any amount bid for Mobilization in excess of 10 percent of the original contract amount will be paid
-

2) TRAFFIC CONTROL SYSTEM MAINTENANCE

It shall be the responsibility of the Contractor to maintain signs and barricades overnight and on weekends. It shall be the responsibility of the Contractor to make sure that the signs remain posted until no longer required and are protected from vandalism or removal.

PAYMENT

The lump sum price paid for “**Traffic Control System**” (**Bid Item 2**) shall include furnishing all labor (including flaggers and detours), materials, equipment and incidentals necessary to provide for the convenience and safety of the public and to facilitate the performance of the contract work as shown on the Plans and specified herein.

Compensation for providing the traffic control, pedestrian path of travel, Traffic Control Plan, Pedestrian Detour Plan, construction area signs, electronic changeable message signs, and any other requirements of this section shall be considered as included in the contract price paid under “Traffic Control System,” in these Special Provisions and no additional compensation will be allowed.

Payments for the lump sum item for Traffic Control shall be determined based on the Contractor’s baseline schedule. Thus, if the Contractor completed 25% of the work as defined in the schedule, the Engineer will pay 25% of the traffic control item.

3) WATER POLLUTION CONTROL

The Contractor shall provide all materials, equipment, and labor necessary to furnish, place, and maintain all water pollution control systems, including construction, maintenance, and inspection of said systems, as required to perform the work in accordance with Section 13, “Water Pollution Control,” Section 5-1.36, “Property and Facility Preservation,” of the Standard Specifications. The Contractor shall submit an Erosion and Sedimentation Control Plan (ECP) to the Engineer for review and must be accepted prior to beginning of work and submitted through the City of Sausalito Encroachment Permit Process. The Contractor shall be fully responsible for implementing, maintaining, and repairing all storm water pollution controls as described in his approved ECP for the duration of the construction contract. The Contractor shall make any repairs to the storm water pollution controls and amend the ECP if, in the opinion of the Engineer, the Contractor is not in compliance with the ECP.

The Contractor shall be responsible for any fines imposed by the Regional Water Quality Control Board or other agency as a result of noncompliance, negligence, or violation of permit conditions. Construction vehicles and equipment entering existing paved areas shall be free of mud, silt and other debris during all phases of work. No mud, silt and other debris shall be tracked on paved surfaces. If such materials are tracked on the streets or other paved areas both public and private, the Contractor shall immediately remove these materials prior to these materials entering into the storm drain system.

Stockpiling of materials on the street will not be allowed unless otherwise approved by the Engineer. The Contractor shall cover with plastic any construction or excavated materials which may possibly erode and enter the storm drain system of paved streets or other paved areas both public and private. Stockpiling of dirt on paved areas will not be allowed.

The Contractor shall sweep the work area and clean up the work site daily before leaving the site or

more frequently as may be directed by the Engineer.

The Contractor shall be responsible throughout the duration of the project for installing, constructing, inspecting and maintaining the control measures included in the ECP and any amendments thereto and for removing and disposing of temporary control measures.

To ensure the proper implementation and functioning of temporary erosion control measures, the Contractor shall regularly inspect and maintain the construction site for the control measures identified in the ECP. The Contractor shall identify corrective actions and time frames to address any damaged measures or reinstate any measures that have been discontinued.

During the length of the project, inspections of the construction site shall be conducted by the Contractor to identify deficient measures. The inspections shall be, but not limited to as follows:

1. Prior to a predicted storm;
2. After all precipitation which causes runoff capable of carrying sediment from the construction site;
3. At 24 hours intervals during extended precipitation events; and
4. Routinely, on a minimum daily basis.
5. If the Contractor identifies a deficiency in the deployment or functioning of an identified control measure, the deficiency shall be corrected in a timely manner.
6. If the Engineer identifies a deficiency in the deployment or functioning of an identified control measure, the Contractor will be notified and the deficiencies shall be corrected by the Contractor in a timely manner.
7. Failure to make the necessary repairs or other necessary maintenance when directed by the Engineer shall result in the necessary repair work being done by City forces the Contractor will be billed at double the rate of all City expenses.

Records of all inspections and compliance reporting must be retained as part of the ECP for review at any time by the Engineer. Upon completion of the project construction records shall be retained by the City/operator with a copy of the final ECP.

PAYMENT

The contract lump sum price paid for “**Erosion & Sediment Control**” (**Bid Items 3**) shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, complete in place as specified in these Special Provisions, as shown on the Plans and as directed by the Engineer and no additional compensation will be allowed therefore.

4) CONCRETE CURB AND GUTTER, AND ROCK AND MORTAR REMOVAL

The Contractor shall mark the demolition limits for review by the Engineer prior to removal. The Contractor shall provide the Engineer 48 hours of notice prior to commencing saw cutting. Limits of demolition shall be at existing joints.

The Contractor shall saw cut at the limits of demolition as described in encroachment permit notes. The limit of demolition may include the adjacent asphalt, which shall be removed to facilitate the installation of concrete. The Contractor shall determine the limit of asphalt removal.

The Engineer has no record as to the thickness of the existing concrete as identified in this Section. The contractor shall assume the existing pavement thickness is 4 inches for the roadway. The Contractor shall use extreme care to protect adjacent facilities during concrete removal.

PAYMENT

The Contract price paid for “**Demo Existing Rock and Mortar curb and gutter” (Bid Item 4),” Demo Existing Concrete curb and gutter” (Bid Item 5)**, and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the applicable work specified in mobilizing equipment, labor, and materials to complete the work and no additional compensation shall be allowed therefor.

5) STORM DRAIN STRUCTURES

All pipe materials, related appurtenances, pipe bedding, and trench backfill shall conform to the requirements of the American Society for Testing and Materials (ASTM) Standard Specifications and these Special Provisions.

Storm drain inlet shall be installed as shown in the Plans.

PAYMENT

The contract unit price paid for “**2 Catch Basins, UCS dwg. 235 type C w/ gallery inlet dwg. 255” (Bid Item 6)** shall be paid for on a unit basis. Measurement will be based on the actual number of catch basins installed as determined by actual count. Price shall include full compensation for furnishing all the labor, materials, tools, equipment, incidentals, and for doing all the work involved in installing the catch basin (including grate and frame), excavation, backfill and compaction complete in place, all as specified in the Standard Specifications, these special provisions, and as directed by the Engineer, and no additional compensation will be allowed.

6) STORM DRAIN PIPE

The Contractor shall provide and place Storm Drain Pipe consistent with the requirements of Section 64 “Plastic Pipe” of the Standard Specifications.

Pipe materials used shall be as follows:

- A. Polyvinyl chloride pipe (PVC) shall conform to the requirements of ASTM D 2241, SDR35.

Pipe couplings and fitting used for open trenching shall be as follows:

- A. All fittings for PVC pipe shall conform to the requirements of ASTM D 2241. The ring groove and gasket ring shall be compatible with PVC pipe ends.
- B. The strength class of fittings shall be no less than the strength class of any adjoining pipe.
- C. PVC fittings shall, at a minimum, conform to the requirements of ASTM D 3034 as they apply to type SDR 35 PVC Pipe using an Elastomeric Gasket Joint in a bell and spigot assembly system. Rubber sealing gaskets shall meet the requirements of ASTM F 477.
- D. All PVC pipe entering or leaving a concrete structure shall have a rubber sealing gasket, as supplied by the pipe manufacturer, firmly seated perpendicular to the pipe axis, around the pipe banded and cast into the structure base or near the structure wall center as a water stop. Said water stop may also consist of a manhole coupling with rubber sealing rings cast into the structure base.

PAYMENT

The contract unit price paid for “**12” PVC Solid, excavation and trench” (Bid Item 7)** shall be paid per linear foot excluding the removal of existing curb and gutter (as described in Section 4 CONCRETE CURB AND GUTTER, AND ROCK AND MORTAR REMOVAL) but includes full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all work involved in saw cutting,

pavement removal, excavation, disposal of unsuitable materials, bedding, placing pipe, backfilling, and restoring the surface complete and in place as shown on the Plans and as directed by the Engineer and no additional compensation will be allowed therefor.

7) Standard Concrete Placement

All standard concrete shall be Type II Modified, Class 2 (3000 psi). Concrete shall match existing concrete color if poured on subsequent days. Additional cement is permitted to obtain high early strength in concrete except that total cement shall not exceed 700 pounds of cement per cubic yard unless otherwise approved by the City Engineer.

The Contractor shall protect freshly placed concrete from premature drying and excessive cold or hot temperature as described in ACI 306.1 for cold-weather protection and ACI 305R for hot-weather protection during curing.

Should hot, dry, or windy conditions cause moisture loss to approach 0.2 lbs/ sf x h before completing finishing operation, the Contractor shall apply an evaporation retarder to the concrete surface. You shall apply this in accordance with the manufacturers written instructions after placing and floating the concrete, but before final finishing.

All exposed surfaces shall be medium broom finished.

All concrete shall be cured by the curing compound method. Begin curing after finishing concrete, but not before free water has disappeared from concrete surface. The curing compound shall be the clear or translucent type containing a fugitive dye conforming to the requirements of ASTM Designation: C 309, Type 1 D, Class A. The loss of water when tested in accordance with California Test 534, shall not be more than 0.15 kg/m² in 24 hours nor more than 0.45 kg/m² in 72 hours. The curing compound shall be applied at the approximate rate of one gallon per 150 square feet of area. The curing compound shall be applied in a manner that will provide a complete coating of all exposed faces of the concrete surface.

Joints

The Contractor shall provide construction, isolation, and contraction joints as detailed in the Plans. In general, longitudinal joints shall be parallel to the curb and transverse joints perpendicular to the curb. When joint new to existing concrete, the Contractor shall align joints unless otherwise directed by the Engineer.

The Contractor shall apply a bonding agent at locations where fresh concrete is placed against hardened or partially hardened concrete surfaces.

The Contractor shall install expansion joints as follows:

1. Place expansion joint at concrete curbs, and other fixed objects, as shown in the Plans and as directed by the Engineer
 2. Locate expansion joints at maximum intervals of twenty (20) feet, unless otherwise indicated in the Plans.
 3. Extend ¼" wide joint fillers full width and depth of joint and finish flush with the finished concrete surface. The joint filler shall comply with ASTM D 994.
 4. Furnish joint fillers in one (1)-piece lengths. Where more than one (1) length is required, lace or clip joint-filler sections together.
-

5. Protect top edge of joint filler during concrete placement with metal, plastic, or other temporary preformed cap. Remove protective cap after concrete has been placed on both sides of joint.

The Contractor shall provide Weakened Plane (Control Joints) as follows:

1. Form weakened-plane joints, sectioning concrete into areas as indicated in the Plans. Construct contraction joints for a depth equal to at least 1.5 inches deep and no wider than 1/8 inch.
2. Form control joints after initial floating by grooving and finishing each edge of joint with groover tool to a 1/8" radius. Repeat grooving of contraction joints after applying surface finishes. Eliminate groover marks on concrete surfaces.
3. Along the edges of concrete use an edging tool to provide a 1/4" radius. Repeat tooling of edges after applying surface finishes. Eliminate tool marks on concrete surfaces.

The Contractor shall apply a penetrating Concrete Sealant after cast-in-place concrete is fully hydrated (approx. 30 days), seal concrete pavement surfaces with two (2) coats of a penetrating concrete sealer. Apply in accordance with Manufacturer's written directions. Finished surfaces shall be uniform in appearance and not mottled.

PAYMENT

"Curb & Gutter, UCS dwg. 105, type A" (Bid Items 8) shall be paid per linear foot and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all work involved in constructing curb and gutter including preparing the subgrade, disposing excess material, furnishing and compacting the aggregate base, doweling into the existing concrete, as well as furnishing, placing and finishing concrete, and placing curing compound as shown on the Plans and as directed by the Engineer and no additional compensation will be allowed therefor.

EXHIBIT "B"

PLANS AND SPECIFICATIONS

[INSERT ALL PLANS AND SPECS]

- City of Belvedere
- City of Larkspur
- City of Mill Valley
- City of Novato
- City of San Rafael *
- City of Sausalito

- Town of Ross
- Town of Fairfax
- Town of Corte Madera
- Town of San Anselmo
- Town of Tiburon
- County of Marin

EP No: _____
A / B

UNIFIED APPLICATION FOR ENCROACHMENT PERMIT

APPLICATION DATE: _____ APN: _____ - _____ - _____

LOCATION OF WORK OR ENCROACHMENT: _____
No. Street City/Township

CROSS STREET: _____ ESTIMATED COST: \$ _____

STARTING DATE: _____ COMPLETION DATE: _____

PROPERTY OWNER'S NAME AND ADDRESS (If Different from Applicant): _____

THE UNDERSIGNED HEREBY APPLIES FOR PERMISSION TO PERFORM THE FOLLOWING DESCRIBED WORK AND/OR OTHERWISE ENCROACH ON A LOCAL AGENCY RIGHT-OF-WAY (ROW):

DESCRIPTION OF WORK OR ENCROACHMENT (Include plans or sketch):

Check all that apply to the project and provide a written description:

- | | | | |
|--|--|--|---|
| <input type="checkbox"/> Driveway Approach | <input type="checkbox"/> Sidewalk | <input type="checkbox"/> Accessible Ramp | <input type="checkbox"/> Debris Box |
| <input type="checkbox"/> Curb & Gutter | <input type="checkbox"/> Water Service | <input type="checkbox"/> New Utilities | <input type="checkbox"/> Special Event |
| <input type="checkbox"/> Sewer Improvement | <input type="checkbox"/> Excavation | <input type="checkbox"/> Landscaping | <input type="checkbox"/> Other (Describe) |

Describe:

Road Surface Type: Asphalt Concrete Other: _____

Trenching Work: Yes No Linear Feet: _____ Surface Thickness: _____

Traffic Control Plan: Yes No

Applicant agrees that all work will be performed in accordance with the rules, regulations and standards of the Local Agency Department of Public Works and any Local Municipal Code. All work shall be subject to inspection and approval by the Department of Public Works. Applicant shall indemnify, defend and hold the Local Agency, its officers, agents and employees harmless from any and all claims, suits or liability, including, but not limited to, litigation costs and attorney's fees which the Local Agency may incur as the result of any and all claims and suits for personal injury, property damage or inverse condemnation by reason of applicants placement of/or maintenance of encroachments authorized by this permit. No work shall commence until permit is issued.

APPLICANT'S NAME / COMPANY (PLEASE PRINT): _____

CONTRACTOR'S NAME: _____ Contractor License No: _____

APPLICANT'S MAILING ADDRESS: _____

AGENCY: _____

CONTACT NUMBERS: _____
Daytime Phone Fax Email

APPLICANT'S SIGNATURE: _____

For Agency Use Only			Fees: _____
Accepted By: _____			Application: _____
Insurance on file? <input type="checkbox"/> Yes <input type="checkbox"/> No	Final Insp. Cleared: <input type="checkbox"/>	Plan Review & Inspection: _____	
Road Moratorium? <input type="checkbox"/> Yes <input type="checkbox"/> No	Receipt #: _____	Total: _____	

Encroachment Permit Conditions

- Construction Standard(s): _____
- Hard copy of the approved permit shall be on site at all times during work
- Comprehensive General Liability insurance in amounts not less than \$1,000,000 combined single limit applying to bodily injury, personal injury and property damage are required.
- Additional Insured Endorsement: The local agency must be named as an additionally insured on a separate endorsement sheet that modifies the general liability policy.
- Contact local Police Department, Fire Department, and Parking Services prior to start of work.
- The Contractor shall maintain local access and provide emergency vehicle access at all times.
- Compaction test is required and shall be submitted to local Public Works Department.
- Provide a traffic control plan per the Manual on Uniform Traffic Control Devices (MUTCD).
- Provide safe pedestrian and wheelchair access, per ADA and State requirements, during construction.
- All work shall be performed between the hours of ___ 8am & 6pm ____.
- Please contact ___ sbukhari@sausalito.gov _____ prior to start of work and for final inspection.
- Planning review required: YES / NO
- Special Conditions: _____

Encroachment Permit Approval

Approved By: _____

Date: _____

Inspected By: _____

Date: _____

CITY OF SAUSALITO

STANDARD CONDITIONS FOR ENCROACHMENT PERMIT NO. _____

DESCRIPTION: _____

Condition Marked Apply to this Project

THIS ENCROACHMENT PERMIT IS GOOD FOR 6 MONTHS ___ ONE YEAR ___ 18 MONTHS ___ AS NOTED ON THE
E.P. APPLICATION _____

1. This permit, or a complete copy, shall be kept at the work site at all times while work is being performed.
2. Notify Engineering Division staff at least 24 hours in advance of beginning work. _____ Engineer at (415) 289-4106
ext. 111 and/or _____ Sewer Systems Coordinator at (415) 289-4192.
3. Contractor is to comply with all requirement of Ordinance No. 1048 (Noise Ordinance) including limiting hours of work in residential areas between 8:00AM and 6pm , Monday through Friday, between 9:00AM and 5:00PM, Saturdays, ~~and between 9:00AM and 7:00PM, on City Holidays~~. No work is permitted on Sunday, except by owner occupant between 9:00AM and 7:00PM.
No work on City Holidays
4. Permittee shall comply with all Federal State and local laws regulation and statutes applicable to the work being performed under this permit. This also includes compliance with the requirements and permit conditions of the State of California Division of Industrial Safety.
5. The Permittee shall repair or replace at the discretion of the City Engineer, any and all public facilities damaged as a result of Permittee's actions in connection with this permit, and shall guarantee repairs or replacements to all work done under this permit, as deemed necessary by the City Engineer for a period of one year after completion of said work.
6. All traffic control shall be performed in accordance with the requirements of the current edition of Caltrans publication, "California Manual on Uniform Traffic Devices, Part 6- Temporary Traffic Control" including all specified advance construction signs and channelization devices. Construction warning signs and channelization devices are to be sufficient to adequately inform and protect vehicles, bicycle and pedestrian traffic. Permittee shall have available a copy of the Manual for workers at the construction site at all times during the progress of the work.
7. Where excavations have been permitted in paved streets, Permittee shall place temporary informational signs at each end of the work in addition to those signs required by the "California Manual on Uniform Traffic Devices, Part 6- Temporary Traffic Control." Such informational signs shall be a minimum of 18 x 24 inches, clearly identify the owner of the facility for which the work is being done, and shall show a telephone number of the owner where the public may obtain information relative to the work being done.
8. Traffic shall be permitted to pass through the work area at all times unless otherwise permitted in writing by the City Engineer. Any street closures shall be approved in advance by the City Engineer.
9. If the City Engineer determines that public convenience or safety is being jeopardized by Permittee's actions or inactions, the City Engineer may order the condition remedied by either verbal or written communication to the Permittee. If Permittee fails to remedy the condition within eight hours of such notice, the City Engineer may, at his or her discretion, either remedy the condition or contract to remedy the condition, and the cost thereof, including administrative expenses shall be charged to the Permittee.
10. If any work is performed in the location of an existing pedestrian path of travel, the Contractor shall restore the path of travel compliant with all ADA accessibility standards.
11. Any pavement marking and/or legends which are damaged or removed shall be replaced in kind by the Contractor at his/her expense. The repainting of any street markings or legends shall be performed using City stencils:
12. Wherever new work crosses any existing ~~City~~ utilities, the Contractor shall pothole the existing ~~City~~ utilities and determine their actual depth so as to avoid hitting these facilities during excavation.
13. All AC or PCC to be removed is to be sawcut at the edges.
14. All new AC street trench resurfacing is to be placed in maximum lifts of 3 inches and the final surface is to be fog sealed (unless a sand or slurry seal is called for on the plans).

CITY OF SAUSALITO

STANDARD CONDITIONS FOR ENCROACHMENT PERMIT NO. _____

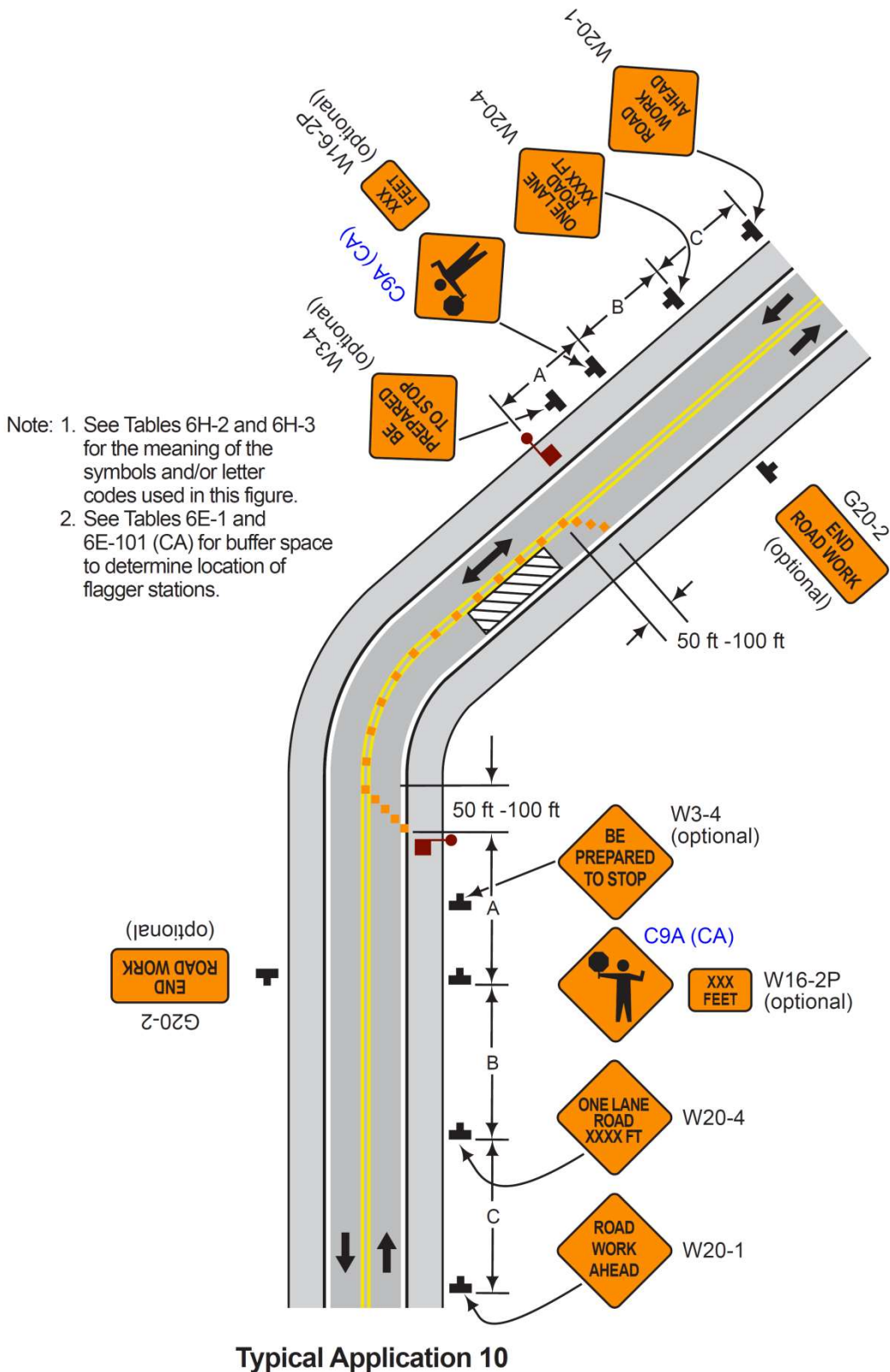
- 15. All sections of curb, gutter and sidewalk to be replaced, shall have 12 inch long dowels (#4 reinforcing bars) inserted 6" into the existing concrete. A minimum of 2 dowels shall be placed into the curb and gutter. A minimum of 2 dowels shall be placed into sidewalk. Sidewalk dowel spacing shall be 24 inches on center.
- 16. Portions of existing sidewalk or curb and gutter to be removed shall be removed to the nearest expansion joint or sawcut at an existing score mark. Sawcuts must be at least 1-1/2 inches deep.
- 17. Concrete curbs, gutters and sidewalk shall consist of five sacks of cement per cubic yard with 3/8" maximum aggregate. ~~Two pounds of lampblack shall be added per cubic yard.~~ Slump shall not exceed 4 inches.
- 18. Special care shall be taken to match the existing finish, color, texture and score joining during replacement of the sidewalk.
- 19. Curb, gutter and sidewalk surfaces shall be broom finished unless otherwise approved by the City Engineer.
- 20. New sidewalk thickness shall be 4 inches minimum and driveway thickness shall be 6" minimum.
- 21. All excavations shall be backfilled and paved either temporarily or permanently at the end of each work day or covered with steel traffic plates held securely in place.
- 22. All backfill placement shall be approved by the City Engineer prior to permanent pavement replacement.
- 23. Tree roots shall not be cut or in any way damaged by Permittee.
- 24. Trench backfill shall be ~~either concrete slurry containing one sack of cement per cubic yard with 1/4 inch maximum aggregate size,~~ or Class 2 Aggregate Base compacted to 95% relative compaction as determined by California Test Method No. 216. All other trench details shall conform with Uniform Standard Drawing No. 330, 340 and 350 except as modified herein.
- 25. Permittee shall bear the entire cost of restoring the street or other property of the City, to the satisfaction of the City Engineer.
- 26. Excavated materials, equipment, construction materials or other debris shall not be stored or stockpiled on public streets
- 27. The top six inches of subgrade shall be compacted to at least 95% relative Compaction in accordance with California Test Method No. 236 and shall be dampened before placing concrete.
- 28. Where unsuitable subgrade material is encountered, the City Engineer may require remedial work to be done, including, but not limited to, placing a layer of crushed rock under the concrete section.
- 29. Undercut subgrade for gutter or sidewalk shall be filled with Class 2 Aggregate Base.
- 30. Where trench excavation is longitudinal with the traffic lane and extends 100 feet or more, a 2" minimum thickness of asphalt concrete paving with pavement reinforcing fabric shall be placed across the entire width of the affected traffic lane upon completion of trench work. Existing surfacing shall be removed as necessary to maintain satisfactory cross slopes.
- 31. One-half inch thick expansion joints shall be placed on both sides of driveway approaches, curb and sidewalk return points and at 4 feet on center. Weakened plane joints in sidewalk shall be at least 1-1/2 inch deep and placed at 16 feet on center.
- 32. All work shall be performed in accordance with the codes and ordinances of the City of Sausalito and the Uniform Construction Standards, Specifications of the Cities of Marin and County of Marin.
- 33. The Contractor is to provide a Storm Water Pollution Prevention Plan to the City for review and approval. City Approval must be obtained prior to commencing any work.
- 34. Underground Service Alert (USA) shall be notified at tel. (800) 642-2444, no later than 48 hours prior to excavation near utilities.
- 35. No new utility boxes or poles will be permitted in the sidewalk area without the written approval of the City Engineer.

Special Conditions 2024-0

- 1 The Encroachment Permit is only applicable to the public right of way; Contractor shall be responsible for ensuring that they have obtained permission from property owners prior to the use of their land.
- 2 No non-stormwater discharge shall enter the public storm drainage system or the Waters of The State. All Porta-Potties in the public Right of Way shall be equipped with a functional Secondary Containment Systems. The porta-potties shall be cleaned and maintained regularly throughout the project. The secondary containment shall be kept clear of trash, debris, and sewage. the secondary containment shall be properly cleaned or covered prior to any wet weather.
- 3 The public right of way shall be kept clean at all times. Spilled debris shall be cleaned promptly. No visible accumulation of sediment is permitted. No washing of sediment into drainage inlets is permitted. No materials associated with the work shall enter the waters of the State.
- 4 Prevent construction equipment/materials from entering stormdrains, sanitary sewers, ditches, creeks, or the bay.
- 5 Sweep streets and other paved areas daily. Never wash down streets or work areas with water.
- 6 Store any stockpiles of dirt, sand, asphalt, concrete, grout, or mortar under cover and away from drainage areas. These materials must never reach a storm drain, or other watercourse.
- 7 Contractor shall provide constant dust control.
- 8 Open structure/excavation(s) shall not be left unattended.
- 9 Trench plates shall be non-skid and anchored with railroad spikes or better. At the end of each week trenches shall be fully backfilled and plugged with HMA, EZ Street Premium Cold Asphalt or similar product, installed and maintained to match adjacent grade. Temporary trench paving shall be a minimum of 2-inches thick and shall be maintained in a smooth and usable condition at all times until final pavement restoration.
- 10 Contractor shall save and protect existing monuments. Any damaged monuments shall be reestablished along with the filing of all required documents including but not limited to Corner Record with Marin County Department of Public Works. Refer to Business & Professions code section 8771.
- 11 The surface course of trench restoration shall extend to the lip of gutter if the edge of trench is within 4' of the lip of gutter, and to the edge of pavement if the edge of trench is within 4' of an unpaved shoulder.
Existing pavements shall be removed to clean straight lines parallel and perpendicular to the flow of traffic. Do not construct final restoration patches with angled sides or irregular shapes.
The limits of the final pavement restoration shall terminate at one of the following locations: Center of the Lane, edge of the lane, edge of the bike lane, Island curb/gutter, edge of roadway curb/gutter. No paving joints shall be allowed in a vehicular wheel path.
- 12 Final pavement restoration in the Public Right of Way shall be completed within 3 working days sign off on the work.
- 13 Maintain access to adjacent driveways.

- 14 No parking signs shall be obtained from City of Sausalito Department of Public Works one week in advance, mlockett@sausalito.gov. Vehicles shall be parked legally in the parking spaces. No parking signs shall be posted and verified by the County Dispatch 72 hours prior to becoming effective for enforcement. To verify the no parking signs, call County Dispatch 415-479-5302.
- 15 Project shall not increase emergency response time and shall allow emergency vehicles to pass without delay.
- 16 No road closure is permitted by this Encroachment Permit. Contractor shall maintain one lane of traffic with flaggers per Typical Application TA-10
- 17 The Equipment shall not block the gutter.
- 18 Reflector/cones shall be placed at the traffic side corners of the Equipment.
- 20 The Equipment shall be placed in a legal parking space.
- 21 If a subcontractor is to be used to perform any part of the work, subcontractor shall name the City of Sausalito as an additionally insured on a separate endorsement sheet that modifies the general liability policy prior to start of work, a copy of which shall be provided to the City of Sausalito. The description in the certificate shall include the following language: "The City of Sausalito, its agents, officers, officials, employees and volunteers as required by the permit are included as additionally insured."

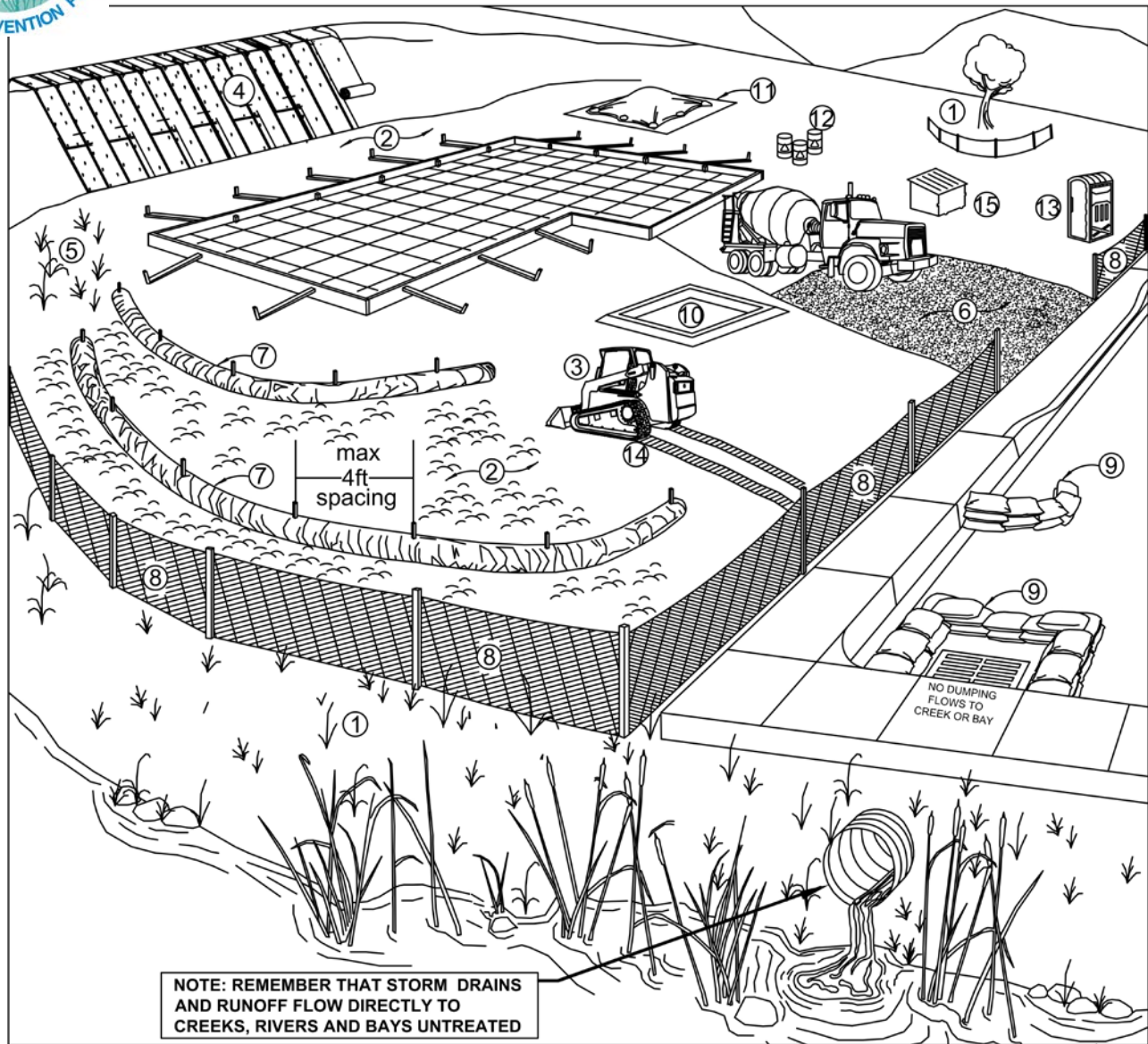
Figure 6H-10 (CA). Lane Closure on Two-Lane Road Using Flaggers (TA-10)





Marin County Stormwater Pollution Prevention Program

Minimum Control Measures For Small Construction Projects



NOTE: REMEMBER THAT STORM DRAINS AND RUNOFF FLOW DIRECTLY TO CREEKS, RIVERS AND BAYS UNTREATED

<u>Erosion Controls</u>	<u>Sediment Controls</u>	<u>Good Housekeeping</u>
NS Scheduling	6. Tracking Controls	10. Concrete Washout
1. Preserve Vegetation & Creek Set Backs	7. Fiber Rolls	11. Stockpile Management
2. Soil Cover	8. Silt Fence	12. Hazardous Material Management
3. Soil Preparation/ Roughening	9. Drain Inlet Protection	13. Sanitary Waste Management
4. Erosion Control Blankets	NS Trench Dewatering	14. Equipment and Vehicle Maintenance
5. Revegetation		15. Litter and Waste Management

NS=not shown on graphic

Note: Select an **effective combination of control measures from each category**, Erosion Control, Sediment Control, and Good Housekeeping. Control measures shall be **continually implemented and maintained throughout the project** until activities are complete, disturbed areas are stabilized with permanent erosion controls, and the local agency has signed off on permits that may have been required for the project. **Inspect and maintain the control measures** before and after rain events, and as required by the local agency or state permit.

More detailed information on the BMPs can be found in the related California Stormwater Quality Association (CASQA) and California Department of Transportation (Caltrans) BMP Factsheets. CASQA factsheets are available by subscription in the *California Best Management Practices Handbook Portal: Construction* at <http://www.casqa.org>. Caltrans factsheets are available in the *Construction Site BMP Manual March 2003* at <http://www.dot.ca.gov/hq/construc/stormwater/manuals.htm>.

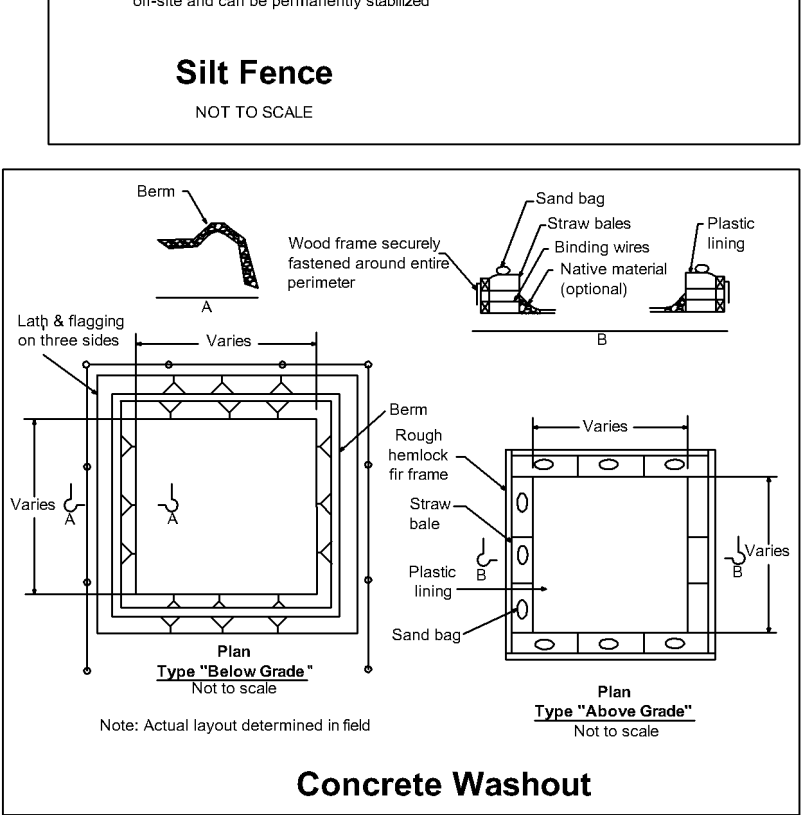
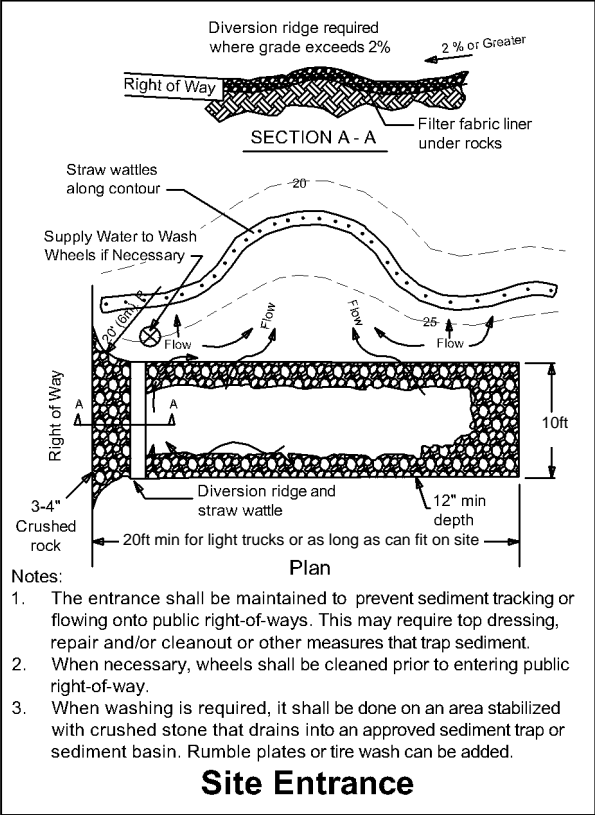
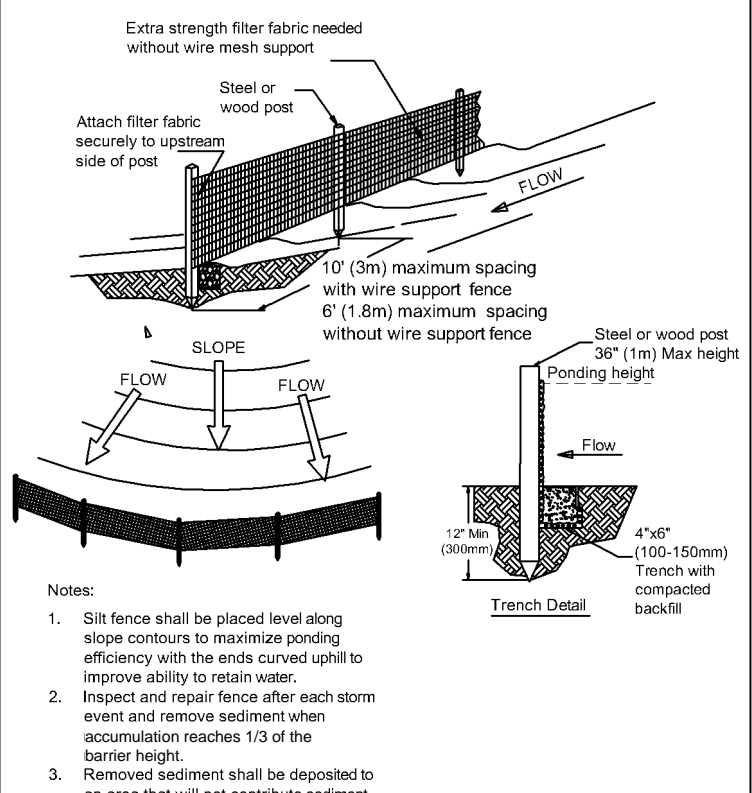
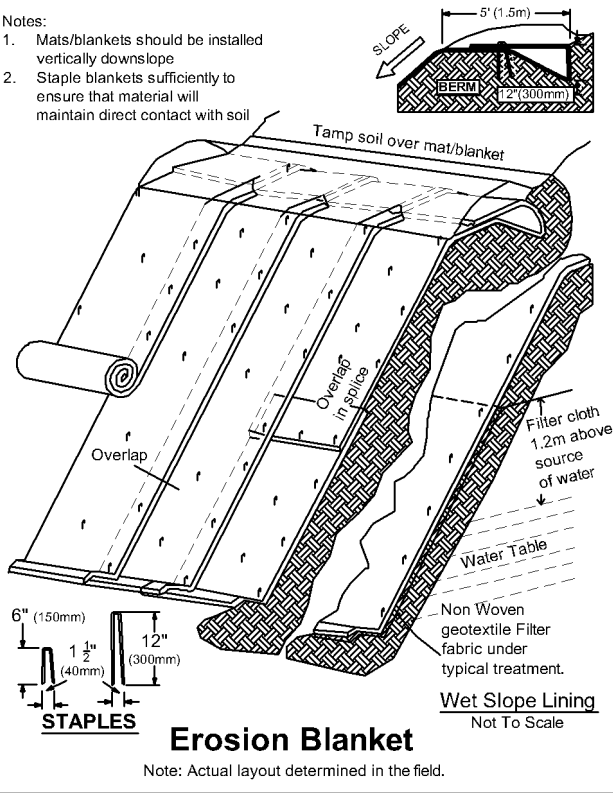
Visit www.mcstoppp.org for more information on construction site management and Erosion and Sediment Control Plans.

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

Control Measure		General Description
Erosion Control Best Management Practices		
N/A	Scheduling	Plan the project and develop a schedule showing each phase of construction. Schedule construction activities to reduce erosion potential, such as scheduling ground disturbing activities during the summer and phasing projects to minimize the amount of area disturbed. <i>For more info see the following factsheets: CASQA: EC-1; or Caltrans: SS-1.</i>
1	Preserve Existing Vegetation and Creek Setbacks	Preserve existing vegetation to the extent possible, especially along creek buffers. Show creek buffers on maps and identify areas to be preserved in the field with temporary fencing. Check with the local Planning and Public Works Departments for specific creek set back requirements. <i>For more info see the following factsheets: CASQA: EC-2; or Caltrans: SS-2.</i>
2	Soil Cover	Cover exposed soil with straw mulch and tackifier (or equivalent). <i>For more info see the following factsheets: CASQA: EC-3, EC-5, EC-6, EC-7, EC-8, EC-14, EC-16; or Caltrans: SS-2, SS-4, SS-5, SS-6, SS-7, SS-8.</i>
3	Soil Preparation/Roughening	Soil preparation is essential to vegetation establishment and BMP installation. It includes soil testing and amendments to promote vegetation growth as well as roughening surface soils by mechanical methods (decompacting, scarifying, stair stepping, etc.). <i>For more info see the following factsheets: CASQA: EC-15.</i>
4	Erosion Control Blankets	Install erosion control blankets (or equivalent) on disturbed sites with 3:1 slopes or steeper. Use wildlife-friendly blankets made of biodegradable natural materials. Avoid using blankets made with plastic netting or fixed aperture netting. See: http://www.coastal.ca.gov/nps/Wildlife-Friendly_Products.pdf . <i>For more info see the following factsheets: CASQA: EC-7; or Caltrans: SS-7.</i>
5	Revegetation	Re-vegetate areas of disturbed soil or vegetation as soon as practical. <i>For more info see the following factsheets: CASQA: EC-4; or Caltrans: SS-4.</i>
Sediment Control Best Management Practices		
6	Tracking Controls	Stabilize site entrance to prevent tracking soil offsite. Inspect streets daily and sweep street as needed. Require vehicles and workers to use stabilized entrance. Place crushed rock 12-inches deep over a geotextile, using angular rock between 4 and 6-in. Make the entrance as long as can be accommodated on the site, ideally long enough for 2 revolutions of the maximum tire size (16-20 feet long for most light trucks). Make the entrance wide enough to accommodate the largest vehicle that will access the site, ideally 10 feet wide with sufficient radii for turning in and out of the site. Rumble pads or rumble racks can be used in lieu of or in conjunction with rock entrances. Wheel washes may be needed where space is limited or where the site entrance and sweeping is not effective. <i>For more info see the following factsheets: CASQA: TC-1; TC-3; or Caltrans: TC-1; TC-3.</i>
7	Fiber Rolls	Use fiber rolls as a perimeter control measure, along contours of slopes, and around soil stockpiles. On slopes space rolls 10 to 20 feet apart (using closer spacing on steeper slopes). Install parallel to contour. If more than one roll is used in a row overlap roll do not abut. J-hook end of roll upslope. Install rolls per either Type 1 (stake rolls into shallow trenches) or Type 2 (stake in front and behind roll and lash with rope). Use wildlife-friendly fiber rolls made of biodegradable natural materials. Avoid using fiber rolls made with plastic netting or fixed aperture netting. See: http://www.coastal.ca.gov/nps/Wildlife-Friendly_Products.pdf . Manufactured linear sediment control or compost socks can be used in lieu of fiber rolls. <i>For more info see the following factsheets: CASQA: SE-5 (Type 1); SE-12, SE-13; or Caltrans: SC-5 (Type 1 and Type 2).</i>
8	Silt Fence	Use silt fence as a perimeter control measure, and around soil stockpiles. Install silt fence along contours. Key silt fence into the soil and stake. Do not use silt fence for concentrated water flows. Install fence at least 3 feet back from the slope to allow for sediment storage. Wire backed fence can be used for extra strength. Avoid installing silt fence on slopes because they are hard to maintain. Manufactured linear sediment control can be used in lieu of silt fences. <i>For more info see the following factsheets: CASQA: SE-1; SE-12; or Caltrans: SC-1.</i>
9	Drain Inlet Protection	Use gravel bags, (or similar product) around drain inlets located both onsite and in gutter as a last line of defense. Bags should be made of a woven fabric resistant to photo-degradation filled with 0.5-1-in washed crushed rock. Do not use sand bags or silt fence fabric for drain inlet protection. <i>For more info see the following factsheets: CASQA: SE-10; or Caltrans: SC-10.</i>
N/A	Trench Dewatering	Follow MCSTOPPP BMPs for trench dewatering. http://www.marincounty.org/depts/pw/divisions/mcstoppp/development/-/media/Files/Departments/PW/mcstoppp/development/TrenchingSWReqMCSTOPPPFinal6_09.pdf . <i>For more info see the following factsheets: CASQA: NS-2; or Caltrans: NS-2.</i>
Good Housekeeping Best Management Practices		
10	Concrete Washout	Construct a lined concrete washout site away from storm drains, waterbodies, or other drainages. Ideally, place adjacent to stabilized entrance. Clean as needed and remove at end of project. <i>For more info see the following factsheets: CASQA: WM-8; or Caltrans: WM-8.</i>
11	Stockpile Management	Cover all stockpiles and landscape material and berm properly with fiber rolls or sand bags. Keep behind the site perimeter control and away from waterbodies. <i>For more info see the following factsheets: CASQA: WM-3 or Caltrans: WM-3.</i>
12	Hazardous Material Management	Hazardous materials must be kept in closed containers that are covered and within secondary containment; do not place containers directly on soil. <i>For more info see the following factsheets: CASQA: WM-6; or Caltrans: WM-6.</i>
13	Sanitary Waste Management	Place portable toilets near stabilized site entrance, behind the curb and away from gutters, storm drain inlets, and waterbodies. Tie or stake portable toilets to prevent tipping and equip units with overflow pan/tray (most vendors provide these). <i>For more info see the following factsheets: CASQA: WM-9; or Caltrans: WM-9.</i>
14	Equipment and Vehicle Maintenance	Prevent equipment fluid leaks onto ground by placing drip pans or plastic tarps under equipment. Immediately clean up any spills or drips. <i>For more info see the following factsheets: CASQA: NS-8, NS-9, and NS-10; or Caltrans: NS-8, NS-9, and NS-10.</i>
15	Litter and Waste Management	Designate waste collection areas on site. Use watertight dumpsters and trash cans; inspect for leaks. Cover at the end of each work day and when it is raining or windy. Arrange for regular waste collection. Pick up site litter daily. <i>For more info see the following factsheets: CASQA: WM-5; or Caltrans: WM-5.</i>

Notes:

1. Mats/blankets should be installed vertically downslope
2. Staple blankets sufficiently to ensure that material will maintain direct contact with soil



POLLUTION PREVENTION

IT'S PART OF THE PLAN

MAKE SURE YOUR CREWS AND SUBS DO THE JOB RIGHT!

Runoff from streets and other paved areas is a major source of pollution in San Francisco Bay. Construction activities can directly affect the health of the Bay unless contractors and crews plan ahead to keep dirt, debris, and other construction waste away from storm drains and local creeks. Following these guidelines will ensure your compliance with local ordinance requirements. Contact your local stormwater coordinator (see reverse). Storm drain polluters may be liable for fines!

EARTHWORK & CONTAMINATED SOILS

- ▶ Avoid scheduling earth disturbing activities during the rainy season if possible. If grading activities during wet weather are allowed in your permit, be sure to implement all measures necessary to prevent erosion.
- ▶ Mature vegetation is the best form of erosion control. Minimize disturbance to existing vegetation whenever possible.
- ▶ If you disturb a slope during construction, prevent erosion by securing the soil with erosion control fabric, or seed with fast-growing grasses as soon as possible. Place a silt barrier downslope until soil is secure.
- ▶ Keep excavated soil on the site where it is least likely to collect in the street. Transfer to dump trucks should occur on the site, not in the street.
- ▶ Use sand bags, silt fences, hay bales, straw logs or other control measures to prevent the flow of silt off the site and into storm drains or creeks.

PAVING/ASPHALT WORK

- ▶ Do not pave during wet weather or when rain is forecast.
- ▶ Always cover storm drain inlets and manholes when paving or applying seal coat, tack coat, slurry seal, or fog seal.
- ▶ Do not sweep or wash down excess materials into storm drains, ditches or creeks. Collect these materials and return them to stockpiles, or dispose of as trash.
- ▶ Do not use water to wash down fresh asphalt or concrete pavement.

DEWATERING OPERATIONS

- ▶ Reuse water for dust control, irrigation, or another on-site purpose to the greatest extent possible.
- ▶ Be sure to call the local Stormwater Coordinator before discharging water to a street, storm drain, or creek. Filtration or diversion through a basin, tank, or sediment trap may be required.

MATERIALS STORAGE & WASTE DISPOSAL

- ▶ Sweep streets and other paved areas daily. Never wash down streets or work areas with water!
- ▶ Be sure to store any stockpiles of dirt, sand, asphalt, concrete, grout, or mortar under cover and away from drainage areas. These materials must never reach a storm drain, or other watercourse.
- ▶ Wash out concrete equipment trucks off-site, or designate an on-site area for washing where water will flow into a temporary pit in a dirt area. Let the water seep into the soil and dispose of hardened concrete with trash.
- ▶ Divert water from washing exposed aggregate concrete to a dirt area where it will not run into a gutter, street, or storm drain.
- ▶ If a suitable dirt area is not available, collect the wash water and remove it for appropriate disposal off site.

HAZARDOUS MATERIALS MANAGEMENT

- ▶ Label all hazardous materials/wastes (such as pesticides, paints, thinners, solvents, fuel, oil, and antifreeze) in accordance with city, state, and federal regulations.
- ▶ Store hazardous materials and wastes in secondary containment and cover them during wet weather.
- ▶ Follow manufacturer's application instructions for hazardous materials. Be careful not to use more than necessary.
- ▶ Do not apply chemicals outdoors when rain is forecast within 24 hours.
- ▶ Dispose of hazardous materials/waste at the Hazardous Waste Collection Facility. For more information:
Novato businesses call 892-6395
All other businesses in Marin call 485-5648

CONTINUED ON BACK

PAINTING

- ▶ Never rinse paint brushes or materials into a storm drain or on the street!
- ▶ Paint out excess water-based paint before rinsing brushes, rollers, or containers in a sink. If you can't use a sink, direct wash water to a dirt area, and spade it into the dirt with a shovel.
- ▶ Paint out excess oil-based paint before cleaning brushes in paint thinner.
- ▶ Filter paint thinners and solvents for reuse whenever possible. Dispose of oil-based paint sludge and unusable thinner at the hazardous waste collection facility. (See reverse for Hazardous Materials Management.)

LANDSCAPING

- ▶ Schedule grading and excavation projects for dry weather.
- ▶ Protect stockpiles and landscaping materials from wind and rain by storing them under tarps and secured plastic sheeting.
- ▶ Store pesticides, fertilizers, and other chemicals indoors or in a locked shed or storage cabinet.
- ▶ Make sure products are properly labeled and check inventory before buying additional products.
- ▶ Rinse containers and use rinse water as products before tossing out empty containers (5 gallons or less) in the trash.
- ▶ Get rid of unwanted products through the hazardous waste facility. (See reverse for Hazardous Materials Management.)
- ▶ Use temporary check dams or ditches to divert runoff away from storm drains.
- ▶ Protect storm drain inlets with berms, filter mats or other inlet protection measures.
- ▶ Revegetate the area. It's an excellent form of erosion control for any site.
- ▶ Collect lawn and garden clippings, pruning waste and tree trimmings. Chip, if necessary, and compost.
- ▶ Do not place yard waste in gutters. In communities with curbside yard waste recycling, leave clippings and pruning waste for pick-up in approved bags or containers or, take to a landfill that composts yard waste.
- ▶ Do not blow or rake leaves into the street.
- ▶ Call the County Stormwater Program at 499-6528 and ask for a copy of "Here's What To Do with the Water" or look in "other businesses" under www.mcstoppp.org

POOL/FOUNTAIN/SPA MAINTENANCE

- ▶ Never discharge pool or spa water (and/or backwash water) to a street or storm drain. Call the County at 499-6528 for a copy of "Here's What To Do with the Water" or look in "other businesses" under www.mcstoppp.org

VEHICLE & EQUIPMENT

MAINTENANCE

- ▶ Frequently, inspect vehicles and equipment for leaks. Use drip pans to catch leaks until repairs are made; repair leaks promptly.
- ▶ Fuel and maintain vehicles on site only in a bermed area or over a drip pan that is big enough to prevent runoff.
- ▶ If you must clean vehicles or equipment on site, clean with water only - and in a bermed area that will not allow rinsewater to run into streets, stormdrains, ditches, or creeks.
- ▶ Do not clean vehicles or equipment on site using soaps, solvents, degreasers, steam cleaning equipment, etc.

SAW CUTTING

- ▶ Always completely cover or barricade storm drain inlets when saw cutting. Use filter fabric, sand bags, or fine gravel dams to keep slurry out of the storm drain system. If saw-cut slurry enters a stormdrain, clean up immediately.
- ▶ Shovel, absorb, or vacuum saw-cut slurry and pick up all waste as soon as you are finished in one location and by the end of each work day.

STORMWATER COORDINATORS (During Normal Business Hours)

Town of San Anselmo
Rabi Elias/Dave Craig
258-4616

City of Sausalito
Engineering
289-4191

Town of Corte Madera
Kevin Kramer
927-5057

City of San Rafael
Richard Landis
485-3355

City of Belvedere
Scott Derdenger
435-3838

County of Marin
Howard Bunce
499-3748

Town of Ross
Rob Maccario
453-8287 ext. 163

Town of Tiburon
Matt Swalberg
435-7354

Town of Fairfax
Kathy Wilkie
453-0291

City of Larkspur
Mike Myers
927-5017

City of Novato
Dave Harlan
899-8246

City of Mill Valley
Jill Barnes
388-4033 ext. 116

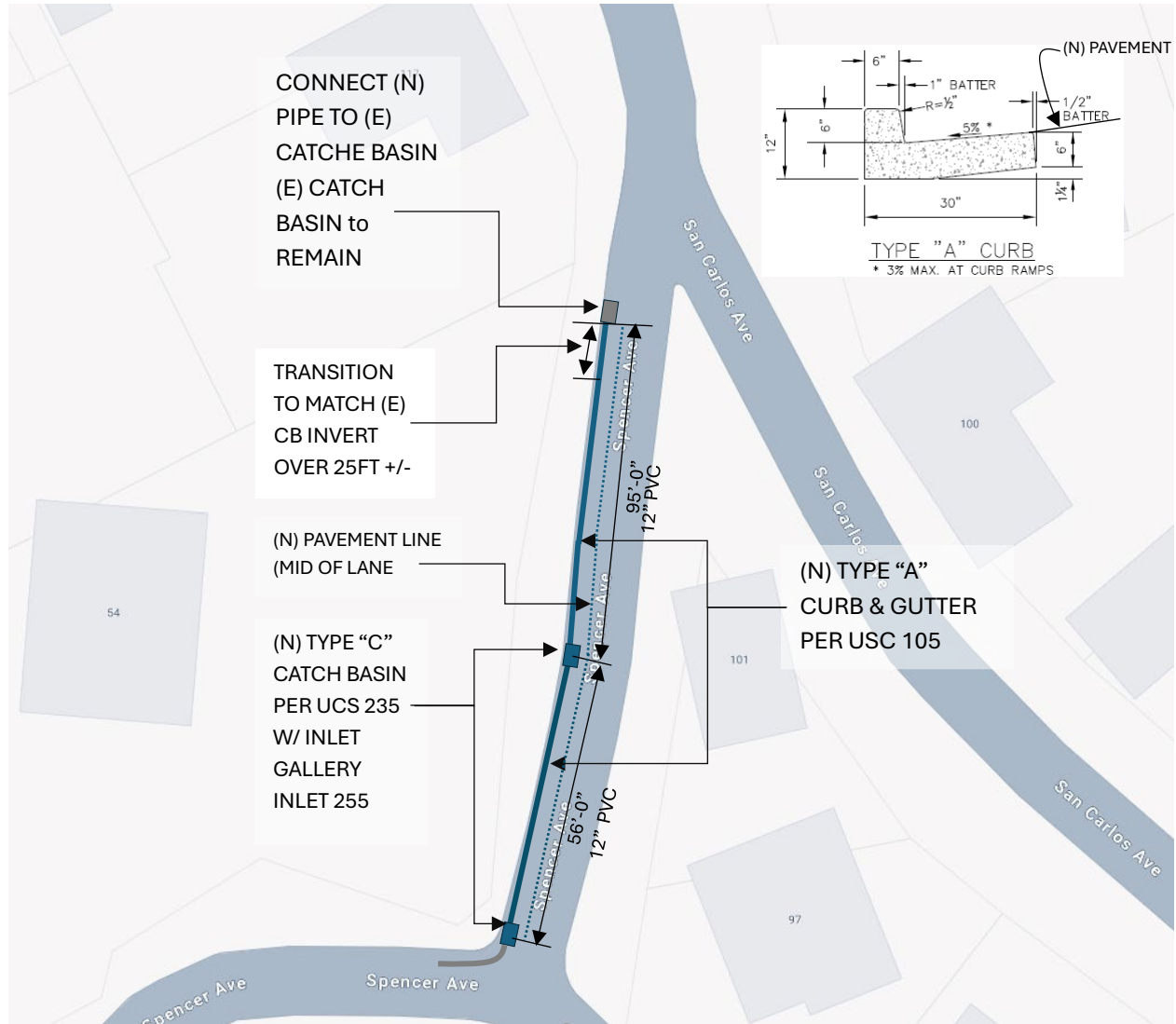
To report illegal discharges to local waterways occurring after normal business hours, call 911; or, the County Sheriff's non-emergency line at 499-7233.

To report oil and chemical spills occurring in "open waters" or "on land" call 1-800-OILS911.

To report fish kills or poaching, call the California Department of Fish and Game at 1-888-334-2258.



Drainage Plan View Department of Public Works



Spencer Ave Drainage Plan View

NOT TO SCALE



- 1) REMOVE (E) CURB AND GUTTER (56' CONCRETE AND 95' OF ROCK AND MORTAR)
- 2) 12" PVC SOLID PIPE ~ APPROXIMATELY 151 LF
- 3) 2 CATCH BASINS
- 4) TYPE A CURB ~ APPROXIMATELY 151 LF
- 5) MINIMUM 2' COVER TO TOP OF PIPE REQUIRED UNLESS OTHERWISE NOTED

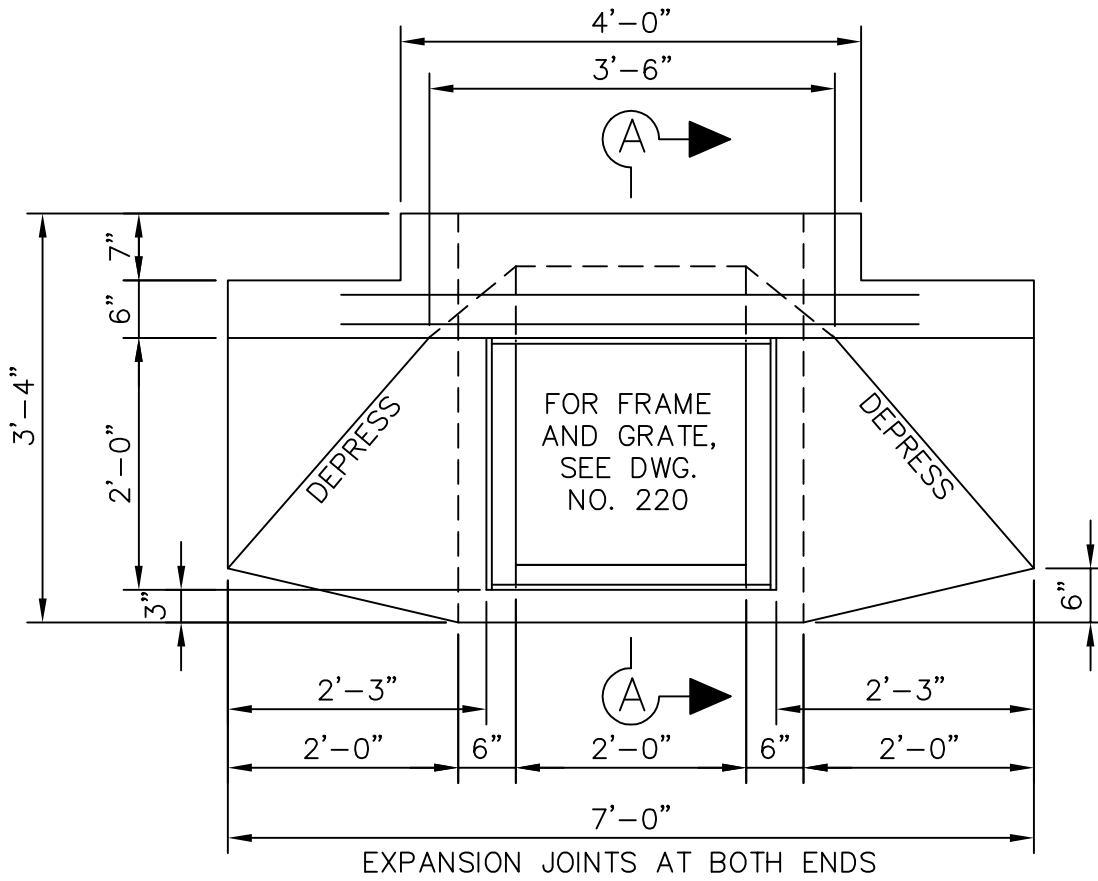
CATCH BASIN, TURNING STRUCTURE, MANHOLE AND DROP INLET NOTES

1. CONCRETE SHALL BE CLASS "A" (6 SACK MIX) UNLESS OTHERWISE NOTED. STRUCTURE TOPS CAST WITH ADJACENT CURB/SIDEWALK MAY BE CLASS "B" CONCRETE.
2. BASE SHALL BE PLACED AGAINST UNDISTURBED EARTH, SIDES MAY BE FORMED OR PLACED AGAINST UNDISTURBED EARTH.
3. WHERE CONDUITS ARE ENCOUNTERED THAT ARE LARGER IN DIAMETER THAN THE WIDTH OF THE WALL THROUGH WHICH THEY PASS, THE INSIDE DIMENSION OF THE WALLS PERPENDICULAR TO THE DIRECTION OF THE PIPE SHALL BE INCREASED TO 12" WIDER THAN THE OUTSIDE DIAMETER OF THE PIPE.
4. EXPANSION JOINTS SHALL BE PLACED THROUGH CURB AND SIDEWALK AT BOTH SIDES OF CATCH BASINS AND SHALL BE LIMIT OF PAYMENT FOR CURB AND GUTTER. UNIT PRICES FOR DRAINAGE STRUCTURES SHALL INCLUDE CURB, GUTTER AND SIDEWALK POURED WITH DRAINAGE STRUCTURE.
5. NO CONCRETE SHALL BE PLACED PRIOR TO FORM AND STEEL APPROVAL BY THE AGENCY ENGINEER.
6. SEE DRAWING NO. 215 FOR STEP (AS REQUIRED BY AGENCY ENGINEER) AND MANHOLE CASTING DETAIL.
7. SEE DRAWING NO. 220 FOR CATCH BASIN GRATE DETAIL.
8. WALL THICKNESS, REINFORCING, AND STEP (AS REQUIRED BY AGENCY ENGINEER) REQUIREMENTS SHALL BE IN ACCORDANCE WITH THE TABLE BELOW, UNLESS OTHERWISE INDICATED BY THE PROJECT PLANS OR DIRECTED BY THE AGENCY ENGINEER.
9. PLACE 2" WEEPHOLES AS REQUIRED BY THE AGENCY ENGINEER.
10. EQUIVALENT PRECAST STRUCTURES MAY BE SUBSTITUTED AS APPROVED BY THE AGENCY ENGINEER.
11. WALL THICKNESS SHALL NOT EXCEED 10" ON ANY STRUCTURE.
12. PRECAST INLETS AND MANHOLES SHALL HAVE A MINIMUM COMPRESSIVE STRENGTH OF 4000 PSI AT 28 DAYS AND BE DESIGNED TO WITHSTAND H-20 LOADING.

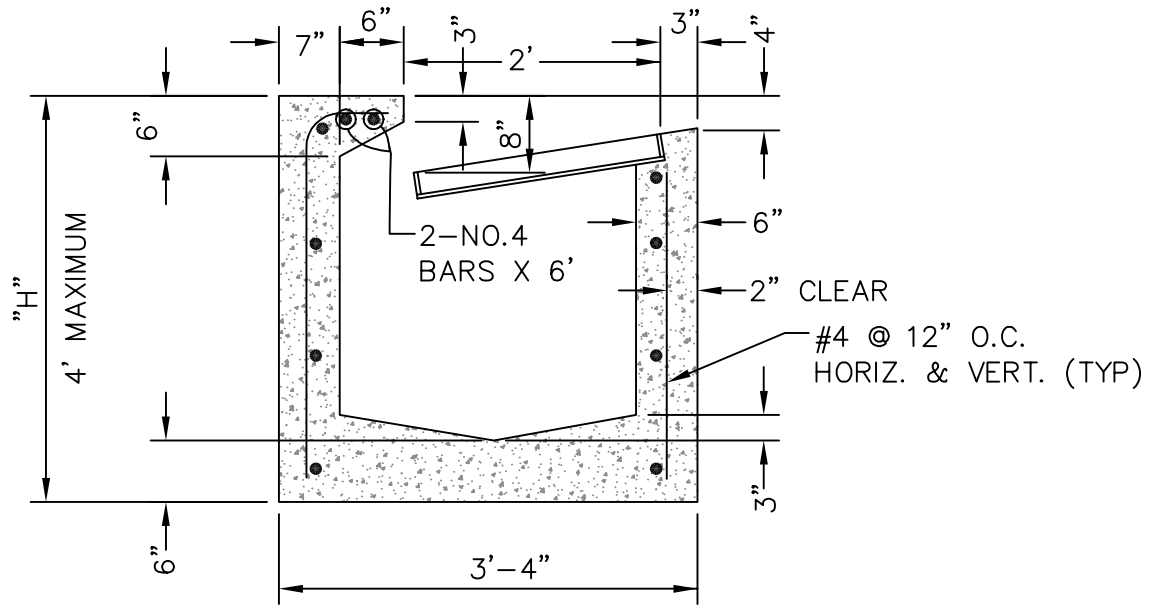
DEPTH	WALL THICKNESS (SEE NOTE #11)	WALL REINFORCEMENT	STEPS REQUIRED
LESS THAN 3'	6"	NO. 4 AT 12" BOTH WAYS	NO
LESS THAN 3'	8"	NONE OUTSIDE ROADWAY. NO. 4 AT 12" BOTH WAYS WITHIN OR ADJACENT TO ROAD.	NO
3' TO 8'	6"	NO. 4 AT 12" BOTH WAYS	AS REQUIRED BY THE AGENCY ENGINEER
OVER 8'	8"	NO. 4 AT 12" BOTH WAYS	AS REQUIRED BY THE AGENCY ENGINEER

M:\County Standards\County UCS\2018 Updated County Standards\UCS 200.dwg

UNIFORM STANDARDS ALL CITIES AND COUNTY OF MARIN	NOTES FOR CATCH BASIN, MANHOLE, DROP INLET & TURNING STRUCTURE			MARCH 2018
	REV.	DATE	BY	DWG. NO.
				200



PLAN



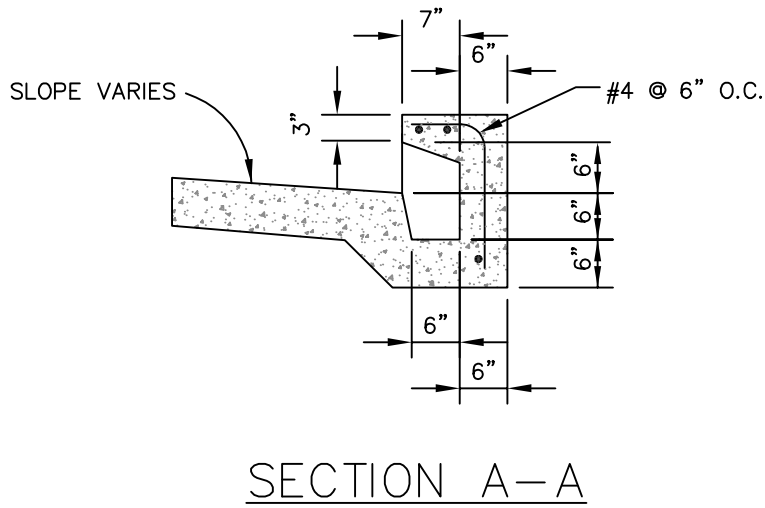
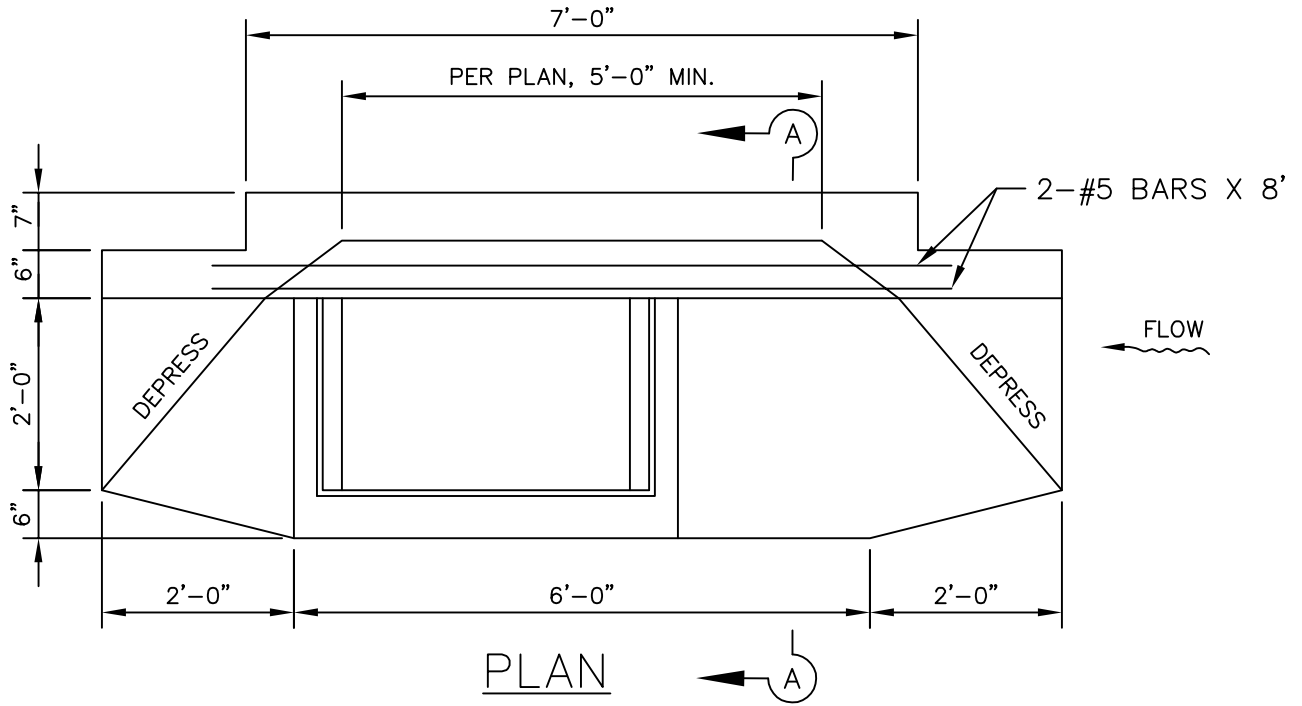
SECTION A - A

NOTE: SEE DRAWING NO. 200 FOR GENERAL NOTES

UNIFORM STANDARDS
ALL CITIES AND
COUNTY OF MARIN

TYPE "C"
CATCH BASIN

			MARCH 2018
			DWG. NO.
			235
REV.	DATE	BY	



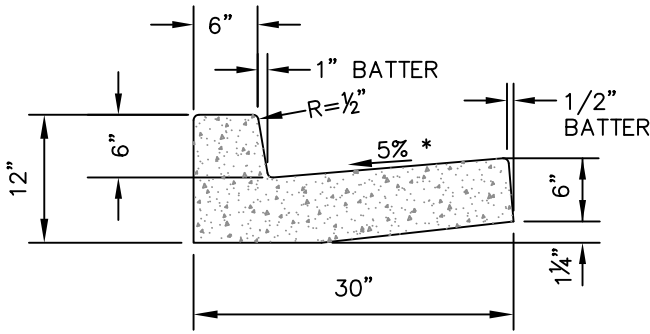
UNIFORM STANDARDS
ALL CITIES AND
COUNTY OF MARIN

GALLERY INLET
FOR CATCH BASIN

			MARCH 2018
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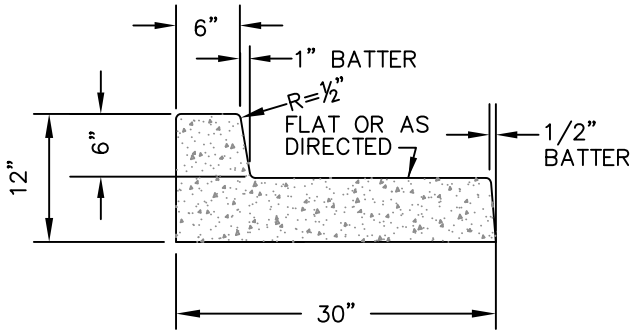
1. EXISTING CONCRETE SHALL BE REMOVED AT EXPANSION OR WEAKENED PLANE JOINTS OR AT SAWCUTS AS FIELD MARKED BY AGENCY ENGINEER. SAWCUTS MUST GO ENTIRELY THROUGH CONCRETE.
2. FOR NEW DEVELOPMENT, NO UTILITY BOXES OR POLES WILL BE PERMITTED IN THE SIDEWALK AREA WITHOUT THE PRIOR WRITTEN APPROVAL OF THE AGENCY 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"						MARCH 2018
							DWG. NO. 100
	REV.	DATE	BY				

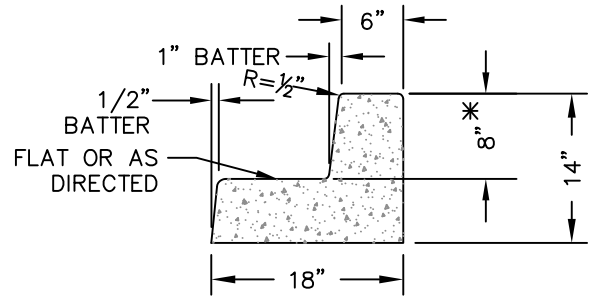


TYPE "A" CURB

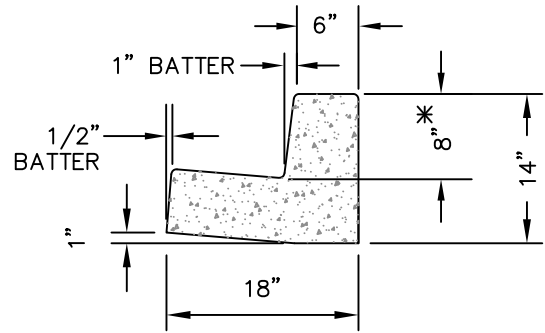
* 3% MAX. AT CURB RAMPS



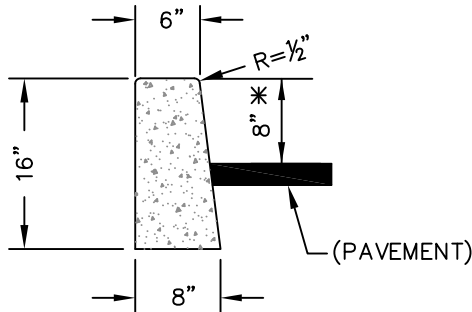
TYPE "C" CURB



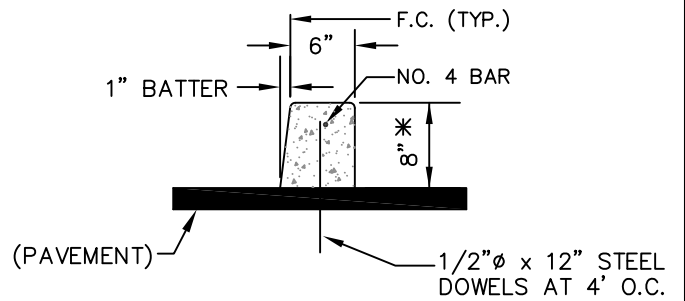
TYPE "B" CURB



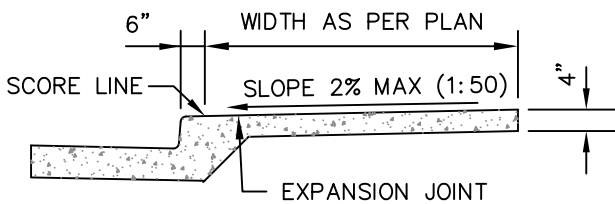
TYPE "D" CURB



TYPE "E" CURB

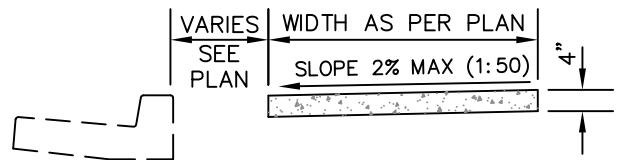


TYPE "F" CURB



TYPE "A" SIDEWALK

POUR CURB & GUTTER
SEPARATELY FROM SIDEWALK



TYPE "B" SIDEWALK

POURED SEPARATE FROM CURB

NOTES:

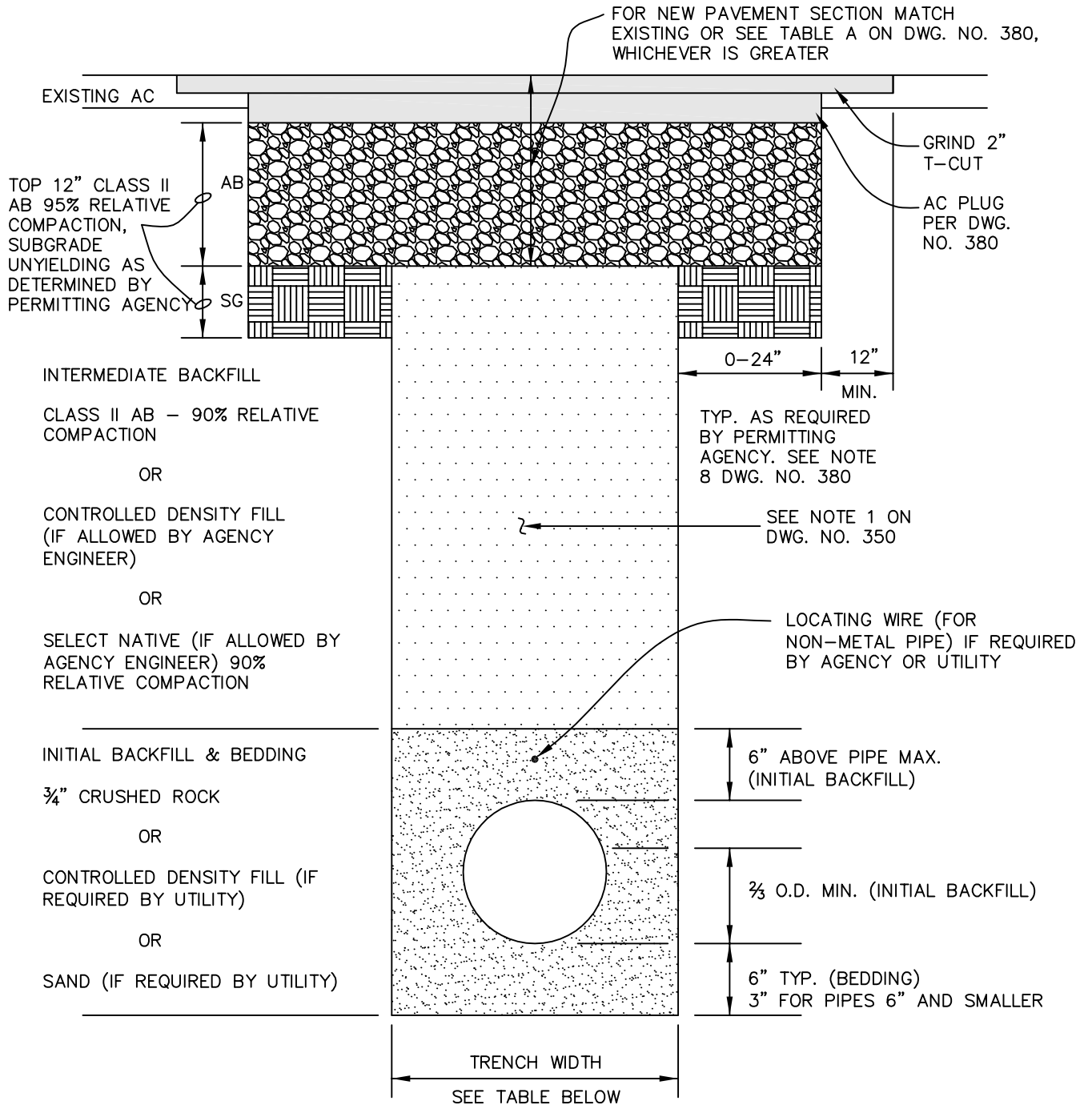
1. SEE DRAWING NO. 100 FOR GENERAL REQUIREMENTS.
2. * 8" CURB HEIGHT UNLESS 6" HEIGHT APPROVED BY AGENCY ENGINEER.

UNIFORM STANDARDS
ALL CITIES AND
COUNTY OF MARIN

CURB, GUTTER
AND SIDEWALK
DETAILS

			MARCH 2018
			DWG. NO. 105
REV.	DATE	BY	

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NOTE: IF ROADWAY HAS EXISTING AC OVER CONCRETE, TRENCH RESTORATION SHALL BE DETERMINED BY THE AGENCY ENGINEER.

TYPE 1

ASPHALT CONCRETE PAVED STREETS

CONDUIT SIZE	LESS THAN 6"	6" TO 24"	OVER 24" TO 60"	OVER 60"
TRENCH WIDTH	O.D. + 12"	O.D. + 24"	O.D. + 24"	O.D. + 24"

FOR PIPES WITH MORE THAN 36" OF COVER, THE AGENCY ENGINEER MAY ALLOW A REDUCED TRENCH WIDTH INCLUDING A CHANGE TO A SELF-COMPACTING ENGINEERED TYPE OF INITIAL BACKFILL MATERIAL.

UNIFORM STANDARDS
ALL CITIES AND
COUNTY OF MARIN

TRENCH DETAILS
SHEET 1 OF 3

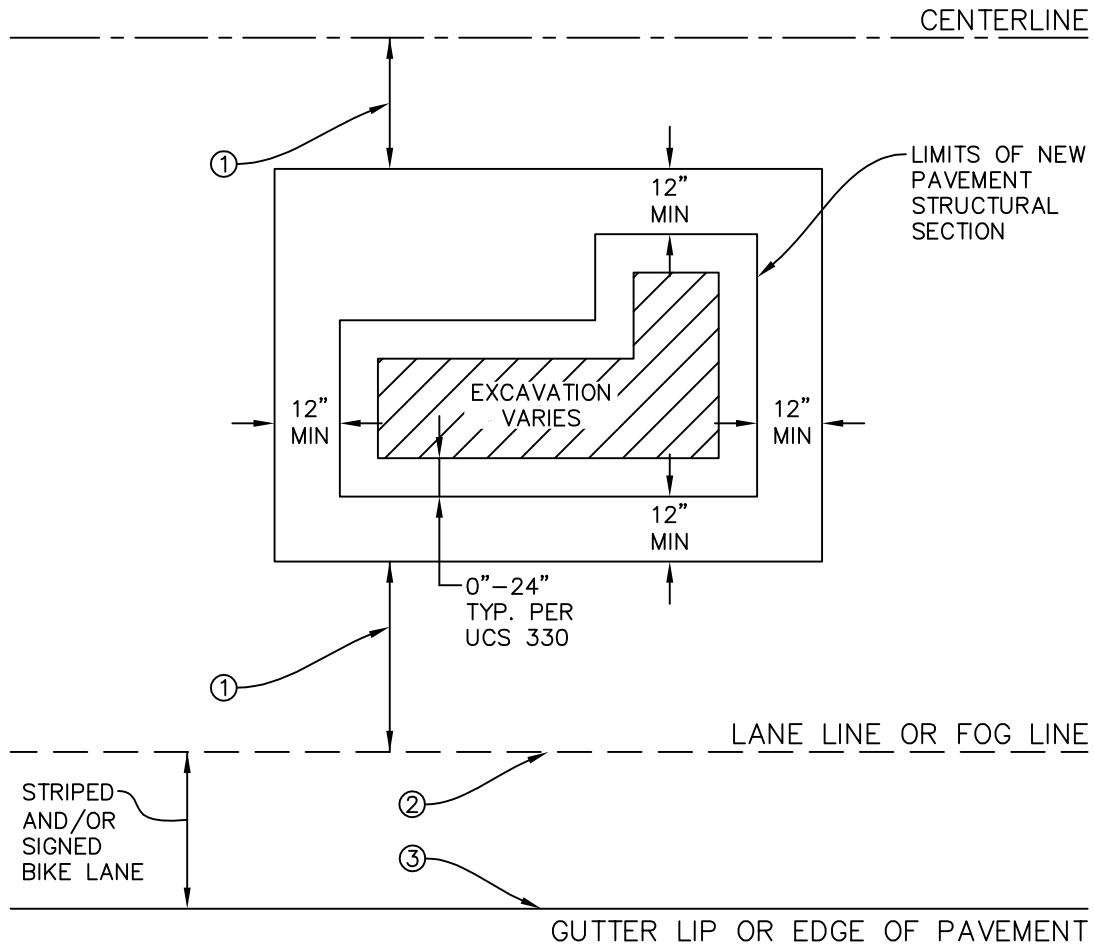
			MARCH 2018
			DWG. NO.
			330
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MATERIAL AND COMPACTION REQUIREMENT FOR TRENCH BACKFILL

1. INTERMEDIATE BACKFILL SHALL BE CLASS II AGGREGATE BASE. SUITABLE NATIVE OR IMPORTED GRANULAR MATERIAL MAY BE USED IF ALLOWED BY AGENCY ENGINEER. RELATIVE COMPACTION SHALL BE AT LEAST 90%.
2. CLASS II AGGREGATE BASE SHALL CONFORM TO THE STATE STANDARD SPECIFICATIONS. MINIMUM RELATIVE COMPACTION SHALL BE 95%. IF PAVEMENT HAVING A STRUCTURAL SECTION GREATER THAN 15" IS CUT, ADDITIONAL BASE MATERIAL MAY BE REQUIRED BY THE AGENCY ENGINEER. BASE SHALL BE PLACED AND COMPACTED PRIOR TO PLACING OF TEMPORARY PAVING.
3. TESTING OF MATERIALS AND PERFORMANCE SHALL BE IN CONFORMANCE WITH THE METHODS STATED IN THE LATEST EDITION OF THE STATE OF CALIFORNIA, DEPARTMENT OF TRANSPORTATION, STANDARD SPECIFICATIONS, EXCEPT THAT RELATIVE COMPACTION MAY BE TESTED BY AASHTO METHOD T180, ASTM D-1557, OR TEST METHOD CALIF. 231 (NUCLEAR DENSITOMETER).
4. PLACE AC IN 3" MAX, LIFTS, EXCEPT FINAL LIFT SHALL BE 2 1/2" MAX. ADDITIONAL THICKNESS AND LIFTS OF ASPHALT CONCRETE MAY BE REQUIRED TO MATCH EXISTING STRUCTURAL SECTION ON MAJOR ROADS, OR PER LOCAL JURISDICTION REQUIREMENTS.
5. "JETTING" OF BACKFILL MATERIAL IS NOT PERMITTED.
6. THE USE OF PEA GRAVEL (OR SIMILAR ROUNDED AGGREGATE), IS NOT PERMITTED.
7. THE USE OF CONTROLLED DENSITY FILL (CDF) SHALL BE APPROVED BY THE AGENCY ENGINEER PRIOR TO PLACEMENT.
8. TRENCH EDGES SHALL BE TRIMMED TO A NEAT LINE AS REQUIRED BY THE AGENCY ENGINEER. TRIMMING SHALL BE BY ROTARY GRINDER. TRENCH LINES SHALL HAVE THE LEAST AMOUNT OF JOGS AND REMAIN LINEAR AS MUCH AS POSSIBLE. REFERENCE DRAWING NO. 360, 370 & 380.
9. THE SURFACE COURSE OF TRENCH RESTORATION SHALL EXTEND TO THE LIP OF GUTTER IF THE EDGE OF TRENCH IS WITHIN 4' OF THE LIP OF GUTTER, AND TO THE EDGE OF PAVEMENT IF THE EDGE OF TRENCH IS WITHIN 4' OF AN UNPAVED SHOULDER.
10. CONTRACTOR MUST SHORE ALL TRENCHES IN CONFORMANCE WITH OSHA AND STATE SAFETY STANDARDS.
11. ALL HOT MIX ASPHALT (HMA) MATERIAL, METHODS AND TOLERANCES SHALL BE IN COMPLIANCE WITH THE CURRENT EDITION OF THE CALTRANS STANDARD SPECIFICATIONS.

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UNIFORM STANDARDS ALL CITIES AND COUNTY OF MARIN	TRENCH NOTES SHEET 3 OF 3			MARCH 2018
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PLAN

NOTES:

- ① FOR TRENCH REPAIRS IN THE VEHICLE TRAVEL LANE(S), THE RESTORATION SHALL BE EXTENDED TO THE LANE LINE OR CENTER OF LANE WHICHEVER IS CLOSER, IN ACCORDANCE WITH MINIMUM T-CUT DIMENSIONS SHOWN ON DRAWING 330.
- ② IF THE LIMITS OF RESTORATION ENTER A STRIPED AND/OR SIGNED BIKE LANE, THE RESTORATION SHALL BE EXTENDED TO COVER THE ENTIRE BIKE LANE WIDTH.
- ③ IF THE LIMITS OF EXCAVATION ARE WITHIN 4 FT OF THE GUTTER LIP OR EDGE OF PAVEMENT, THE RESTORATION SHALL BE EXTENDED TO THE GUTTER LIP OR EDGE OF PAVEMENT.

LEGEND:

- CENTERLINE
- - - - - LINE LANE OR FOG LINE
- GUTTER LIP OR EDGE OF PAVEMENT
- DIRECTION OF TRAVEL

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UNIFORM STANDARDS
ALL CITIES AND
COUNTY OF MARIN

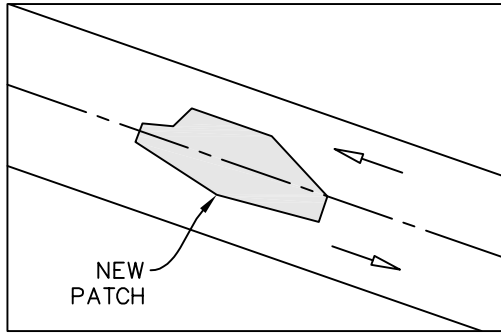
RESTORATION
OF ASPHALT
SHEET 1 OF 3

			MARCH 2018
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			360
REV.	DATE	BY	

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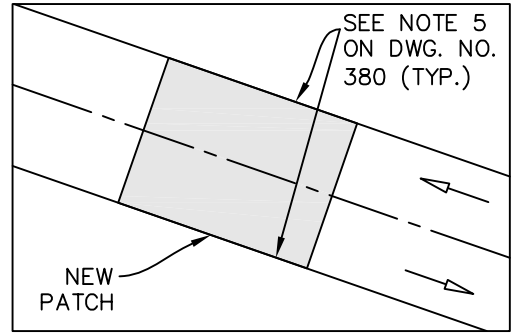
NOT ACCEPTABLE

CASE A



NOTE: REFER TO DRAWING NO. 380

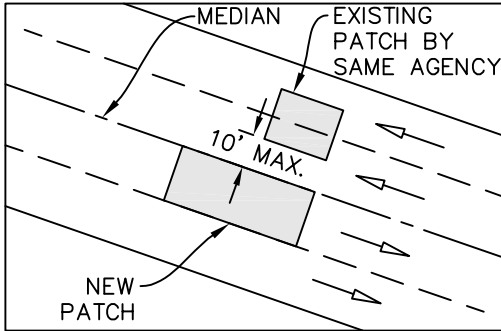
ACCEPTABLE



PLAN

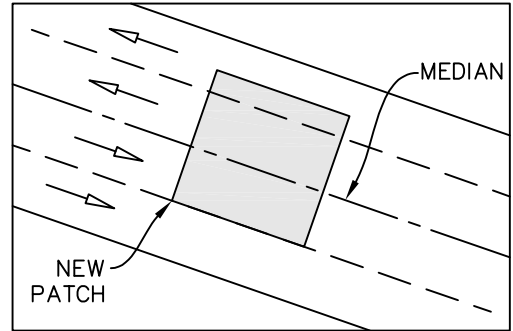
NOT ACCEPTABLE

CASE B



NOTE: REFER TO DRAWING NO. 380 (NOTE 2)

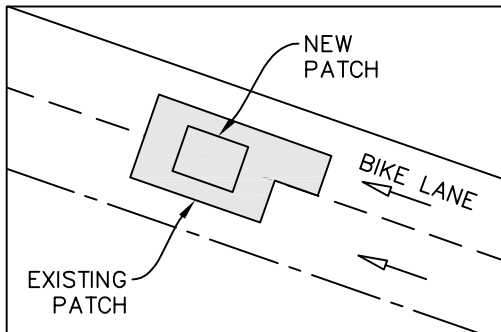
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PLAN

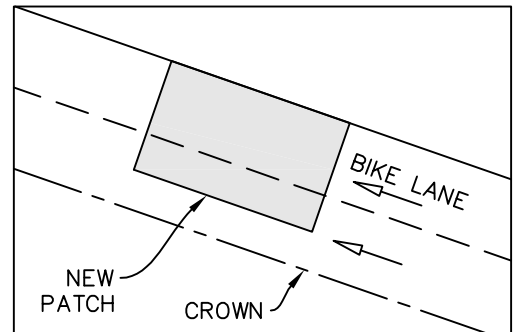
NOT ACCEPTABLE

CASE C



NOTE: REFER TO DRAWING NO. 380 (NOTE 3)

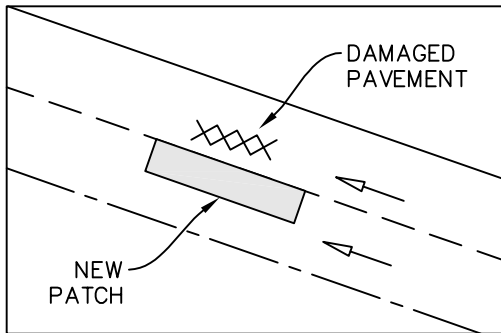
ACCEPTABLE



PLAN

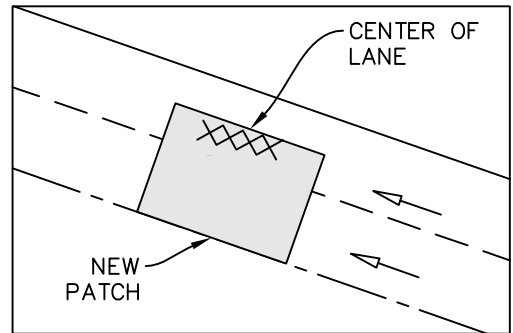
NOT ACCEPTABLE

CASE D



NOTE: REFER TO DRAWING NO. 380 (NOTE 4) & NOTE 5

ACCEPTABLE



PLAN

*SEE DWG. NO. 360 FOR LINE TYPE LEGEND.

UNIFORM STANDARDS
ALL CITIES AND
COUNTY OF MARIN

RESTORATION
OF ASPHALT
SHEET 2 OF 3

				MARCH 2018
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RESTORATION OF ASPHALT REQUIREMENTS

NOTES:

- ① EXISTING PAVEMENTS SHALL BE REMOVED TO CLEAN, STRAIGHT LINES PARALLEL AND PERPENDICULAR TO THE FLOW OF TRAFFIC. DO NOT CONSTRUCT FINAL RESTORATION PATCHES WITH ANGLED SIDES AND IRREGULAR SHAPES.
- ② IF A PROPOSED CUT IS WITHIN 10 FT OF AN EXISTING PATCH ORIGINALLY PERFORMED BY THE SAME AGENCY, EXTEND THE FINAL RESTORATION TO THE EXISTING PATCH (FOR BELL HOLE OR TRENCH NO GREATER THAN 10 FT LONGITUDINAL).
- ③ IF A NEW PATCH IS DONE WITHIN AN EXISTING PATCH, THE BOUNDARIES OF THE FINAL RESTORATION FOR THE PATCHES SHALL COINCIDE.
- ④ IF A SECTION OF PAVEMENT IS DAMAGED DURING CONSTRUCTION, THE FAILED AREA SHALL BE REMOVED TO SOUND PAVEMENT AND PATCHED. IF THE DAMAGED AREA IS WITHIN 10 FT OF THE NEW PATCH, THE FINAL RESTORATION OF THE PATCHES SHALL COINCIDE.
- ⑤ LIMITS OF FINAL PAVEMENT RESTORATION TO STOP AT ONE OF THE FOLLOWING LOCATIONS: CENTER OF LANE, TRAVEL LANE LINE, BIKE LANE LINE, ISLAND CURB/GUTTER, EDGE OF ROADWAY PAVEMENT CURB/GUTTER. NO PAVING JOINTS SHALL BE ALLOWED IN A VEHICULAR WHEEL PATH.
- ⑥ STEEL PLATES USED FOR BRIDGING SHALL EXTEND A MINIMUM OF 1 FT BEYOND THE EDGE OF TRENCH. PLATES SHALL HAVE NONSKID ABRASIVE SURFACE PER CALTRANS SPECIFICATIONS 75-1.03F, AND COUNTER-SINKING MAY BE REQUIRED WHEN DEEMED NECESSARY BY AGENCY ENGINEER.
- ⑦ CUTBACK SHALL NOT BE USED EXCEPT WHEN PRE-APPROVED BY THE AGENCY ENGINEER OR WHEN TRIMMING TRENCH PLATES.
- ⑧ ROADWAY RESTORATION WIDTH, BEYOND THE TRENCH EDGES, VARIES FROM 0"-24". DURING THE PERMIT PROCESS, THE AGENCY WILL REVIEW GEOTECHNICAL AND HISTORICAL INFORMATION OF THE TRENCHING LOCATION, AS PRESENTED BY THE UTILITY OWNER, AND CONSIDER EXISTING PAVEMENT CONDITION, SUITABLE SUBGRADE AND THE PROPOSED SCOPE OF WORK TO DETERMINE RESTORATION WIDTH. THE PERMITTING AGENCY RESERVES THE RIGHT TO ADJUST THE RESTORATION WIDTH DUE TO FIELD OBSERVATIONS DURING CONSTRUCTION SUCH AS, BUT NOT LIMITED TO, OBSERVING BREAKOUT, UNDERMINING OF ADJACENT PAVEMENT, UNSTABLE WALLS OF TRENCH, DAMAGE TO SURROUNDING UNDISTURBED PAVEMENT, AND/OR PAVEMENT OR SUBGRADE DAMAGE FROM CONTRACTOR OPERATIONS.

Table A

Road Type	Traffic Index**	Min. AC*** (TOTAL)	Final Surface AC, Min.	Pavement Repair Structural Section		
				Assumes R Value = 10*		
				AC Thickness	AB Thickness	Alternate Deep Lift A.C.
Local	5.0	4"	2.0"	4.0"	7.0"	7.0"
Collector	6.5	5"	2.0"	5.0"	11.0"	11.0"
Arterial**	8.0	6"	3.0"	6.0"	14.0"	14.0"

NOTES: *Unless applicant provides actual R-Value test results and pavement section design
 **Or as approved by City/County Engineer based on actual traffic loading
 ***Minimum AC thickness shall math existing or as shown in Table A, whichever is greater

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UNIFORM STANDARDS ALL CITIES AND COUNTY OF MARIN	RESTORATION OF ASPHALT SHEET 3 OF 3				MARCH 2018
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EXHIBIT "C"

SPECIAL CONDITIONS

ARTICLE 1. BONDS

Within ten (10) calendar days from the date the Contractor is notified of award of the Contract, the Contractor shall deliver to the City four identical counterparts of Payment Bond on the form supplied by the City and included as Exhibit "F" to the Contract. The surety supplying the bond must be an admitted surety insurer, as defined in Code of Civil Procedure Section 995.120, authorized to do business as such in the State of California and satisfactory to the City. The Payment Bond shall be for one hundred percent (100%) of the Total Contract Price.

ARTICLE 2. Reverse Liquidated Damages Due to Unreasonable City Delay.

In compliance with the provisions of California Public Contract Code § 7102, the Contractor will be compensated for damages incurred due to delays in completing the Work due solely to the fault of the City, where such delay is unreasonable under the circumstances and not contemplated by the parties and such delay is not the result of Additional Work. The Contractor and City agree that determining actual damages is impracticable and extremely difficult. As such, the Contractor shall be entitled to the appropriate time extension and to payment of liquidated damages in the sum of \$400 per Day of delay in excess of the time specified for the completion of the Work. Such amount shall constitute the only payment allowed and shall necessarily include all overhead (direct or indirect), all profit, all administrative costs, all bond costs, all labor, materials, equipment and rental costs, and any other costs, expenses and fees incurred or sustained as a result of such delay. The Contractor expressly agrees to be limited solely to the liquidated damages for all such delays as defined in this subsection.

EXHIBIT "D"

**CERTIFICATION
LABOR CODE - SECTION 1861**

I, the undersigned Contractor, am aware of the provisions of Section 3700, et seq., of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of the Code, and I, the undersigned Contractor, agree to and will comply with such provisions before commencing the performance of the Work on this Contract.

[Contractor Name]

By: _____
Signature

Name (Print)

Title (Print)

EXHIBIT “E”

PUBLIC WORKS CONTRACTOR REGISTRATION CERTIFICATION

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

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

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

Name of Contractor: _____

DIR Registration Number: _____

DIR Registration Expiration: _____

Small Project Exemption: _____ Yes or _____ No

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

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

Name of Contractor _____

Signature _____

Name and Title _____

Dated _____

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

EXHIBIT "F"
PAYMENT BOND

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS That

WHEREAS, the City of Sausalito (hereinafter designated as the "City"), by action taken or a resolution passed _____, 20____ has awarded to [Contractor Name] hereinafter designated as the "Principal," a contract for the work described as follows:

_____ (the "Project"); and

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

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

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

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

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

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

recover under any such contract or agreement or under the bond, nor by any fraud practiced by any person other than the claimant seeking to recover on the bond and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given, and under no circumstances shall Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the owner or City 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 9100 of the 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 and the provisions of sections 2819 and 2845 of the California Civil Code.

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

(Corporate Seal)

Contractor/ Principal

By _____

Title _____

(Corporate Seal)

Surety

By _____
Attorney-in-Fact

Title _____

Signatures of those signing for the Contractor and Surety must be notarized and evidence of corporate authority attached. A Power-of-Authority authorizing the person signing on behalf of the Surety to do so must be attached hereto.

NOTE: A copy of the Power-of-Authority authorizing the person signing on behalf of the Surety to do so must be attached hereto.

Notary Acknowledgment

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

STATE OF CALIFORNIA
 COUNTY OF _____

On _____, 20____, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory

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

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

WITNESS my hand and official seal.

Signature of Notary Public _____

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

- Individual
- Corporate Officer

 Title(s)

- Partner(s) Limited
- General
- Attorney-In-Fact
- Trustee(s)
- Guardian/Conservator
- Other:

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

DESCRIPTION OF ATTACHED DOCUMENT

 Title or Type of Document

 Number of Pages

 Date of Document

 Signer(s) Other Than Named Above