COUNTY OF MARIN

DEPARTMENT OF PUBLIC WORKS

Quality, Excellence, Innovation

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Stormwater Program

Transportation & Traffic Operations

Waste Management

October 23, 2026

To: All holders of CONTRACT DOCUMENTS for:

HSIP Cycle 12 Butterfield Rd Pedestrian Crossing
& 2025 Countywide Drainage Project
County Project No. 41EG2524 & 41ED2528
State Project No. HSIPSL-5927(146)

From: James Edson
Civil Engineer
Department of Public Works

RE: Addendum 1

You are hereby advised of the following revisions and/or clarifications to said Contract Documents:

SPECIFICATIONS:

1. An overall Table of Contents for the bid package has been added.

   Add page ii [Addendum 1] included with this addendum.

2. The Bid Opening time has been changed. The Zoom Meeting ID, web link, and password in the Notice to Bidders remain the same. Replace the Bid Opening time of the Notice to Bidders on page 1.

   ~~Bids for this Project must be submitted online via BidExpress by **October 27th, 2026 at 2:00 pm**, at which time they will be publicly opened and read via Zoom:~~
   ~~https://us05web.zoom.us/j/84339223529?pwd=8E2pYNjlC1lyVl19auJ6syYl634Fe7.1~~

   ~~Meeting ID: 843 3922 3529~~
   ~~Passcode: DPWENG2026~~

With:

Bids for this Project must be submitted online via BidExpress by **October 27th, 2026 at 3:30 pm**, at which time they will be publicly opened and read via Zoom:
https://us05web.zoom.us/j/84339223529?pwd=8E2pYNjlC1lyVl19auJ6syYl634Fe7.1

Meeting ID: 843 3922 3529
Passcode: DPWENG2026

Remove page 1 and replace with page 1 [Addendum 1] included with this addendum.

3. Instructions to Bidders Section 12 "Alternate Bids" has been updated. Replace the Alternate Bids section on page 11.

~~This bid solicitation includes additive or deductive items. Pursuant to Public Contract Code section 20103.8, the lowest bid shall be identified based on **the base bid and the following additive or deductive items: Custom Crosswalk Striping - Blue Waves (Thermoplastic)** and **Custom Crosswalk Striping - Blue Waves (Paint).** The County retains the right to add or deduct from the Contract any of the additive or deductive alternates included in the bid.~~

With:

This bid solicitation includes additive or deductive items. Pursuant to Public Contract Code section 20103.8, the lowest bid shall be identified based on **the base bid and the following additive or deductive items: Custom Crosswalk Striping (Thermoplastic).**

The County retains the right to add or deduct from the Contract any of the additive or deductive alternates included in the bid.

Remove page 11 and replace with page 11 [Addendum 1] included with this addendum.

4. The HSIP Bid Schedule within the Bid Proposal section has been updated. Replace the unit price equal split statements and HSIP Bid Schedule on page 19.

~~**Due to various funding sources for this project bid prices for the following items shall be split equally between the HSIP Bid Schedule & the Green Infrastructure Bid Schedule:**~~
~~The unit price of bid item 1 shall be the same unit price as bid item 23~~
~~The unit price of bid item 2 shall be the same unit price as bid item 24~~
~~The unit price of bid item 3 shall be the same unit price as bid item 25~~
~~The unit price of bid item 4 shall be the same unit price as bid item 26~~
~~The unit price of bid item 5 shall be the same unit price as bid item 27~~
~~The unit price of bid item 6 shall be the same unit price as bid item 28~~

~~HSIP BID SCHEDULE:~~

~~Bid Item~~	~~Description~~	~~Qty~~	~~Unit~~	~~Unit Price~~	~~Amount~~
~~1~~	~~Traffic Control Systems and Construction Signs~~	~~1~~	~~LS~~		
~~2~~	~~Mobilization~~	~~1~~	~~LS~~		
~~3~~	~~Clearing & Grubbing~~	~~1~~	~~LS~~		
~~4~~	~~Demo & Tree Removal~~	~~1~~	~~LS~~		
~~5~~	~~Excavation (Landings)~~	~~2~~	~~CY~~		
~~6~~	~~Class II Aggregate Base (Landings)~~	~~1~~	~~CY~~		
~~7~~	~~Hot Mix Asphalt (Type A)~~	~~120~~	~~TON~~		
~~8~~	~~Erosion and Sediment Control Plan~~	~~1~~	~~LS~~		
~~9~~	~~Asphalt Milling (3")~~	~~251~~	~~SY~~		
~~10~~	~~Accessible Concrete Landings~~	~~3~~	~~EA~~		
~~11~~	~~Relocate Stop Sign~~	~~1~~	~~EA~~		
~~12~~	~~Type "D" Pavement Markers~~	~~40~~	~~EA~~		
~~13~~	~~Rectangular Rapid Flashing Beacon~~	~~2~~	~~EA~~		
~~14~~	~~White Ladder Crosswalk~~	~~260~~	~~SF~~		
~~15~~	~~R1-5 Signs~~	~~2~~	~~EA~~		
~~16~~	~~16"x24" Yield Line~~	~~11~~	~~SF~~		
~~17~~	~~"STOP" Pavement Marking~~	~~22~~	~~SF~~		
~~18~~	~~Black Out Striping~~	~~43~~	~~LF~~		
~~19~~	~~Detail 22 Centerline Striping~~	~~29~~	~~LF~~		
~~20~~	~~Detail 27B Edgeline Striping~~	~~108~~	~~LF~~		
~~21~~	~~Detail 39 Bike Lane Striping~~	~~63~~	~~LF~~		
~~22~~	~~Detail 39A Bike Lane Striping~~	~~36~~	~~LF~~		
				~~**HSIP SUBTOTAL =**~~	

With:

Due to various funding sources for this project bid prices for the following items shall be split equally between the HSIP Bid Schedule & the Green Infrastructure Bid Schedule:

The unit price of bid item 1 shall be the same unit price as bid item 23
The unit price of bid item 2 shall be the same unit price as bid item 24
The unit price of bid item 3 shall be the same unit price as bid item 25
The unit price of bid item 5 shall be the same unit price as bid item 26

The unit price of bid item 6 shall be the same unit price as bid item 27
The unit price of bid item 8 shall be the same unit price as bid item 29

HSIP BID SCHEDULE:

Bid Item	Description	Qty	Unit	Unit Price	Amount
1	Traffic Control Systems and Construction Signs	1	LS		
2	Mobilization	1	LS		
3	Clearing & Grubbing	1	LS		
4	Demolition (Median) & Tree Removal	1	LS		
5	Excavation (Landings)	2	CY		
6	Class II Aggregate Base (Landings)	1	CY		
7	Hot Mix Asphalt (Type A)	120	TON		
8	Erosion and Sediment Control Plan	1	LS		
9	Asphalt Milling (3")	251	SY		
10	Accessible Concrete Landings	3	EA		
11	Relocate Stop Sign and Street Name Signs	1	EA		
12	Type "D" Retroreflective Pavement Markers	40	EA		
13	Rectangular Rapid Flashing Beacon	2	EA		
14	White Ladder Crosswalk	260	SF		
15	R1-5 Signs	2	EA		
16	16"x24" Yield Line	11	SF		
17	"STOP" Pavement Marking	22	SF		
18	Black Out Striping	43	LF		
19	Detail 22 Centerline Striping	108	LF		
20	Detail 27B Edgeline Striping	40	LF		
21	Detail 39 Bike Lane Striping	63	LF		
22	Detail 39A Bike Lane Striping	36	LF		
				HSIP SUBTOTAL =	

Remove page 19 and replace with page 19 [Addendum 1] included with this addendum.

5. The formula for the Total Base Bid within the Bid Proposal section has been updated. Replace the formula on page 21 to remove Bid Alt 2 from the calculation.

~~(HSIP SUBTOTAL + GI SUBTOTAL + BID ALT 1 & 2) = **TOTAL BASE BID =**~~	

With:

(HSIP SUBTOTAL + GI SUBTOTAL + BID ALT 1) = **TOTAL BASE BID =**	

Remove page 21 and replace with pages 21-22 [Addendum 1] included with this addendum.

6. The footer text for the Certification of Bidder Regarding Debarment and Suspension has been updated. Replace the footer text on page 36.

~~CERTIFICATION OF SUBCONTRACTOR, LOWER-TIER SUBCONTRACTOR, OR SUPPLIER REGARDING DEBARMENT AND SUSPENSION~~

With:

CERTIFICATION OF BIDDER REGARDING DEBARMENT AND SUSPENSION

Remove page 36 and replace with page 36 [Addendum 1] included with this addendum.

7. The Contracting Requirements section has been updated to reflect revised page numbering.

Remove pages 40-52 (Insurance Addendum page 52) and replace with pages 37-48 [Addendum 1] included with this addendum.

8. A Table of Contents for the General Provisions, Special Provisions, Division II General Construction, and Appendix A has been added before the General Provisions section to reflect revised page numbering. Add pages 50-54 [Addendum 1] before page 58.

Remove pages 52 (Organization page 52) – 240 and replace with pages 49-240 [Addendum 1] included with this addendum.

9. In Section 5-1.48C(2) “Nonhighway Facility Protection”, the fourth table has been updated.

~~Utility Relocation and Contractor-Arranged Time for the Relocation~~

~~Utility~~	~~Utility address~~	~~Location~~	~~Working days~~

With:

Utility Relocation and Contractor-Arranged Time for the Relocation

Utility	Utility address	Location	Working days
MMWD Access Cover	3 Irving Dr	NE Corner on Irving Dr	1

Remove pages 110-111 and replace with pages 107-109 [Addendum 1] included with this addendum.

10. In Section 10-1.03A. "Bid Item Description", added the following paragraph after the first paragraph.

Mobilization shall be a single mobilization effort for the overall work of both projects. The lump sum cost for "Mobilization" must be allocated evenly between the two "Mobilization" bid items associated with the HSIP and Green Infrastructure bid schedules. Each "Mobilization" bid item represents one-half of the total mobilization cost.

Remove pages 193 and 194 and replace with pages 190-192 [Addendum 1] included with this addendum.

11. In Section 10-1.04A. "Bid Item Description", added the following subsection title and paragraph after Section 10-1.04A.(4) "Notifications."

5. **Bidding Instructions**

The traffic control system, construction area signs, and all work described within Section 10-1.04A., shall constitute a single traffic control effort that serves the overall work of both projects. The lump sum cost for this work must be allocated evenly between the two "Traffic Control Systems and Construction Signs" bid items associated with the HSIP and Green Infrastructure bid schedules. Each "Traffic Control Systems and Constructions Signs" bid item represents one-half of the total cost for this work.

Remove page 198 and replace with pages 195-196 [Addendum 1] included with this addendum.

12. Section 10-1.04B. "Payment" for the Traffic Control Systems and Constructions Signs section has been updated. Replace the Payment section on page 198.

~~10-1.04B. **Payment**~~

~~Partial payments will be made for mobilization under Pub Cont Code § 102649(a). The partial payment amount is **reduced by a prorated amount bid**, for this item, in excess of the maximum allowed under Pub Cont Code § 10264(a)(5). The item total for mobilization in~~

~~excess of the maximum allowed under Pub Cont Code § 10264(a)(5) is included in the 1st payment after Contract acceptance.~~

With:

10-1.04B. **Payment**

The lump sum (LS) price paid for **Traffic Control Systems and Construction Signs** shall include furnishing all labor, materials, tools, equipment and incidentals, including preparation and providing of the Traffic Control Plan, traffic control, flaggers, flagger training, pedestrian and bicycle path of travel, vehicle towing, public notification, providing and posting of all construction signs, maintaining and removing construction signs, arrow boards, temporary signs, furnishing, maintaining, and removing changeable message signs, barricades, temporary traffic delineation, and any other requirements of this section and the specification necessary to provide for the convenience and safety of the public and to facilitate the performance of the contract work as shown in the specifications and specified herein, and no additional payment will be made therefor.

Remove page 198 and replace with pages 195-196 [Addendum 1] included with this addendum.

13. In Section 10-1.06B. "Payment", added the following sentence after the first paragraph.

Each "Erosion and Sediment Control Plan" bid item represents one-half of the total ESCP cost.

Remove page 202 and replace with pages 199-200 [Addendum 1] included with this addendum.

14. In Section 10-1.11 "Disposal of Materials", fixed a typo for the word "disposed" in the first paragraph.

~~The Contractor shall be responsible for disposal of material, which may include but is not limited to soil, concrete, asphalt, pipe, rock, and vegetation. The Engineer has made no arrangements for disposal of materials. All excess and unsuitable material shall be dispose of by the Contractor in accordance with Section 14-10 "Solid Waste Disposal and Recycling" of the Standard Specifications and this section.~~

With:

The Contractor shall be responsible for disposal of material, which may include but is not limited to soil, concrete, asphalt, pipe, rock, and vegetation. The Engineer has made no arrangements for disposal of materials. All excess and unsuitable material shall be disposed of by the Contractor in accordance with Section 14-10 "Solid Waste Disposal and Recycling" of the Standard Specifications and this section.

Remove page 203 and replace with pages 200-201 [Addendum 1] included with this addendum.

15. In Section 10-1.13 “Earthwork”, added a comma after the word “shortfall” in the third paragraph.

~~Subject to the approval of the Engineer, suitable excavated material may be used as backfill where necessary. In the event of a shortfall only approved backfill material will be used. Fill material shall be natural soil and rock which is free of organic material, rubble and debris, and shall conform to the Standard Specification requirements.~~

With:

Subject to the approval of the Engineer, suitable excavated material may be used as backfill where necessary. In the event of a shortfall, only approved backfill material will be used. Fill material shall be natural soil and rock which is free of organic material, rubble and debris, and shall conform to the Standard Specification requirements.

Remove page 204 and replace with pages 201-202 [Addendum 1] included with this addendum.

16. In Section 10-1.13 “Earthwork”, the fifth paragraph has been updated to reflect the correct section number for “Disposal of Materials.”

~~All surplus and/or unsatisfactory excavated material shall be disposed of outside the roadway right of way in accordance with Section 10-1.12 “Disposal or Materials.”~~

With:

All surplus and/or unsatisfactory excavated material shall be disposed of outside the roadway right of way in accordance with Section 10-1.11 “Disposal or Materials.”

Remove page 205 and replace with pages 202-203 [Addendum 1] included with this addendum.

17. Section 10-1.14 “Demolition and Tree Removal” has been updated. Replace the Demolition and Tree Removal section on page 205.

~~10-1.14 DEMOLITION AND TREE REMOVAL~~

~~Demolition and Removal shall conform to the applicable provisions of Section 15 of the Standard Specifications and these Special Provisions. Demolition and Removal shall include, but not be limited to, the removal from the area of work the existing roadway median on Irving Dr, including any concrete flatwork, structures, signs and sign posts, trees, utilities, or any other items conflicting with the work within the bounds of the median, as shown on the Plans, as necessary to accommodate construction operations, or as directed by the Engineer.~~

~~The Contractor may remove portions of abandoned utilities that are in conflict with project construction. Prior to such removal, Contractor shall verify with the applicable utility entity that the subject facility is abandoned. All removed materials, unless otherwise indicated on the Plans or specified herein, shall become the property of the Contractor and he shall make arrangements for disposal outside the road right-of-way in accordance with the Standard Specifications.~~

~~Full Depth Asphalt Removal: Asphalt pavement removal shall be as indicated in the plans. Where indicated in the plans, roadway base and surfacing shall be removed in accordance with Section 39-3.05, "Remove Base and Surfacing," of the Standard Specifications and as directed by the Engineer. This bid item also includes removal of base rock as required for the improvements.~~

~~MEASUREMENT AND PAYMENT~~

~~The contract unit price paid per Lump Sum (LS) for **Demolition and Tree Removal** of the various types shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals for doing all the work to remove the existing Irving Dr median complete in place, including saw-cutting, demolition and removal of pavement and aggregate base (where necessary), tree removal, sign post removal, hauling, recycling, disposal, cleanup and other incidental work, as shown on the Plans, as specified in the Standard Specifications and these Specifications, and as directed by the Engineer.~~

With:

10-1.14 DEMOLITION (MEDIAN) AND TREE REMOVAL

Demolition (Median) and Tree Removal shall conform to the applicable provisions of Section 15 of the Standard Specifications and these Special Provisions. Demolition (Median) and Tree Removal shall include, but not be limited to, the removal from the area of work the existing roadway median on Irving Dr, including any concrete flatwork, structures, signs and sign posts, sign foundations, trees, utilities, or any other items conflicting with the work within the bounds of the median, as shown on the Plans, as necessary to accommodate construction operations, or as directed by the Engineer.

The following items within the median will be relocated and shall not be damaged during demolition:

1. The memorial rock in memory of Dorothy Kinkade
2. The existing stop sign, in accordance with Section 10-1.19 "Relocate Stop Sign and Street Name Signs"
3. The blue street name sign plates for "Butterfield Rd" and "Irving Dr" mounted on top of the other signpost

The Contractor may remove portions of abandoned utilities that are in conflict with project construction. Prior to such removal, Contractor shall verify with the applicable utility entity that the subject facility is abandoned. All removed materials, unless otherwise indicated on the Plans or specified herein, shall become the property of the Contractor and he shall make

arrangements for disposal outside the road right-of-way in accordance with the Standard Specifications.

The Contractor shall demolish and remove the median to a depth of seven inches (7") below the finished surface of the new asphalt at the outer edges of the median, or as necessary to fully remove any concrete flatwork, structure, signs and signposts, sign foundations, trees, utilities, or any other items conflicting with the work. Prior to plugging the median with new asphalt in accordance with Section 10-1.17 "Hot Mix Asphalt (Type "A" ½" Mix)", the Contractor shall compact the existing subgrade to ninety-five percent (95%) relative compaction.

Asphalt Removal: Where required to reach the median demolition depth indicated in the plans and as required by these Special Provisions, roadway base layers shall be removed in accordance with Section 39-3.05, "Remove Base and Surfacing," of the Standard Specifications and as directed by the Engineer. This bid item also includes removal of base rock as required for the improvements.

MEASUREMENT AND PAYMENT

The contract unit price paid per lump sum (LS) for **Demolition (Median) and Tree Removal** of the various types shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals for doing all the work to remove the existing Irving Dr median complete in place, including saw-cutting, demolition and removal of pavement and aggregate base (where necessary), tree removal, sign post removal, hauling, recycling, disposal, cleanup, compaction, and other incidental work, as shown on the Plans, as specified in the Standard Specifications and these Specifications, and as directed by the Engineer.

Remove page 205 and replace with pages 202-203 [Addendum 1] included with this addendum.

18. In Section 10-1.15 "Minor Concrete (Minor Structures)", the sentence after the second paragraph has been updated. Replace this sentence on page 206.

~~With the exception of curb ramps, curb and gutter shall be poured separately from sidewalk~~.

With:

Accessible concrete level landings shall be poured monolithically (integral) with curb and gutter where adjacent.

Remove page 206 and replace with pages 203-204 [Addendum 1] included with this addendum.

19. In Section 10-1.15 "Minor Concrete (Minor Structures)", the first paragraph under "CONSTRUCTION" has been updated. Replace this paragraph on page 206.

~~Minor concrete structures shall include the construction and/or modification of curbs, gutters, ramps, sidewalks, gallery with catch basins, turning structures, and catch basins as shown on the Plans. Structure excavation and structure backfill incidental to minor concrete work shall~~

~~be included in the price paid. Structure excavation and backfill shall comply with Section 19-3 and Sections 7-1.02K(6)(b) of the Standard Specifications.~~

With:

Minor concrete structures shall include the construction and/or modification of curbs, gutters, ramps, landings, sidewalks, gallery with catch basins, turning structures, and catch basins as shown on the Plans. Structure excavation and structure backfill incidental to minor concrete work shall be included in the price paid. Structure excavation and backfill shall comply with Section 19-3 and Sections 7-1.02K(6)(b) of the Standard Specifications.

Remove page 207 and replace with pages 204-205 [Addendum 1] included with this addendum.

20. In Section 10-1.15 "Minor Concrete (Minor Structures)", the following paragraph has been added after the first paragraph under "CONSTRUCTION."

Concrete used for curb and gutter, retaining curb, and accessible concrete level landings shall be Class "A", containing a minimum of six (6) sacks of cement per cubic yard. The Contractor shall obtain approval of the mix design prior to placing concrete. Reinforcing steel shall have a yield of 60,000 psi and conform to and be placed in accordance with Section 52 "Reinforcement of the Caltrans Standard Specifications.

Remove page 208 and replace with pages 205-207 [Addendum 1] included with this addendum.

21. In Section 10-1.15 "Minor Concrete (Minor Structures)", the fourth paragraph under "CONCRETE FLATWORK" has been updated.

~~Landings shall comply with all construction details of each respective type of ramp to be installed as specified on the Plans.~~ **~~Forms and finished slopes on new curb ramps will be checked in the field by the resident engineer using a. Upon requesting inspection, Contractor shall allow Resident Engineer 24 (twenty-four) hours to check, and if necessary correct, curb ramp forms.~~** ~~Construction details include the installation of joints, grooves, retaining curb, gutter, if necessary, adjustment of utility boxes to new grade, relocation of street/traffic signs, conforming work with existing private improvements and any modifications to field fit conditions as directed by the Engineer.~~

With:

Landings, curb, and gutter shall comply with all construction details as specified on the Plans. **Forms and finished slopes on new concrete landings, curb, and gutter will be checked in the field by the resident engineer using a 2-foot level. Upon requesting inspection, Contractor shall allow Resident Engineer 24 (twenty-four) hours to check, and if**

necessary correct, landing, curb, and gutter forms. Construction details include the installation of joints, grooves, retaining curb, gutter, if necessary, adjustment of utility boxes to new grade, relocation of street/traffic signs, conforming work with existing private improvements and any modifications to field fit conditions as directed by the Engineer.

Remove page 209 and replace with pages 207-208 [Addendum 1] included with this addendum.

22. In Section 10-1.15 "Minor Concrete (Minor Structures)", the sixth paragraph under "CONCRETE FLATWORK" has been updated.

~~Contractor shall coordinate with responsible utility representatives for existing facility adjustment within proposed curb ramps in the following order of work:~~

~~• Inform utility owners of work schedule with at least 48 (forty-eight) hour notice~~
~~• Demolition of existing curb, gutter, and sidewalk~~
~~• Provide back and face board with string-line levels to existing utility boxes~~
~~• Provide on-site personnel for oversight during utility work/operations~~
~~• After utility work is complete, Contractor to reset back/face boards, and remaining forms~~

With:

Contractor shall coordinate with responsible utility representatives for existing facility adjustment within proposed landings, curb, and gutter in the following order of work:

- Inform utility owners of work schedule with at least 48 (forty-eight) hour notice
- Demolition of existing curb, gutter, sidewalk, and asphalt pavement
- Provide back and face board with string-line levels to existing utility boxes
- Provide on-site personnel for oversight during utility work/operations
- After utility work is complete, Contractor to reset back/face boards, and remaining forms

The Contractor's attention is directed to the existing MMWD (Marin Water) service access valve cover across from the fire hydrant on Irving Dr that falls within the footprint of the new curb and gutter for the northeast bioretention basin. This cover will require an elevation adjustment to be flush with the new gutter pan surface and the Contractor shall be responsible for coordination with Marin Water to facilitate that work.

Remove page 210 and replace with pages 208-209 [Addendum 1] included with this addendum.

23. In Section 10-1.15 "Minor Concrete (Minor Structures)", the first two sentences under "CURB AND GUTTER" have been updated.

~~Curb and Gutter shall conform to UCS Drawings #100, #105, the Standard Specifications, Standard Plans and these Special Provisions.~~

~~Curb and Gutter shall be Type "A" Curb or Type "F" Curb, and the gutter pan width may be reduced to match and conform to existing.~~

With:

Curb and Gutter shall conform to UCS Drawings #100, #105, the Standard Specifications, Standard Plans and these Special Provisions, unless otherwise specified on the Plans.

Curb and Gutter shall be Type "A" Curb, or as modified as shown on the Plans, and the gutter pan width may be reduced to match and conform to existing.

Remove pages 210-211 and replace with pages 208-210 [Addendum 1] included with this addendum.

24. In Section 10-1.15 "Minor Concrete (Minor Structures)", the fourth paragraph under "CURB AND GUTTER" has been updated.

~~Transverse weakened plane and expansion joints for curb and gutter shall be placed in accordance with Section 73-1.03 of the Standard Specifications. Weakened plane joints shall be in 16' intervals and expansion joints shall be 48' on centers. Weakened plane joints shall be placed in a true straight line which shall be at right angles or radial to the curb line, and at right angles to the surface of the concrete. Weakened planes for curb and gutter shall not exceed one-eighth inch (1/8") in width and shall be formed by means of an approved weakened plane scoring tool, or a steel bar inserted into the surface to form the weakened plane and removed; or by means of approved strips of forming material which may be left in place. When the forming material is left in place, the top edge shall be slightly below the surface of the concrete. After the surface has been finished, the joint shall be edged with an edging tool having a one-eighth inch (1/8") radius.~~

With:

Transverse weakened plane and expansion joints for curb and gutter shall be placed in accordance with Section 73-1.03 of the Standard Specifications. Weakened plane joints shall be in 16' maximum intervals with 10' typical intervals as shown on the Plans and expansion joints shall be 48' maximum on centers. Weakened plane joints shall be placed in a true straight line which shall be at right angles or radial to the curb line, and at right angles to the surface of the concrete. Weakened planes for curb and gutter shall not exceed one-eighth inch (1/8") in width and shall be formed by means of an approved weakened plane scoring tool, or a steel bar inserted into the surface to form the weakened plane and removed; or by means of approved strips of forming material which may be left in place. When the forming material is left in place, the top edge shall be slightly below the surface of the concrete. After the surface has been finished, the joint shall be edged with an edging tool having a one-eighth inch (1/8") radius.

Remove pages 210-211 and replace with pages 208-210 [Addendum 1] included with this addendum.

25. In Section 10-1.15 "Minor Concrete (Minor Structures)", the "MEASUREMENT" subsection has been updated and the "PAYMENT" subsection title has been underlined.

~~MEASUREMENT~~

~~Accessible Concrete Landings~~ ~~shall include concrete and truncated domes required to form the landings with ADA compliant grades, and as shown on the Plans, and shall be measured per each (EA). Utility boxes, within the area of the sidewalk and ramp shall be adjusted to meet the final grades. The cost for Utility box adjustments shall be included in the cost per EA of Accessible Concrete Landings and no separate payment will be made. PG&E utility boxes will be adjusted by their forces at no cost to the contractor. Construction related coordination with the utilities is included in the EA price. Request for County assistance with utility scheduling shall be made in writing at least 10 (ten) days in advance of demolition.~~

~~Type "A" Curb & Gutter (12" Deep), Type "A" Curb & Gutter (18" Deep), Type "A" Curb & Gutter (30" Deep), and Retaining Curb~~ ~~shall include the concrete, rebar, labor, and installation required to complete the work in place, and shall be measured per linear foot (LF).~~

~~Class II Aggregate Base (Landings)~~ ~~shall include the Class II aggregate base required to install the accessible concrete landings, complete in place, as shown on the Plans and as required by the Engineer, and shall be measured per cubic yard (CY).~~

~~Class II Aggregate Base (Curb & Gutter)~~ ~~shall include the Class II aggregate base required to install the curb and gutter, complete in place, as shown on the Plans and as required by the Engineer, and shall be measured per cubic yard (CY).~~

~~The contract unit price paid per cubic yard (CY) for~~ **~~Excavation (Landings)~~** ~~shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals for doing all the work involved in excavation, hauling, stockpiling, scarification, re-compaction, placing final backfill and compaction as necessary to install the accessible concrete landings, as shown on the Plans, as specified in the Standard Specifications and these Specifications, and as directed by the Engineer.~~

~~The contract unit price paid per cubic yard (CY) for~~ **~~Excavation (Curb & Gutter, Bioretention)~~** ~~shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals for doing all the work involved in excavation, hauling, stockpiling, scarification, re-compaction, placing final backfill and compaction as necessary to install the curb & gutter and bioretention, as shown on the Plans, as specified in the Standard Specifications and these Specifications, and as directed by the Engineer.~~

~~Lengths of curbs and gutters at drainage structures, designated as aprons and transitions on the plans,~~ **~~will not be measured~~**~~. Payment for constructing aprons, adjacent curb and gutter and transitions is included in the payment of the drainage minor structures and the curb ramps respectively.~~

~~PAYMENT~~

With:

MEASUREMENT

Accessible Concrete Landings shall include concrete and truncated domes required to form the landings with ADA-compliant grades, and as shown on the Plans, and shall be measured per each (EA). Utility boxes, within the area of the landings shall be adjusted to meet the final grades. The cost for Utility box adjustments shall be included in the cost per each (EA) of Accessible Concrete Landings and no separate payment will be made. PG&E utility boxes will be adjusted by their forces at no cost to the contractor. Construction related coordination with the utilities is included in the each (EA) price. Request for County assistance with utility scheduling shall be made in writing at least 10 (ten) days in advance of demolition.

Type "A" Curb & Gutter (12" Deep), Type "A" Curb & Gutter (18" Deep), Type "A" Curb & Gutter (30" Deep), and Retaining Curb shall include the concrete, rebar, labor, and installation required to complete the work in place, and shall be measured per linear foot (LF). Utility boxes and covers within the footprint of the curb and gutter shall be adjusted to meet the final grades. Construction related coordination with the utilities is included in the linear foot (LF) price.

Class II Aggregate Base (Landings) shall include the Class II aggregate base required to install the accessible concrete landings, complete in place, as shown on the Plans and as required by the Engineer, and shall be measured per cubic yard (CY).

Class II Aggregate Base (Curb & Gutter) shall include the Class II aggregate base required to install the curb and gutter, complete in place, as shown on the Plans and as required by the Engineer, and shall be measured per cubic yard (CY).

The contract unit price paid per cubic yard (CY) for **Excavation (Landings)** shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals for doing all the work involved in excavation, hauling, stockpiling, scarification, re-compaction, placing final backfill and compaction as necessary to install the accessible concrete landings, as shown on the Plans, as specified in the Standard Specifications and these Specifications, in accordance with Section 10-1.13 "Earthwork", and as directed by the Engineer.

The contract unit price paid per cubic yard (CY) for **Excavation (Curb & Gutter, Bioretention)** shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals for doing all the work involved in excavation, hauling, stockpiling, scarification, re-compaction, placing final backfill and compaction as necessary to install the curb & gutter and bioretention, as shown on the Plans, as specified in the Standard Specifications and these Specifications, in accordance with Section 10-1.13 "Earthwork", and as directed by the Engineer. The four (4) no-parking signs within and adjacent to the bioretention areas that are designated for removal on the Plans must be removed as part of excavation operations. The cost for the work involved to remove the no-parking signs shall be included in the unit price per cubic yard (CY) for this bid item.

Lengths of curbs and gutters acting as aprons or transitions into the pretreatment forebays **will not be measured**. Payment for constructing aprons or transitions between the gutter and the inlet into the pretreatment forebay is included in the payment of **Pre-treatment Forebays**.

PAYMENT

Remove pages 211-212 and replace with pages 209-211 [Addendum 1] included with this addendum.

26. In Section 10-1.16 "Asphalt Milling (Cold Plane Asphalt)", the sixth and seventh paragraphs have been updated.

~~Pavement Grinding must be in accordance with the applicable provisions of the specifications and shall involve: Grinding an adequate depth so the finished grinding surface is the depth below finished grade as shown on the plans, across the roadway between the lip of gutter and lip of gutter, or edge of pavement, with cross slopes that match existing or as directed by the plans.~~

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

With:

Pavement Grinding must be in accordance with the applicable provisions of the specifications and shall involve: grinding an adequate depth (three-inch (3") minimum) so the finished grinding surface is the depth below finished grade as shown on the plans and such that there is adequate depth to pave a two-inch (2") minimum surface layer of new asphalt up to the finished surface of the new roadway. These grinding requirements shall apply across the roadway, between the lip of gutter and lip of gutter, or edge of pavement, with cross slopes and running slopes that match the finished grades of the roadway as directed by the Plans.

The final cut must result in a uniform surface conforming to the plans. The outside lines of the planed area must be neat and uniform. Planing asphalt concrete pavement operations must be performed without damage to the surfacing to remain in place or any adjacent new construction such as the curb and gutter or accessible concrete landings.

Remove page 213 and replace with pages 211-212 [Addendum 1] included with this addendum.

27. In Section 10-1.16 "Asphalt Milling (Cold Plane Asphalt)", the formatting of the list of cold plane machine requirements has been updated and "of" has been removed after "beyond" in the bolded text.

~~The cold plane machine must be:~~

~~1. Equipped with a cutter head width that matches the planing width. If the cutter head width is wider than the cold plane area shown, submit to the Engineer a request for using a wider cutter head. Do not cold plane unless the Engineer approves your request.~~
~~2. Equipped with automatic controls for the longitudinal grade and transverse slope of the cutter head and:~~
~~2.1. If a ski device is used, it must be at least 30 (thirty) feet long, rigid, and a 1-piece unit. The entire length must be used in activating the sensor.~~
~~2.2. If referencing from existing pavement, the cold planing machine must be controlled by a self-contained grade reference system. The system must be used at or near the centerline of the roadway. On the adjacent pass with the cold planing machine, a joint-matching shoe may be used.~~
~~3. Equipped to effectively control dust generated by the planing operation.~~
~~4. Operated so that no fumes or smoke is produced.~~
~~5. Equipment must be equipped with a conveyor system and the Contractor must concurrently load the pavement grindings into an adjacent truck.~~
~~6. Equipment must meet all requirements of legally powered regulatory agencies including noise control standards.~~
~~7. Equipment must not produce excessive dust and must conform to the Standards of the Bay Area Air Quality Control Board. Pre-heating of the asphalt concrete must not be performed. The machine must be equipped with a water device for dust control. The grinding machine must have a side shield to prevent ground material from being thrown on the sidewalk.~~
~~8. Teeth shall not be broken or worn, worn or missing.~~

~~**No additional compensation shall be made for Pavement Grinding beyond of the lines and grades shown on the Plans unless so directed by the Engineer.**~~

With:

The cold plane machine must be:

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

7. Equipment must not produce excessive dust and must conform to the Standards of the Bay Area Air Quality Control Board. Pre-heating of the asphalt concrete must not be performed. The machine must be equipped with a water device for dust control. The grinding machine must have a side shield to prevent ground material from being thrown on the sidewalk.
8. Teeth shall not be broken or worn, worn or missing.

No additional compensation shall be made for Pavement Grinding beyond the lines and grades shown on the Plans unless so directed by the Engineer.

Remove page 214 and replace with pages 212-213 [Addendum 1] included with this addendum.

28. In Section 10-1.16 "Asphalt Milling (Cold Plane Asphalt)", the "MEASUREMENT" and "PAYMENT" subsections have been updated.

~~**MEASUREMENT**~~

~~The Contractor shall measure and confirm with the Engineer the pay quantities of the Asphalt Milling prior to the resurfacing operation. Otherwise, no additional payment, beyond what is indicated on the Engineer's Estimate, will be made to the contractor.~~

~~Asphalt Milling shall be measured by the square yard (SY). The quantity to be paid for will be the actual area of surface cold planed irrespective of the number of passes required to obtain the depth shown on the plans, or the volume of asphalt pavement between existing grade and proposed finish grade.~~

~~**Damage caused to the road surface beyond the contract limits shall be repaired by grinding and paving as directed by the Engineer at the cost of the contractor and no additional compensation will be allowed therefor.**~~

~~**PAYMENT**~~

~~The contract unit price paid per square yard (SY) for Ashpalt Milling shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals for doing all the work involved to complete in place including, saw-cutting, cold planing surfacing that includes demolition and removal of; asphalt concrete, base material (where necessary), fabric, striping and markers within the prescribed depth, as measured from the lip of gutter and including overlay material, hauling, disposal, recycling, cleanup of planed material, protecting improvements, notification, furnishing the HMA for constructing temporary HMA tapers, maintaining, removing, and disposing of temporary HMA tapers, placing, maintaining, removing, and disposing of temporary pavement delineation that conforms to the provisions as specified in the Standard Specifications, as shown on the plans, as specified herein, and as directed by the Engineer and no additional compensation will be made therefor.~~

With:

MEASUREMENT

The Contractor shall measure and confirm with the Engineer the pay quantities of the Asphalt Milling prior to the resurfacing operation. Otherwise, no additional payment, beyond what is indicated on the Engineer's Estimate, will be made to the contractor.

Asphalt Milling (3") shall be measured by the square yard (SY). The quantity to be paid for will be the actual area of surface cold planed irrespective of the number of passes required to obtain the depth shown on the plans, or the volume of asphalt pavement between existing grade and proposed finish grade. The limits of asphalt milling, as paid under this bid item, shall be between the HMA conform limits and lip of new gutter and shall exclude the area of the Irving Dr median, new curb and gutter, landings, and bioretention areas.

Damage caused to the road surface beyond the contract limits shall be repaired by grinding and paving as directed by the Engineer at the cost of the contractor and no additional compensation will be allowed therefor.

PAYMENT

The contract unit price paid per square yard (SY) for **Asphalt Milling (3")** shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals for doing all the work involved to complete in place including, saw-cutting, cold planing surfacing that includes demolition and removal of; asphalt concrete, base material (where necessary), fabric, striping and markers within the prescribed depth, as measured from the lip of gutter and including overlay material, hauling, disposal, recycling, cleanup of planed material, protecting improvements, notification, furnishing the HMA for constructing temporary HMA tapers, maintaining, removing, and disposing of temporary HMA tapers, placing, maintaining, removing, and disposing of temporary pavement delineation that conforms to the provisions as specified in the Standard Specifications, as shown on the plans, as specified herein, and as directed by the Engineer and no additional compensation will be made therefor.

Remove pages 215-216 and replace with pages 213-215 [Addendum 1] included with this addendum.

29. In Section 10-1.17 "Hot Mix Asphalt (Type "A" ½" Mix)", paragraphs after the bolded sentences regarding HMA Base Lift have been added, along with "MEASUREMENT" and "PAYMENT" subsections.

~~The Contractor shall pave such that no cold joints are created within any vehicle traveled lane. Cold joints are permitted along the centerline of the road. If a road width does not allow for a single pass to reach the exact centerline, the contractor will be required to make to make 2 (two) concurrent and adjacent passes to reach the centerline using two paving machines where possible. Contractor is responsible for providing paving equipment and a traffic control plan that can satisfy these constraints including but not limited to pavers capable of accepting extensions to the screed to allow for wider paver passes. If the temperature at the longitudinal joint drops below 225° F, the Contractor shall grind partial depth (min 1 ¼" x min 1 ¼") of the edge of the paved lane at the joint prior to making the adjacent pass. The ground longitudinal joint will be straight and parallel with the centerline of the road and approved by the engineer.~~

~~**Alternatively, longitudinal cold joints will be allowed** on lane lines and centerlines as detailed in detail P70 "Hot Mix Asphalt (Longitudinal Tapered Notched Wedge Joint)," of the Standard Plans. Longitudinal Tapered Notched Wedge Joints shall only be constructed by using an attachment to the paver screed. **Construction by raking or other hand construction methods will not be allowed.**~~

~~All driveway aprons, pathway/bikeway (shoulders) shown on the Plans shall be paved on the same day as the mainline resurfacing such that no cold joints are created.~~

With:

The Contractor shall pave a minimum of two-inches (2") of new asphalt, after compaction, from the planed surface to the finished surface of the roadway. The surface course of new asphalt shall be two-inches (2") minimum and lifts shall not exceed three-inches (3") maximum, after compaction, for any new paving, including the asphalt plug for the median after demolition. Where subgrade is encountered, it shall be compacted to ninety-five percent (95%) relative compaction prior to paving operations.

The Contractor shall pave such that no cold joints are created within any vehicle traveled lane. Cold joints are permitted along the centerline of the road. If a road width does not allow for a single pass to reach the exact centerline, the contractor will be required to make to make 2 (two) concurrent and adjacent passes to reach the centerline using two paving machines where possible. Contractor is responsible for providing paving equipment and a traffic control plan that can satisfy these constraints including but not limited to pavers capable of accepting extensions to the screed to allow for wider paver passes. If the temperature at the longitudinal joint drops below 225° F, the Contractor shall grind partial depth (min 1 ¼" x min 1 ¼") of the edge of the paved lane at the joint prior to making the adjacent pass. The ground longitudinal joint will be straight and parallel with the centerline of the road and approved by the engineer.

Alternatively, longitudinal cold joints will be allowed on lane lines and centerlines as detailed in detail P70 "Hot Mix Asphalt (Longitudinal Tapered Notched Wedge Joint)," of the Standard Plans. Longitudinal Tapered Notched Wedge Joints shall only be constructed by using an attachment to the paver screed. **Construction by raking or other hand construction methods will not be allowed.**

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

HMA shall be compacted to a minimum **ninety-three percent (93%)** of Maximum Theoretical Density as determined by American Society of Testing Materials (ASTM) D-2041.

The Contractor shall provide an independent testing firm to test compaction for the resurfacing. Testing frequency shall be in accordance with Section 39 "Asphalt Concrete" of the Standard Specification and these special provisions. Contractor shall submit a written report of the

compaction results for each day. The County will not accept the installed material until after the written compaction reports have been reviewed and approved by the Engineer.

The County may retain a testing firm to monitor in-place compaction. Density will be determined using a nuclear gage. The Contractor is solely responsible for constructing the project in accordance with the Plans and Specifications.

All driveway aprons, pathway/bikeway (shoulders) shown on the Plans shall be paved on the same day as the mainline resurfacing such that no cold joints are created.

MEASUREMENT

The quantity for this bid item shall be determined from certified weigh master tickets relative to the amount of asphalt delivered, placed, and compacted. Asphalt used in the construction of the Type "F" HMA Dike shall not be included in the quantity for this bid item. The Engineer shall be supplied with a copy of each certified weigh ticket for the Engineer's records.

PAYMENT

The contract unit price paid per ton (TON) for **Hot Mix Asphalt (Type A)** shall include full compensation for furnishing all labor, materials and equipment necessary to complete the work as shown on the Plans, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer and no additional payment will be made.

The Contractor shall measure and confirm the pay quantities of HMA Resurfacing with the Engineer prior to the resurfacing operation. Otherwise, no additional compensation shall be made for HMA Resurfacing beyond the limits shown on the Plans unless so directed by the Engineer.

Remove pages 218-219 and replace with pages 216-218 [Addendum 1] included with this addendum.

30. In Section 10-1.18 "Bioretention Facilities", the following paragraph under Table 1 has been updated to reflect the correct section number.

~~Earthwork shall conform to the provisions of 10.13 EARTHWORK of these Special Provisions. Work shall include, but not be limited to structure excavation, off haul, disposal, structure backfill, keying, spreading, moisture conditioning and compacting, as required for construction of the retaining wall as shown on the Plans and as directed by the Engineer. All excess soil shall be disposed by the Contractor.~~

With:

Earthwork shall conform to the provisions of 10-1.13 "Earthwork" of these Special Provisions. Work shall include, but not be limited to structure excavation, off haul, disposal, structure backfill, keying, spreading, moisture conditioning and compacting, as required for construction of the retaining wall as shown on the Plans and as directed by the Engineer. All excess soil shall be disposed by the Contractor.

Remove page 225 and replace with pages 224-225 [Addendum 1] included with this addendum.

31. In Section 10-1.18 "Bioretention Facilities", the "MEASUREMENT AND PAYMENT" subsection has been updated.

~~**MEASUREMENT AND PAYMENT**~~

~~The contract unit price paid per cubic yard (CY) for **Bioretention Soil Media (BSM)** shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals for doing all the work involved in placement of bioretention soil as shown on the Plans, as specified in the Standard Specifications and these Specifications, and as directed by the Engineer.~~

~~The contract unit price paid per cubic yard (CY) for **Excavation (Curb & Gutter, Bioretention)** shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals for doing all the work involved in excavation, hauling, stockpiling, scarification, re-compaction, placing final backfill and compaction as necessary to install the curb & gutter and bioretention, as shown on the Plans, as specified in the Standard Specifications and these Specifications, and as directed by the Engineer.~~

~~The contract unit price paid per each (EA) for **Pretreatment Forebay** shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals for doing all the work involved in constructing concrete pretreatment forebay, complete in place, including earthwork, disposal of materials, forming, placement of concrete, drilling holes, minor restoration as shown on the Plans, as specified in the Standard Specifications and these Specifications, and as directed by the Engineer.~~

With:

MEASUREMENT AND PAYMENT

The contract unit price paid per cubic yard (CY) for **Bioretention Soil Media (BSM)** shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals for doing all the work involved in placement of bioretention soil as shown on the Plans, as specified in the Standard Specifications and these Specifications, and as directed by the Engineer.

The contract unit price paid per cubic yard (CY) for **Excavation (Curb & Gutter, Bioretention)** shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals for doing all the work involved in excavation, hauling, stockpiling, scarification, re-compaction, placing final backfill and compaction as necessary to install the curb & gutter and bioretention, as shown on the Plans, as specified in the Standard Specifications and these Specifications, in accordance with Section 10-1.13 "Earthwork", and as directed by the Engineer. The four (4) no-parking signs within and adjacent to the bioretention areas that are designated for removal on the Plans must be removed as part of excavation operations. The cost for the work involved to remove the no-parking signs shall be

included in the unit price per cubic yard (CY) for this bid item.

The contract unit price paid per each (EA) for **Pretreatment Forebay** shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals for doing all the work involved in constructing concrete pretreatment forebay, complete in place, including earthwork, disposal of materials, forming, placement of concrete, drilling holes, transition gutter, minor restoration as shown on the Plans, as specified in the Standard Specifications and these Specifications, and as directed by the Engineer.

Remove page 226 and replace with pages 225-226 [Addendum 1] included with this addendum.

32. Section 10-1.19 "Relocate Stop Sign" has been updated.

~~**10-1.19. RELOCATE STOP SIGN**~~
~~Roadside signs shall be placed in the locations shown on the Plans or where directed by the Engineer, and shall conform to the provisions in Section 56-2, "Overhead Sign Structures" of the Standard Specifications and these Special Provisions. This work includes the following:~~

~~Relocating an existing sign and post per UCS #310~~

~~**MEASUREMENT**~~

~~**Relocate Existing Roadside Sign** shall be measured by each (EA).~~

~~**PAYMENT**~~
~~The contract unit price paid per each (EA) for **Relocate Stop Sign** shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals for doing all the work involved to complete in place including, removal and salvaging existing signs, and installation of new foundation that conforms to the provisions as specified in the Standard Specifications, as shown on the plans, as specified herein, and as directed by the Engineer and no additional compensation will be made therefor.~~

With:

10-1.19. RELOCATE STOP SIGN AND STREET NAME SIGNS

Roadside signs shall be placed in the locations shown on the Plans or where directed by the Engineer, and shall conform to the provisions in Section 56-2, "Overhead Sign Structures" of the Standard Specifications and these Special Provisions. This work includes the following:

Relocating an existing stop sign and post per UCS #310. In addition, the Contractor shall relocate the two (2) blue street name sign plates for "Butterfield Rd" and "Irving Dr", currently mounted on a signpost with the median, and mount them on top of the stop sign post at its new location.

MEASUREMENT

Relocate Stop Sign and Street Name Signs shall be measured by each (EA).

PAYMENT

The contract unit price paid per each (EA) for **Relocate Stop Sign and Street Name Signs** shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals for doing all the work involved to complete in place including, removal and salvaging existing signs, relocation of the existing stop sign and post, relocation and mounting of the existing street name signs, and installation of new foundation that conforms to the provisions as specified in the Standard Specifications, as shown on the plans, as specified herein, and as directed by the Engineer and no additional compensation will be made therefor.

Remove page 228 and replace with pages 227-228 [Addendum 1] included with this addendum.

33. In Section 10-1.20 "Rectangular Rapid Flashing Beacons", the first sentence in the "CONSTRUCTION" subsection has been updated.

~~The RRFB shall meet the Manual on Uniform Traffic Control Devices (MUTCT) requirements for all approved flash patterns and as approved by the Engineer.~~

With:

The RRFB shall meet the Manual on Uniform Traffic Control Devices (MUTCD) requirements for all approved flash patterns and as approved by the Engineer.

Remove page 229 and replace with pages 228-229 [Addendum 1] included with this addendum.

34. Section 10-1.20 "Rectangular Rapid Flashing Beacons" has been updated.

~~**10-1.20 RECTANGULAR RAPID FLASHING BEACONS**~~

~~GENERAL~~

~~The work shall consist of installing solar-powered Rectangular Rapid Flash Beacons (RRFB), including solar panels, wireless transmitters, pedestrian push buttons, poles, and signs. Single and double-sided RRFBs shall be located as shown in the plans, or as directed by the Engineer.~~

~~CONSTRUCTION~~

~~The RRFB shall meet the Manual on Uniform Traffic Control Devices (MUTCT) requirements for all approved flash patterns and as approved by the Engineer.~~

~~Wireless transmitters shall have encrypted, wireless radio with user-selectable multiple channels to group different beacons and ensure a robust wireless signal and instantaneous wireless activation. Wireless range shall be 800 ft minimum.~~

Battery shall be 12V with a minimum 5-year design life with quick connect terminals for easy installation.

Solar Panel shall tilt 40o to 60o and face due south or as approved by the Engineer.

Contractor shall furnish and install signage as indicated in the plans that meets the requirements listed in the Interim Approval in the MUTCD.

Signage within school zones shall be fluorescent yellow.

PUSH BUTTONS

All pedestrian push buttons shall be installed on poles located within the maximum reach range of 36 inches (0.9m) of a level landing. All pedestrian push buttons shall be identified with color coded tape per the California Building Code, Section 11178.5.9. Pedestrian Push Button assemblies shall be compliant with Americans with Disabilities Act, type B, and of tamper proof construction. The housing shall be either die-cast or permanent mold aluminum and shall be painted standard traffic signal green unless specified otherwise on the project plans. The assembly shall be shockproof and rainproof in any weather condition.

The pedestrian push button switch shall be piezo-driven, solid state switching unit with screw type terminals, rated 0.3A maximum at 8-36V AC/DC, operating temperatures of -40 °F to 220 °F and a minimum rated life of 100 million operations. The switching unit shall be enclosed in high-impact polycarbonate alloy composition body. The body shall be black, UV-stabilized, and weather- and chemical- resistant.

The actuator shall be a stainless steel button with a minimum diameter of 2 inches. The switch shall have an actuating force of 3 ± 1 lbs. The push button shall have two-tone audible activation confirmation and LED visual confirmation. The components of a flashing beacon system are shown on the project plans. The flash rate for the flashing beacon must comply with chapter 4L, "Flashing Beacons," of the California MUTCD. The flashing beacon must have a separate flasher unit installed in the flashing beacon control assembly.

RRFB POLES

Contractor shall furnish install 4" diameter galvanized poles for double-sided Rectangular Rapid Flashing Beacons (RRFBs). Pole foundation shall comply with foundation detail shown in UCS 310 dated March 2018.

RRFB pole locations shall be field located by Engineer prior to installation to ensure that 1) the push buttons will be accessible and 2) the beacon will be visible for the requisite distance based on the posted speed.

MEASUREMENT

Double-Sided Rectangular Rapid Flashing Beacon shall be measured by each (EA).

PAYMENT

~~The unit price paid per each (EA) for **Double-Sided Rectangular Rapid Flashing Beacon** shall be considered full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work necessary including all poles, foundations, crosswalk push buttons with signs, pedestrian crosswalk signs, RRFB components including wireless transmitters, RRFB light bars, solar panels, batteries, all mounting hardware, electrical wiring and control cabling to provide operational RRFB as shown on the Plans, as specified in these special provisions, and by manufactures specifications.~~

With:

10-1.20 RECTANGULAR RAPID FLASHING BEACONS

GENERAL

The work shall consist of installing solar-powered Rectangular Rapid-Flash Beacons (RRFB), including solar panels, wireless transmitters, pedestrian push buttons, poles, and signs. Single and double-sided RRFBs shall be located as shown in the plans, or as directed by the Engineer.

CONSTRUCTION

The RRFB shall meet the Manual on Uniform Traffic Control Devices (MUTCD) requirements for all approved flash patterns and as approved by the Engineer.

Wireless transmitters shall have encrypted, wireless radio with user-selectable multiple channels to group different beacons and ensure a robust wireless signal and instantaneous wireless activation. Wireless range shall be 800 ft minimum.

Battery shall be 12V with a minimum 5-year design life with quick connect terminals for easy installation.

Solar Panel shall tilt 40o to 60o and face due south or as approved by the Engineer.

Contractor shall furnish and install signage as indicated in the plans that meets the requirements listed in the Interim Approval in the MUTCD.

W1-2 pedestrian crossing signage shall be double-sided and each sign shall be 3M Fluorescent Yellow-Green Diamond Grade Aluminum with 30” x 30” dimensions. Sign plates located directly above the push buttons shall be R10-25 signs.

PUSH BUTTONS

All pedestrian push buttons shall be installed on poles located within the maximum reach range of 36 inches (0.9m) of a level landing. All pedestrian push buttons shall be identified with color coded tape per the California Building Code, Section 11178.5.9. Pedestrian Push Button assemblies shall be compliant with Americans with Disabilities Act, type B, and of tamper proof construction. The housing shall be either die-cast or permanent mold aluminum and shall be painted standard traffic signal green unless specified otherwise on the project plans. The

assembly shall be shockproof and rainproof in any weather condition.

The pedestrian push button switch shall be piezo driven, solid state switching unit with screw type terminals, rated 0.3A maximum at 8-36V AC/DC, operating temperatures of -40 ˚F to 220 ˚F and a minimum rated life of 100 million operations. The switching unit shall be enclosed in high impact polycarbonate alloy composition body. The body shall be black, UV stabilized, and weather- and chemical- resistant.

The actuator shall be a stainless steel button with a minimum diameter of 2 inches. The switch shall have an actuating force of 3 ± 1 lbs. The push button shall have two-tone audible activation confirmation and LED visual confirmation. The components of a flashing beacon system are shown on the project plans. The flash rate for the flashing beacon must comply with chapter 4L, "Flashing Beacons," of the California MUTCD. The flashing beacon must have a separate flasher unit installed in the flashing beacon control assembly.

RRFB POLES

Contractor shall furnish and install 4" diameter galvanized poles for double-sided Rectangular Rapid Flashing Beacons (RRFBs). Pole foundation shall comply with foundation details shown for a Type 1-B Standard Detail A-3 on Caltrans Standard Plans ES-6B, ES-7B, ES-7M, and ES-7N, and as shown on the Plans.

RRFB pole locations shall be field located by Engineer prior to installation to ensure that 1) the push buttons will be accessible and 2) the beacon will be visible for the requisite distance based on the posted speed.

SOLAR PANEL & CABINET

Solar panels shall be a TraffiCalm M75-SA30M-CTL2 20W Solar Intelligent Controller (Duplex) for the northbound sign and M75-SA30M-CLB2 20W Solar Intelligent Collaborator (Duplex) for the southbound sign, or equal. Only one sign shall be a designated controller within the system.

MEASUREMENT

Rectangular Rapid Flashing Beacon shall be measured by each (EA).

PAYMENT

The unit price paid per each (EA) for **Rectangular Rapid Flashing Beacon** shall be considered full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work necessary including all poles, foundations, crosswalk push buttons with signs, pedestrian crosswalk signs, RRFB components including wireless transmitters, RRFB light bars, solar panels, batteries, all mounting hardware, electrical wiring and control cabling to provide operational RRFB as shown on the Plans, as specified in these special provisions, and by manufactures specifications.

Remove pages 228-230 and replace with pages 227-230 [Addendum 1] included with this addendum.

35. Section 10-1.16 "Type "C" Wood Retaining Wall (UCS DWG #160)" has been renumbered to Section 10-1.21 "Type "C" Wood Retaining Wall (UCS DWG #160)."

36. In Section 10-1.16 "Type "C" Wood Retaining Wall (UCS DWG #160)", the sixth paragraph has been updated to reflect the correct section number.

~~Earthwork shall conform to the provisions of 10.13 EARTHWORK of these Special Provisions. Work shall include, but not be limited to structure excavation, off haul, disposal, structure backfill, moisture conditioning and compacting, as required for construction of the retaining wall as shown on the Plans and as directed by the Engineer. All excess soil shall be disposed by the Contractor.~~

With:

Earthwork shall conform to the provisions of 10-1.13 "Earthwork" of these Special Provisions. Work shall include, but not be limited to structure excavation, off haul, disposal, structure backfill, moisture conditioning and compacting, as required for construction of the retaining wall as shown on the Plans and as directed by the Engineer. All excess soil shall be disposed by the Contractor.

Remove page 231 and replace with pages 230-231 [Addendum 1] included with this addendum.

37. Section 10-1.21 "Traffic Striping, Pavement Markings & Reflective Markers" has been renumbered to Section 10-1.22 "Traffic Striping, Pavement Markings & Reflective Markers".

38. In Section 10-1.21 "Traffic Striping, Pavement Markings & Reflective Markers", the following sentence under the "TRAFFIC STRIPING & PAVEMENT MARKINGS" subsection has been removed.

Permanent striping shall be placed between 7 days and 14 days following the completion of surface treatment at each location.

39. Section 10-1.22 "Landscape Planting (Install Plant Plugs)" has been renumbered to Section 10-1.23 "Landscape Planting (Install Plant Plugs)" and the list of plants has been updated for typos.

~~10-1.22~~ LANDSCAPE PLANTING (INSTALL PLANT PLUGS)

~~All labor, materials, equipment, tools, accessories, transportation, and services as required for the furnishing and planting of shrubs, and ground covers, protection of the work, and cleaning up as shown on the drawings and herein specified.~~

~~The Contractor shall plant the following plants, with sufficient spacing, within the bioretention~~

~~areas and according to guidelines for sun exposure:~~
~~1. Achillea millefolium (Common Yarrow), full sun required, 1.5 ft height~~
~~2. Asclepias fascucularis (Narrowleaf Milkwood), full sun required, 3 ft height~~
~~3. Oenethera hookeri (Hooker's Evening Primrose), full or partial sun exposure; 3 ft~~
~~4. Verbena lasiostachys (Western Vervain) full and part sun exposure, 2 ft height.~~

With:

10-1.23 LANDSCAPE PLANTING (INSTALL PLANTS PLUGS)

All labor, materials, equipment, tools, accessories, transportation, and services as required for the furnishing and planting of shrubs, and ground covers, protection of the work, and cleaning up as shown on the drawings and herein specified.

The Contractor shall plant the following plants, with sufficient spacing, within the bioretention areas and according to guidelines for sun exposure:

1. Achillea millefolium (Common Yarrow), full sun required, 1.5 ft height
2. Asclepias fascicularis (Narrowleaf Milkweedd), full sun required, 3 ft height
3. Oenothera elata ssp. hookeri (Hooker's Evening Primrose), full or partial sun exposure; 3 ft height;
4. Verbena lasiostachys var. lasiostachys (Western Vervain) full and part sun exposure, 2 ft height.

40. Section 10-1.23 “Type “F” HMA Dike” has been renumbered to Section 10-1.24 “Type “F” HMA Dike”.

41. The following Section 10-1.25 “R1-5 Signs” has been added after Section 10-1.23 “Type “F” HMA Dike”.

10-1.25 R1-5 SIGNS

R1-5 “Yield Here to Pedestrians” signs shall be placed in the locations shown on the Plans or where directed by the Engineer, and shall conform to the provisions in Section 56-2, “Overhead Sign Structures” of the Standard Specifications and these Special Provisions. This work includes the following:

Install two (2) 36”x36” R1-5 signs and posts per UCS #310. Sign locations shall be aligned with the Yield Line locations for the northbound and southbound lanes on Butterfield Rd.

MEASUREMENT

R1-5 Signs shall be measured by each (EA).

PAYMENT

The contract unit price paid per each (EA) for **R1-5 Signs** shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals for doing all the work involved to complete in place including installation of the new R1-5 yield signs and foundations that

conform to the provisions as specified in the Standard Specifications, as shown on the plans, as specified herein, and as directed by the Engineer and no additional compensation will be made therefor.

42. Section 10-1.24 “Final Cleanup” has been renumbered to Section 10-1.26 “Final Cleanup”.

PLANS:

1. Sheet 3: Butterfield Rd & Irving Dr – Plan View

    - Added a callout to relocate the street name the two (2) blue street name sign plates to the top of the stop sign at its new location.

    Remove the following sheets:

    Sheet 3: Butterfield Rd & Irving Dr – Plan View

    and replace with the followed attached sheets included with this addendum:

    Sheet 3: Butterfield Rd & Irving Dr – Plan View [Addendum 1]

2. Sheet 3: Butterfield Rd & Irving Dr – Plan View

    - Added a callout to remove an existing no parking sign.

    Remove the following sheets:

    Sheet 3: Butterfield Rd & Irving Dr – Plan View

    and replace with the followed attached sheets included with this addendum:

    Sheet 3: Butterfield Rd & Irving Dr – Plan View [Addendum 1]

3. Sheet 6 – Irving Dr Crosswalk – Grading Plan View 3

    - Added callouts for existing MMWD water service valve access covers denoting where they require adjustment to finish grade and where they shall remain in place.

    Remove the following sheets:

    Sheet 6 – Irving Dr Crosswalk – Grading Plan View 3

    and replace with the followed attached sheets included with this addendum:

    Sheet 6 – Irving Dr Crosswalk – Grading Plan View 3 [Addendum 1]

4. Sheet 11 – Irving Dr Roadway Cross Sections 4-6

    - Moved elevation callout on the far right end of Detail 2, Sheet 11 to make it legible.

    Remove the following sheets:

    Sheet 11 – Irving Dr Roadway Cross Sections 4-6

    and replace with the followed attached sheets included with this addendum:

    Sheet 11 – Irving Dr Roadway Cross Sections 4-6 [Addendum 1]

5. Sheet 16 – Minor Concrete – Landings & Retaining Wall

    - Renumbered sheet to correct Sheet No. (revised 15 to 16).

    Remove the following sheets:

    Sheet 16 – Minor Concrete – Landings & Retaining Wall

    and replace with the followed attached sheets included with this addendum:

    Sheet 16 – Minor Concrete – Landings & Retaining Wall [Addendum 1]

6. Sheet 17 – Butterfield Rd Southbound RRFB Sign Elevation

    - Revised callout for the solar panel for the southbound RRFB sign to be a collaborator instead of a controller.

    Remove the following sheets:

    Sheet 17 – Butterfield Rd Southbound RRFB Sign Elevation

    and replace with the followed attached sheets included with this addendum:

    Sheet 17 – Butterfield Rd Southbound RRFB Sign Elevation

Bidders shall acknowledge receipt of this addendum as indicated on the Public Contract Code. Failure to do so may render a bidder's bid non-responsive.

This addendum does not change the bid date.

END OF ADDENDUM NO. 1

Approved by and issued on behalf of:

Christopher Blunk, P.E.
Director of Public Works
County of Marin

Enclosed:

- **Specifications** [Addendum 1]
- **Plans** [Addendum 1]
  - Sheet 3 [Addendum 1]
  - Sheet 6 [Addendum 1]
  - Sheet 11 [Addendum 1]
  - Sheet 16 [Addendum 1]
  - Sheet 17 [Addendum 1]

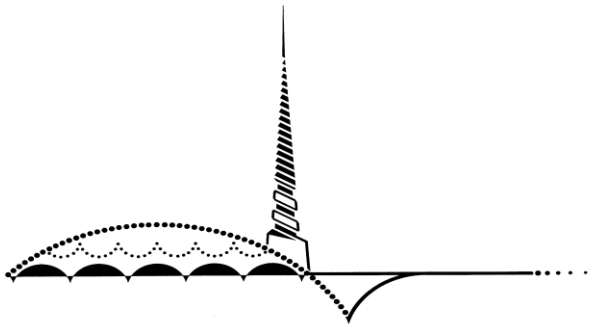
COUNTY PROJECT NO. 41EG2524/41EG2528

NOTICE TO BIDDERS
PROPOSAL
SPECIAL PROVISIONS
GENERAL PROVISIONS

FOR

HSIP CYCLE 12
BUTTERFIELD RD PEDESTRIAN CROSSING & 2025 COUNTYWIDE DRAINAGE PROJECT

IN
MARIN COUNTY



DEPARTMENT OF PUBLIC WORKS
COUNTY OF MARIN
SAN RAFAEL, CALIFORNIA

OCTOBER 2026

For use in Connection with Project Plans No. 2025-24/2025-28; State of California Department of Transportation Standard Specifications Dated 2025 & Standard Plans Dated 2025, and Revised Standards through October 6, 2026; the Caltrans Labor Surcharge and Equipment Rental Rates in effect on the date the work is Accomplished; and the current Marin Uniform Construction Standards.

PROJECT AUTHORIZATION

HSIP CYCLE 12
BUTTERFIELD RD PEDESTRIAN CROSSING & 2025 COUNTYWIDE DRAINAGE PROJECT

COUNTY PROJECT NO. 2025-24/2025-28
STATE PROJECT NO. HSIPSL-5927(146)



Nicholas Nguyen
Principal Civil Engineer



James Edson
Civil Engineer

County of Marin
San Rafael, California 94903

OCTOBER 2026

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MARIN COUNTY DEPARTMENT OF PUBLIC WORKS
SAN RAFAEL, CALIFORNIA

NOTICE TO BIDDERS

INVITING SEALED PROPOSALS OF BIDS

****

Project Name: HSIP Cycle 12 Butterfield Rd Pedestrian Crossing and 2025 Countywide Drainage Project

County Project No. 2025-24/2025-28

Bids for this Project must be submitted online via BidExpress by **October 27th, 2026 at 3:30 pm**, at which time they will be publicly opened and read via Zoom:
https://us05web.zoom.us/j/84339223529?pwd=8E2pYNjlC1lyVl19auJ6syYl634Fe7.1

Meeting ID: 843 3922 3529
Passcode: DPWENG2026

The project will generally include the installation of two crosswalks, accessible concrete landings, Rectangular Rapid Flashing Beacons (RRFBs), two bioretention basins, minor grind/pave and traffic striping/pavement markings. The work will take place at the intersection of Irving Drive and Butterfield Road, a local and minor arterial road respectively, within unincorporated Marin County in San Anselmo.

The bid package, plans, and specifications may be viewed at:
https://www.bidexpress.com/businesses/53528/home

There is no pre-bid conference scheduled for this project.

The Engineer's estimate for this project is **$550,000**.

The Working Days for this project are **35 days**.

Bidder shall possess a valid Class "A" at the time of bid submittal.

All bids must include a bid security for at least ten percent (10%) of the base bid, in the form of cash, certified or cashier's check, or bidder's bond.

This is a public works contract subject to the provisions of Labor Code Sec. 1720 et seq. Contractor and all subcontractors shall pay not less than current prevailing wage rates as determined by the Cal. Department of Industrial Relations (DIR) to all workers employed on the project. This project is subject to compliance monitoring and enforcement by DIR.

A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, or perform work on this project unless currently registered and qualified to perform public work pursuant to Labor Code Sec. 1725.5.

Copies of the prevailing wage rates for this project are available from the County and will be made available upon request.

Pursuant to Public Contract Code section 22300, at the request and expense of the contractor to whom the Contract is awarded, securities of a value equivalent to the retention amount, in a form approved by the County, shall be permitted in substitution for money withheld by the County to ensure performance under the Contract.

The County reserves the right to reject any and all bids and to waive any bid irregularity to the extent permitted by law. If the County elects to award a contract, the contract will be to the lowest responsible bidder. All bids shall remain valid for sixty (60) days after the bid opening.

If you are a person with a disability and require an accommodation, requests may be made by calling 415-473-6528 (Voice), Dial 711 for CA Relay, or email bid@marincounty.gov. Copies are available in alternative formats upon request.

COUNTY OF MARIN

COUNTY OF MARIN

INSTRUCTIONS TO BIDDERS

1. Proposal Requirement and Bidder's Representations

A. Eligibility and Responsibility.

1. The County of Marin ("County") has absolute discretion to determine the lowest responsive, responsible bidder. The contract will not be awarded to any bidder who cannot give satisfactory assurance of their ability to perform the contract if it is awarded to them. Each bidder may be required to furnish satisfactory evidence that it has sufficient means and facilities and has had ample experience in the type of work contemplated herein to deliver the materials and complete the installation in accordance with the specifications and within the time limit guaranteed.

2. All bidders must be contractors holding a valid license to perform the required work as provided by the Business and Professions Code (see license requirements in the Notice to Bidders). The bidder's license(s) must remain active and in good standing throughout the term of the contract.

3. The bidder is required to be registered as a public works contractor with the Department of Industrial Relations. The bidder's registration must remain active throughout the term of the contract.

4. Bidders shall submit with their bid the Bidder's Qualification Statement to establish bidder's responsibility. The County will use the factors described in the Bidder's Qualification Statement to determine bidder's responsibility. Failure to provide and furnish complete information may result in a determination that the bid is non-responsive. The County may also base its determination of responsibility upon interviews with previous public agencies, clients, design professionals, or subcontractors with whom the bidder has worked.

5. No person, firm or corporation shall be allowed to make, file or be interested in more than one (1) bid for the same project unless such alternate bids are called for. However, a person, firm, or corporation who has submitted a sub-proposal to one bidder is not hereby disqualified from submitting a sub-proposal or quoting prices to other bidders.

6. Bidders failing to meet the requirements in this Section 1.1 will not be considered.

B. Submissions of Bids.

1. Bids shall be submitted online via BidExpress on the Bid Proposal Form provided by the County. All information requested therein must be clearly set forth in the manner and form indicated. The County will not consider any proposal not meeting these requirements.

2. Bids shall be submitted no later than the date and time specified in the Notice to Bidders, or as modified by addendum. Late proposals will not be accepted.

C. Bidder Representations. Each bidder by submitting a bid represents that:

1. The bidder has read and understands the contract documents, including all issued addenda, and the bid is in accordance with all of the requirements of the contract documents and applicable law.

2. The bidder has visited and familiarized itself with the site conditions.

2. Plans and Specifications

A. Plans can be obtained by visiting the County of Marin BidExpress home page at https://www.bidexpress.com/businesses/53528/home. Bidders can register for a free BidExpress account to view projects solicitations, download bid documents, see the plan holder's list, and submit bid Requests for Information. Reasonable accommodations for auxiliary aids will be made available upon request by contacting bids@marincounty.gov or (415) 473-6528.

B. The County does not warrant, represent, or guarantee the accuracy, completeness, or adequacy of information provided from any third-party source. The County shall not be responsible or liable in any way whatsoever for any loss or damages of whatever kind, nature, or scope, including, but not limited to, time, money or goodwill arising from errors, inaccuracies, or omissions in any documents and/or information provided by any third-party source.

3. Job Site and Document Examination

A. Prior to bidding, bidder is responsible for carefully examining the job site and bid documents, including the plans, specifications, and proposal contract forms, and notifying the County of apparent errors, omissions, and patent ambiguities in those documents. Bid submission is the bidder's acknowledgment that it has examined the job site and bid documents and is satisfied with:

1. General and local conditions to be encountered

2. Character, quality, and scope of work to be performed

3. Quantities of materials to be furnished

4. Character, quality, and quantity of surface and subsurface materials or obstacles

5. Requirements of the contract

B. Where investigations of subsurface or internal, concealed conditions have been made by the County with respect to foundation or other structural design, or to structural modifications or additions, or to material or equipment application or installation, and that information is shown on the drawings, said information represents only the statement by the County as to the character of the materials or appurtenances found during the investigations, and is shown only for the convenience of the bidders. Such investigations are made solely for the purpose of design, and the County assumes no responsibility whatever with respect to the sufficiency or accuracy thereof, or for their interpretation. There is no guarantee or warranty, expressed or implied, that the conditions indicated are representatives of those existing throughout the work, or any part of it, or that unlooked-for developments may not occur. Making such information available to bidders is not to be construed in any way as a waiver of the contractor's responsibilities, and the bidders must satisfy themselves through their own investigations as to the actual situation.

C. The bidder is solely responsible for interpretations and conclusions that may be drawn from the supplied data. Failure or neglect to follow this examination procedure shall not relieve the bidder of its responsibilities nor entitle it to additional compensation for work overlooked and not included in its bid.

D. Unless noted otherwise in the specifications, the Bidder shall request site inspections via BidExpress at least two (2) business days' in advance to assure access.

E. Omitted

F. Omitted

4. Requests for Clarification and Project Communication

A. The bidder shall inform the County in writing of any apparent conflicts, errors, or ambiguities contained in the Contract Documents or between the contents of the Contract Documents and the project site.

B. In the event the bidder has a questions as to the meaning of any part of the plans and specifications, the bidder shall make a written request for clarification prior to submitting its bid.

C. All questions and comments regarding the plans and specifications shall be submitted via BidExpress and will only be responded to if received no later than

5:00 p.m. five (5) business days before the bid opening. Questions received after this time and date may not be responded to.

5. Changes to the Contract Documents and Addenda

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

B. Every interpretation of the specifications, changes, additions, or corrections will be in the form of an addendum to the Contract Documents, and when issued will be available via BidExpress at least one (1) business day before bids are opened. Addenda withdrawing the Notice to Bidders or postponing the bid deadline may be issued any time prior to the bid deadline. However, the date and time of the bid deadline shall be extended by no less than seventy-two (72) hours if the County issues any material changes, additions, or deletions to the invitation less than 72 hours prior to the bid closing, pursuant to California Public Contract Code section 4104.5.

C. All such addenda shall become part of the Contract Documents and all bidders shall be bound by such addenda whether received or not received by the bidders.

D. Interested parties should register on BidExpress and join the plan holders list for this project. Bidders who are on the County's official plan holders list on BidExpress and who opt to receive notifications should receive all issued addenda.

E. Each bidder shall be responsible for ascertaining, prior to submitting its Bid, that it has received all issued addenda. County makes no guarantee that all bidders will receive all addenda. Each bidder shall acknowledge receipt of all addenda on the bid. Failure to acknowledge receipt of addenda may render the bid non-responsive.

6. Product Substitutions

A. Written request for approval of any product substitution shall be submitted via BidExpress by the bidder at least five (5) business days before the date of the bid opening. The request shall contain all information necessary for a proper comparison and evaluation, including a description of any change to the work necessitated by acceptance of such substitution.

B. Acceptance of a substitution by the County will be confirmed through the issuance of an addendum. Bidders shall not rely upon approval made in any other manner.

C. Written request for approval of any product substitution after the bid opening must be submitted within thirty (30) calendar days of the Notice of Award or as stated in the specification related to that product. All post-award product substitution requests are to be processed per Section 4-1.10 "Value Engineering" of the General Conditions/Provisions.

7. Subcontracts

A. Each portion of the work shall be performed by an entity knowledgeable and experienced in that particular field. No such portion shall be reserved by the Bidder to perform itself unless it is fully equipped and sufficiently skilled to handle it properly.

B. Bids must be in accordance with the requirements of the Subletting and Subcontracting Fair Practices Act, Public Contract Code section 4100, et seq. Bids must include a completed list of proposed subcontractors on the form attached to the Bid Forms. The subcontractor list must include the name, the location of the place of business, the California contractor license number, public works contractor registration number issued by the Department of Industrial Relations (DIR) pursuant to Section 1725.5 of the Labor Code, the portion (type or trade), and dollar amount of work to be subcontracted (including special fabrication and installation of a portion of the work) valued in excess of **one half (½) of one (1) percent** of the total Project bid price, or ten thousand dollars ($10,000), whichever is greater. DIR registration numbers must be provided for all subcontractors. Bids that fail to include complete lists of proposed subcontractors in accordance with Public Contract Code section 4100 and this provision may be deemed non-responsive.

C. For any portion of the Project work with a value of more than one half (½) of one (1) percent of the total bid price for which no subcontractor is listed, bidder certifies by submitting its bid that it is qualified to perform that portion of the work with its own forces. Bidder may not substitute another subcontractor for a subcontractor listed in its bid except as permitted by the County in accordance with Public Contract Code section 4107, et seq.

D. Contractor may not perform work on a public works project with a subcontractor who is ineligible to perform work on the public works project pursuant to Sections 1777.1 or 1777.7 of the Labor Code. The Labor Commissioner publishes and distributes a list of contractors ineligible to perform work as a subcontractor on a public works project. This list of debarred contractors is available from the DIR website at https://www.dir.ca.gov/dlse/debar.html.

E. Contractor shall perform with the Contractor's own organization contract work amounting to not less than thirty percent of the original contract price.

Work performed using renting equipment with operators or crews specifically mustered for this project does not count towards the requirement.

The following "Specialty Item" of work is hereby exempted from percentage requirements of work performed by the Contractor's own organization and workmen under his immediate supervision: NONE

8. Prevailing Wage and Labor Law Compliance

A. The work contemplated by this solicitation is a public work subject to prevailing wages under Part 7 of Division 2 of the California Labor Code (sections 1720, et seq.). This project is subject to compliance monitoring and enforcement by DIR.

B. In accordance with Labor Code Section 1771, the successful bidder will be required to pay not less than the prevailing rate of per diem wages as determined by DIR on the date the work is performed. Copies of the prevailing rate of per diem wages may be obtained from the County Department of Public Works or DIR's website at http://www.dir.ca.gov/DLSR/PWD/index.htm.

C. The selected contractor and its subcontractors shall maintain and furnish certified payroll records as specified in Labor Code section 1776 directly to the Labor Commissioner in the manner required by Labor Code section 1771.4. If the entire project cost does not exceed $25,000 for construction, alteration, demolition, installation, or repair work or $15,000 for maintenance work ("Small Project Exemption"), the contractor and subcontractors are not required to furnish their payroll records to the Labor Commissioner, but shall maintain those same records.

D. A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, or enter into any contract for public work, unless registered and qualified to perform public work as required by Labor Code sections 1725.5 and 1771.1. By submitting a bid or proposal to the County, the bidder is certifying that it has verified that all subcontractors used on this public work project are registered with the DIR in compliance with Labor Code sections 1771.1 and 1725.5, and the bidder shall provide proof of registration to the County. If the entire project cost falls under the Small Project Exemption, the Contractor and subcontractors are not subject to these registration requirements. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 of the Labor Code at the time the contract is awarded.

E. In accordance with Labor Code section 1777.5, the Contractor, on behalf of itself and any subcontractors engaged in performance of the Work, will be responsible for ensuring compliance with California Labor Code section 1777.5 governing employment and payment of apprentices on public works contracts. Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the Director of Industrial Relations, ex officio the Administrator

of Apprenticeship, or from the Division of Apprenticeship Standards and its branch office.

9. Additional Considerations

A. Accessibility Considerations.

1. *Design and Construction.* In accordance with the Americans with Disabilities Act of 1990 (as amended), Section 504 of the Rehabilitation Act of 1973 (as amended), the California Building Code, and all other applicable standards, the Contractor/Vendor and any subcontractors shall be responsible for ensuring compliance with accessibility laws and regulations with respect to the design and construction of facilities and the public right of way.

2. *Digital Assets and Deliverables.* Contractor/Vendor shall ensure that all digital content and deliverables shall meet the World Wide Web Consortium's (W3C) Web Content Accessibility Guidelines (WCAG), Version 2.2, level AA or most recent version, including any and all other applicable law regarding accessibility requirements. Contractor/Vendor is responsible for addressing accessibility problems in any implementation, configuration, or documentation delivered or performed by Contractor/Vendor, and in any software, documents, videos, and/or trainings given and published by Contractor/Vendor and delivered under this contract. Applicable laws include but are not limited to Americans with Disabilities Act (ADA), 21st Century Communications and Video Accessibility Act (CVAA), and California Government Code Sections 7405 and 11135.

   Contractor/Vendor will engage in good faith with open and effective communication with County of Marin to solve and address accessibility issues. County of Marin will collaborate with contractor/vendor around accessibility, understanding that it is the contractor/vendor's responsibility to conduct accessibility testing, provide proof of compliance, and create accessible deliverables.

B. Environmental Considerations

1. *Off-Road Diesel Regulation Assurances.*

   i. The work contemplated by this solicitation is a public work subject to California Air Resources Board (CARB) In-Use Off-Road Diesel-Fueled Regulation, Cal. Code Regs., tit. 13, section 2449.

   ii. A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, or enter into any contract for public work, unless currently in compliance with the Off-Road Regulation or

claiming an exemption with supporting documentation. By submitting a bid or proposal to the County, bidder is certifying that its own fleet and that of any subcontractor is in compliance with the Off-Road Regulation, and bidder shall provide valid Certificates of Reported Compliance to the County, unless claiming an exemption from the Regulation accompanied by supporting documentation.

iii. Failure to submit the Certificate of Reported Compliance for a fleet listed on the In-Use Off-Road Diesel-Fueled Vehicle List form may result in a nonresponsive bid.

2. *Low-Carbon Concrete.* This work is subject to the requirements of Marin County's Carbon Concrete requirements (Marin County Code Ch. 19.07). Contractor will be required to submit County-provided forms documenting compliance with its material submittal and upon project completion.

10. Bid Guaranty and Security

A. The bidder shall guarantee the bid price for a period of sixty (60) calendar days from the date of the bid opening, and no bid shall be withdrawn after bid opening unless the bidder satisfies the requirements of Public Contract Code section 5103.

B. All bids must be submitted on the Proposal Form provided on BidExpress and shall be accompanied by a bid security of at least ten (10%) of the base bid. Securities shall be in the form of cash, certified or cashier's check, or bidder's bond executed by an admitted surety payable to County of Marin. Contact the County via BidExpress for information regarding submission of bid securities in forms other than bidder's bonds.

C. Failure of the successful bidder to execute and return the contract, or to file acceptable bond(s), as required, or any other submittals as required by the Contract Documents, within ten (10) business days from the Notice of Award of the contract shall be cause for the annulment of the award and forfeiture of the bid security.

D. The bid security of bidders, other than the successful bidder, may be retained by the County for a period of thirty (30) calendar days after award or until fifteen (15) calendar days after the successful bidder executes the contract and furnishes bonds and required submittals, whichever occurs first. If a bidder to whom the contract is awarded fails, or refuses, to execute the contract or file required submittals within ten (10) calendar days of notice of award, as herein provided, the Board of Supervisors may award to the next lowest bidder and apply the bid security of the bidder failing, or refusing, to execute contract and file required submittals as herein required to the difference between the two bids.

E. The bid security of bidders to whom no award was made will be returned upon request.

11. Omitted

12. Alternate Bids

This bid solicitation includes additive or deductive items. Pursuant to Public Contract Code section 20103.8, the lowest bid shall be identified based on **the base bid and the following additive or deductive items: Custom Crosswalk Striping (Thermoplastic).**

The County retains the right to add or deduct from the Contract any of the additive or deductive alternates included in the bid.

13. Bid Submittal and Bid Opening

A. Bids must be submitted electronically through BidExpress on or before the date and time noted in the Notice to Bidders, at which time bids will be publicly opened and read aloud as indicted in the Notice to Bidders.

B. Requirements – All Bids. All bids shall comply with the following:

1. The bid shall be submitted using the BidExpress platform in the form provided there. No other bid form or submission method will be considered.

2. No person, firm, or corporation shall be allowed to make, file, or be interested in more than one (1) bid for the same project unless such alternate bids are called for. However, a person, firm, or corporation that has submitted a sub-proposal to one bidder is not hereby disqualified from submitting a sub-proposal or quoting prices to other bidders.

3. The bid shall not contain any recapitulations of the work to be done, and alternative proposals will not be considered unless called for. No email or telephone proposals or modifications to proposals will be considered.

4. The bidder shall calculate payment for all sales, unemployment, old age pension, and other taxes imposed by local, city, state or federal law, and shall include such expenses in the total amount bid.

5. Numbers shall be entered in both writing and figures, rounded to the nearest dollar. In a case of discrepancy between words and figures, words shall prevail, although the Board of Supervisors reserves the right to construe the bid according to its true intent where it contains a patent mistake.

6. No corrections can be made after delivery.

7. Each bid must contain the full business address of the bidder and must be signed with the authorized signer's usual signature or signed electronically.

i. Bids by partnerships must include the full names of all partners and be signed with the partnership name by one of the partners or by an

authorized representative, followed by the name and title of the person signing.

ii. Bids by corporations must be signed with the legal name of the corporation, followed by the name of the state of incorporation and either (a) by the signature of an officer acting in the corporate name, with corporate seal affixed, or (b) by the signature and title of two officers of the corporation with full authority to bind the corporation to the terms of the Bid Proposal. The names of the corporation president, secretary, treasurer and manager must be listed.

8. All names shall be the same as those appearing on bidder's contractor license.

9. In accordance with the federal requirements for taxable miscellaneous income reporting, each bidder, unless a corporation, shall enter its Social Security number or federal tax identification number.

C. Bid Proposal Interpretation. If the bid proposal form requires unit prices, the following applies:

1. *Incorrect Totals.* In the event a computational error for any bid item (base bid or alternate) results in an incorrect extended total for that item, the submitted base bid or bid alternate total will be adjusted to reflect the corrected amount as the product of the estimated quantity and the unit cost. In the event of a discrepancy between the actual total of the itemized or unit prices shown on the bid item list for the base bid, and the amount entered as the base bid on the bid proposal form, the actual total of the itemized or unit prices shown on the bid item list for the base bid will be deemed the base bid price. Likewise, in the event of a discrepancy between the actual total of the itemized or unit prices shown on the bid item list for any bid alternate, and the amount entered for the alternate on the bid proposal form, the actual total of the itemized prices shown on the bid item list for that alternate will be deemed the alternate price. Nothing in this provision is intended to prevent a bidder from requesting to withdraw its bid for material error under Public Contract Code section 5100, et seq.

2. *Estimated Quantities.* The quantities shown on the bid item list are estimated and the actual quantities required to perform the Work may be greater or less than the estimated amount. The contract price will be adjusted to reflect the actual quantities required for the project work based on the itemized or unit prices provided in the bid item list, with no allowance for anticipated profit for quantities that are deleted or decreased, and no increase in the unit price.

D. Bidders may withdraw their proposals at any time prior to, but not later than, the time fixed for the receiving of bids.

E. The bid opening will be available for public viewing real-time via a Zoom Meeting. The time, date, and link are provided in the Notice to Bidders.

F. Only the total bid amount will be read at the bid opening and not specific items unless requested, in writing, at the time of the submission of proposals. Bids will be made available to inspect and review by a Zoom meeting screenshare or similar accommodation by contacting the Department of Public Works.

G. Bids are required for the entire work described herein, and neither partial nor contingent bids will be considered.

H. Any bids received after the time specified on the Notice to Bidders or as extended via addenda shall be returned unopened.

14. Bid Form Submittal Schedule

Form	Submittal deadline
Bid to the Department	Time of bid opening except for the public works contractor registration number for a joint-venture contract pursuant to Business & Professions Code § 7029.1
Subcontractor List	Time of bid opening
In-Use Off-Road Diesel-Fueled Vehicle Form	Time of bid opening
Opt Out of Payment Adjustments for Price Index Fluctuations[a]	Time of bid opening
For a joint-venture contract, copy of the Bid to the Department as submitted at the time of bid with the public works contractor registration number	10 calendar days after bid opening

[a] Submit only if available under this solicitation and you choose the option.

15. Bid Protest Procedures

All bid protests shall be in writing, addressed to the Marin County Public Works Director, received no later than 5:00 p.m. on the third (3rd) business day following the County's announcement of its determination of the lowest responsible bidder ("Bid Protest Deadline"). Bid protests can be e-mailed directly to Kelsey.Vyrvich@marincounty.gov.

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

B. Contents of Bid Protest. The bid protest must be specific and contain a complete statement of the factual and legal grounds for the protest and include all supporting

documentation. Material submitted after the Bid Protest Deadline will not be considered. The bid protest must include the name, address, telephone number, and email address of the person representing the protesting party, if different than the protesting party.

C. Notification of Bid Protest. By or before the Bid Protest Deadline, the party submitting the bid protest must transmit the bid protest by email or personal delivery to the protested bidder and any other bidder who has a reasonable prospect of receiving an award depending upon the outcome of the bid protest.

D. Responses to Bid Protest. The protested bidder may submit a written response to the bid protest. This response must be submitted to the County no later than 5 p.m. on the second (2nd) business day following the Bid Protest Deadline. The response must include all supporting documentation, and any late material will not be considered. The response must include the name, address, telephone number, and email address of the person representing the responding party, if different than the responding party.

E. Notification of Response. By or before the deadline for submitting a response to the bid protest, the responding party must transmit the response to the bid protest by email or personal delivery to the protesting bidder and any other bidder who has a reasonable prospect of receiving an award depending upon the outcome of the bid protest.

F. County Decision on Protest. County staff shall review all timely bid protests prior to formal award of the contract for the Project. County staff will deliver a written response to the bid protest via personal delivery or email, either accepting or rejecting the bid protest and stating the reasons for the actions taken, within ten (10) business days of the Bid Protest Deadline.

G. Appeal to Board of Supervisors. An appeal of County staff's decision on the bid protest may be made by the protesting or responding party to the Board of Supervisors by filing a written notice of appeal with the Clerk of the Board of Supervisors within two (2) business days after the County delivers notice of staff's decision regarding the bid protest. If an appeal is timely filed and subsequently has not been withdrawn by the protesting bidder, the Board of Supervisors shall consider the bid protest at a noticed, public meeting. The Board may hear the bid protest as part of its consideration of the award of the contract to which the bid protest relates or may hear the bid protest as a separate item, provided that the Board shall decide the bid protest prior to awarding the contract, unless the Board exercises its discretion to reject all bids.

H. Waiver of Irregularities. The County reserves the right, acting at its sole discretion, to waive any bid irregularity not materially affecting the bid, except where such waiver would give the low bidder an advantage or benefit not allowed other bidders.

I. Rejection of All Bids. Nothing in this section shall be construed as a waiver of the Board of Supervisors' right to reject all bids.

J. Exclusive Remedy. The procedure and time limits set forth in this section are mandatory and are the bidder's sole and exclusive remedy in the event of a bid protest. The bidder's failure to fully comply with these procedures shall constitute a waiver of any right to further pursue the bid protest, including filing of a challenge of the award pursuant to the California Public Contract Code, filing of a claim pursuant to the California Government Code, or filing of any other legal proceedings.

16. Bid Relief

Any bidder claiming a bidding mistake and requesting relief therefrom shall follow and be subject to the provisions and procedures set forth California Public Contract Code Section 5100, et seq., which requires, in part, that the bidder must:

A. Establish to the satisfaction of the County that a mistake was made.

B. Furnish the County written notice within five (5) business days of the bid opening specifying in detail how the mistake occurred.

C. Explain why the bid was materially different that the bidder intended it to be and show that the mistake was made in filling out the bid and not due to error in judgement or to carelessness in inspecting the site of the work, or in reading the drawings or specifications.

17. Time Limit and Liquidated Damages

A. From the date of emailing of written notification by the Department of Public Works that the Contract has been awarded, the Contractor must execute the necessary contract documents and return them to the Department of Public Works within ten (10) business days.

B. Unless noted otherwise in the specifications, the Contractor shall commence work on or before the fifteenth (15th) business day following the date of written notification by the Department of Public Works that the Contract has been awarded.

C. All work shall be diligently prosecuted to completion before the expiration of **thirty-five (35) working days** from the date that the contractor commences work, or the fifteenth (15^{th}) business day from the date of written notification by the Department of Public Works that the Contract has been awarded, whichever occurs first.

D. If the Contractor fails to complete the work within the allotted time, the County will suffer loss that is hard to quantify, and the Contractor shall pay liquidated damages to the County at the rate of **$3,000** for each calendar day beyond the specified time limit until the project is completed.

18. Bonds and Insurance

A. The Contractor whose bid is accepted shall furnish the following bonds to the County (at no expense to County), executed by a responsible surety admitted to do business in California in a form acceptable to the County:

1. Performance Bond, in an amount equal to one hundred percent (100%) of the total amount bid by the Contractor in their proposal.

2. Payment Bond, in an amount equal to one hundred percent (100%) of the total amount bid by the Contractor in their proposal.

B. Alterations, extensions of time, extra or additional work, or any other changes authorized by the Contract may be made without securing the consent of the surety on the bonds.

C. The Contractor whose bid is accepted shall furnish valid certificates of insurance as required by the Contract Documents.

1. Contractor must obtain all insurance generally required by the Contract Documents and the following special insurance, described further in the General Conditions: *No special insurance required*

19. Rejection of Irregular Proposals

A. Notwithstanding the right of the Board of Supervisors to waive irregularities, proposals may be rejected if they show any alterations of form, if they contain additions not called for, if they are conditional or incomplete, or if they diverge from the requirements or conditions in any matter.

B. When a proposal is signed by an agent other than an officer of the firm, a power of attorney or written authorization must be furnished to the County no later than the hour of the bid opening; otherwise, the bid may be rejected as irregular and unauthorized.

C. Proposals in which the prices are unbalanced may be rejected.

20. Award of Contract

A. The award of contract, if awarded, shall be based on budget requirements and shall be made to the lowest responsible, responsive bidder based on the total base bid, or as set forth below if the bid calls for alternates.

B. The Board of Supervisors reserves the right to accept any and all alternative bids called for in the bid proposal form, or any combination thereof, and their order of listing shall in no way indicate the order in which they may be accepted.

C. The Board of Supervisors reserves the right to reject any or all bids and the right to waive any irregularities.

D. The successful bidder must also obtain a County business license within ten (10) business days from the Notice of Award of the Contract. Subcontractors must also obtain a County business license before performing any work on the project.

E. The successful bidder must execute and return the contract, acceptable bonds, and insurance certificates and endorsements, and any other submittals as required by the contract documents, within ten (10) business days from the Notice of Award of the contract. Failure to provide these completed documents within this time period shall be cause for the annulment of the award and forfeiture of the bid security. After verification by the Department that the insurance and bonding requirements have been met, a fully executed copy of the contract shall be returned to the successful bidder

F. Upon a full execution of the contract by the Contractor and the Department, the Contractor shall furnish to the Department (1) a Certificate of consent to self-insure issued by the Director of Industrial Relations, or (2) a Certificate of Workers' Compensation Insurance issued by an admitted insurer, or (3) an exact copy or duplicate thereof certified by the Director of Industrial Relations or the insurer, and (4) All required manufacturer's installation certifications unless otherwise specified in the Contract.

21. Omitted

22. Omitted

23. If you are a person with a disability and require an accommodation, requests may be made by calling 415-473-6528 (Voice), dial 711 for CA relay, or by emailing bids@marincounty.gov. Copies of documents are available in alternative formats upon request.

1984446.1

BID FORM

TO THE DIRECTOR OF PUBLIC WORKS MARIN COUNTY
SAN RAFAEL, CALIFORNIA

****

Date _____, 20__

Marin County Civic Center
3501 Civic Center Dr., Room 304
San Rafael, California 94903

RE: 2025-24 HSIP Cycle 12 Butterfield Rd Pedestrian Crossing and 2025-28 2025 Countywide Drainage Project

SCOPE OF WORK: The scope of the above project shall generally include, as detailed in the Drawings, Specifications and other Bid Documents, the installation of two crosswalks, accessible concrete landings, Rectangular Rapid Flashing Beacons (RRFBs), two bioretention basins, minor grind/pave and traffic striping/pavement markings. The work will take place at the intersection of Irving Drive and Butterfield Road, a local and minor arterial road respectively, within unincorporated Marin County in San Anselmo.

The undersigned, as Bidder, declares that: the only persons or parties interested in this proposal as principals are those named herein; that this proposal is made without collusion with any person, firm, or corporations; and that having carefully examined the Site of the proposed Work and the Bid Documents, hereby proposes and agrees that if this Proposal is accepted, they will contract with the County of Marin to provide all necessary machinery, tools, apparatus, and other means of construction, and all labor, transportation, and incidentals, and perform all the work and furnish all materials required to complete the project, and that the work will be done in strict conformity with the Drawings, Specifications, and other Bid Documents, including all Addenda thereto, in the manner and time prescribed and according to the requirements of the Engineer.

1. BID AMOUNT:

BASE BID (Based on the Schedule of Bid Prices and Conditions specified herein below):
All required labor, materials, transportation, equipment, incidentals, and services for the above-described work, complete for the sum of:

_____Dollars
($_____).

2. BID ITEM LIST:

Due to various funding sources for this project bid prices for the following items shall be split equally between the HSIP Bid Schedule & the Green Infrastructure Bid Schedule:
The unit price of bid item 1 shall be the same unit price as bid item 23
The unit price of bid item 2 shall be the same unit price as bid item 24
The unit price of bid item 3 shall be the same unit price as bid item 25
The unit price of bid item 5 shall be the same unit price as bid item 26
The unit price of bid item 6 shall be the same unit price as bid item 27
The unit price of bid item 8 shall be the same unit price as bid item 29

HSIP BID SCHEDULE:

Bid Item	Description	Qty	Unit	Unit Price	Amount
1	Traffic Control Systems and Construction Signs	1	LS		
2	Mobilization	1	LS		
3	Clearing & Grubbing	1	LS		
4	Demolition (Median) & Tree Removal	1	LS		
5	Excavation (Landings)	2	CY		
6	Class II Aggregate Base (Landings)	1	CY		
7	Hot Mix Asphalt (Type A)	120	TON		
8	Erosion and Sediment Control Plan	1	LS		
9	Asphalt Milling (3”)	251	SY		
10	Accessible Concrete Landings	3	EA		
11	Relocate Stop Sign and Street Name Signs	1	EA		
12	Type “D” Retroreflective Pavement Markers	40	EA		
13	Rectangular Rapid Flashing Beacon	2	EA		
14	White Ladder Crosswalk	260	SF		
15	R1-5 Signs	2	EA		
16	16”x24” Yield Line	11	SF		
17	“STOP” Pavement Marking	22	SF		
18	Black Out Striping	43	LF		
19	Detail 22 Centerline Striping	108	LF		
20	Detail 27B Edgeline Striping	40	LF		
21	Detail 39 Bike Lane Striping	63	LF		
22	Detail 39A Bike Lane Striping	36	LF		
				HSIP SUBTOTAL =	

GREEN INFRASTRUCTURE BID SCHEDULE:

Bid Item	Description	Qty	Unit	Unit Price	Amount
23	Traffic Control Systems and Construction Signs	1	LS		
24	Mobilization	1	LS		
25	Clearing & Grubbing	1	LS		
26	Excavation (Curb & Gutter, Bioretention)	258	CY		
27	Class II Aggregate Base (Curb & Gutter, Bioretention)	6	CY		
28	Class II Permeable Fill	56	CY		
29	Erosion and Sediment Control Plan	1	LS		
30	Type “F” HMA Dike	144	LF		
31	Type “A” Curb & Gutter (12”) Deep	24	LF		
32	Type “A” Curb & Gutter (18”) Deep	13	LF		
33	Type “A” Curb & Gutter (30”) Deep	208	LF		
34	Retaining Curb	52	LF		
35	Type “C” Retaining Wall	145	LF		
36	4” Perforated PVC Pipe	112	LF		
37	8” Solid PVC Pipe	16	LF		
38	Cleanouts	3	EA		
39	River Rock	1	CY		
40	18” Atrium Grate & Catch Basin	1	EA		
41	Lower Existing Drain Inlet	1	LS		
42	Landscape Mulch	14	CY		
43	Bioretention Soil Media (BSM)	93	CY		
44	Pre-treatment Forebays	2	EA		
45	Install Plant Plugs	100	EA		
46	Impermeable Liner	1021	SF		
GREEN INFRASTRUCTURE SUBTOTAL =					

BID ALT 1:

Bid Item	Description	Qty	Unit	Unit Price	Amount
47	Custom Crosswalk Striping – Blue Waves (Thermoplastic)	107	SF		

BID ALT 2:

Bid Item	Description	Qty	Unit	Unit Price	Amount
48	Custom Crosswalk Striping – Blue Waves (Paint)	107	SF		

(HSIP SUBTOTAL + GI SUBTOTAL + BID ALT 1) = **TOTAL BASE BID =**	

3. CONDITIONS FOR THE BID ITEM LIST:

   A. In the event of a discrepancy between prices and totals, the unit prices will prevail.

It is understood and agreed that the quantities of work under each item are approximate only, being given for a basis of comparison of proposals, and the right is reserved to the County to increase or decrease the amount of work under any item as may be required, in accordance with provisions set forth in the specifications for this project.

   B. It is further understood and agreed that the total amount of money set forth for each item of work or as the total amount bid for the project does not constitute an agreement to pay a lump sum for the work unless it specifically states.

4. SUBSTITUTIONS: Reference is made to Section 6 in the Instructions to Bidders for directions regarding the necessary procedure for seeking approval of a proposed material substitution.

5. TIME:

   A. The undersigned hereby agrees that it will, within ten (10) business days following acceptance of the Proposal by written notification of award by the Department of Public Works, execute the formal contract agreement with the County. If, however this Proposal shall be accepted and the undersigned shall fail to contract as aforesaid, and to furnish the required contract bonds and insurance, with surety satisfactory to the County, within ten (10) business days after the notification of award, the Board of Supervisors or its designee may, at their option, determine that the bidder has abandoned the contract and thereupon this Proposal and the acceptance thereof shall become null and void and the security accompanying this Proposal shall be forfeited to the County.

B. The undersigned hereby further agrees that this bid is based upon completion of the work within the time limit stipulated in the Instructions to Bidders, and that it will abide by the damage applicable thereto.

6. SITE AND DOCUMENTS: The undersigned has examined the location of the proposed work and is familiar with the drawings, specifications and other bid documents, and with the local conditions of the place where the work is to be done. Acknowledgment is made of the safety and security requirements of the General Conditions and the specifications.

7. ADDENDA: The undersigned hereby acknowledges receipt of the following Addenda:

_____

_____

_____

8. GENUINE BID: The undersigned hereby certifies that this bid is genuine and not sham or collusive, or made in the interest or on behalf of any person or business not herein named, and that it has not directly or indirectly induced or solicited any other bidder to furnish a sham bid, or any other person or business to refrain from bidding, and that it has not in any manner sought by collusion to secure itself an advantage over any other bidder.

9. LIST OF SUBCONTRACTORS: The Bidder shall fill in the following blanks in accordance with the provisions of California Public Contract Code section 4104.

SUBCONTRACTOR NAME & LOCATION	LINE ITEM & DESCRIPTION	SUBCONTRACT AMOUNT	% OF BID ITEM SUBCONTRACTED	Contractor License Number and DIR Registration Number
Name: City, State:				LIC. #: DIR #:
Name: City, State:				LIC. #: DIR #:
Name: City, State:				LIC. #: DIR #:

Name: City, State:				LIC. #: DIR #:
Name: City, State:				LIC. #: DIR #:

Copy and attach another sheet if additional space is needed.

NOTE: Subcontractors listed herein must be properly licensed under the laws of the State of California for the type of work which they are to perform. Do not list alternate subcontractors for the same work. The undersigned agrees to furnish proof that all contractors and subcontractors performing any work related to this improvement are complying with all the requirements of Social Security Legislation, both State and Federal, and also agrees to conform with the provisions of sections 4100 to 4113, inclusive, of the Public Contract Code, as amended, concerning subcontractors and subcontracts.

Failure to comply with the listing requirements of the California Public Contract Code may render a bid non-responsive.

10. BIDDER INFORMATION: The names and titles of all persons interested in this Proposal as Principals are as follows:

_____
_____
_____
_____
_____

Contractor Name:	
Contractor Mailing Address:	
Contractor E-mail Address:	
Contractor Telephone:	
Contractor License Number:	
DIR Registration Number:	
State of Incorporation (if Incorporated)	

In accordance with federal legislation, list social security number or federal tax identification number (unless incorporated)

11. CERTIFICATIONS:

A. Bidder agrees and acknowledges that it is aware of the provisions of Section 3700 of the Labor Code, which requires 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 that the Bidder will comply with such provisions of that code before commencing the performance of this Contract if awarded it.

B. Bidder agrees that the applicable insurance and bonding requirements can and will be fulfilled.

C. Bidder declares that the only persons or parties interested in this proposal as principals are those named herein; that no officer, agent, or employee of the District is personally interested, directly or indirectly, in this proposal; that this proposal is made without connection to any other individual, firm, or corporation making a bid for the same work; and that this proposal is in all respects fair and without collusion or fraud.

D. The Bidder hereby certifies that it is aware of the amounts of said prevailing wages as set forth by the Department of Industrial Relations, State of California, and that it will ensure that all workers employed for the project, either by Bidder or by its subcontractors, are paid not less than such amounts for all work done thereon or connected therewith. Bidder agrees that it and all subcontractors used on the public work project shall furnish payroll records specified in Labor Code section 1776 directly to the Labor Commissioner in the manner required by Labor Code section 1771.4.

E. Bidder certifies that it and all subcontractors used on this public work project are in compliance with California Air Resources Board's In-Use Off-Road Diesel-Fueled Fleets Regulations (Cal. Code Regs., title 13, section 2449), and Bidder shall provide a valid Certificate of Reported Compliance for Bidder's own fleet and for any subcontractors' fleet, unless exempt from the regulations.

12. TAX, CALIFORNIA NONRESIDENT INCOME & FRANCHISE TAX WITHHOLDING:

The California Franchise Tax Board through the California Revenue and Taxation Code (R&TC) Section 18662 and the related regulations requires the withholding of California income and franchise taxes from payment made to nonresident California vendors performing services in this state. A withholding of 7% (or the amount set forth in 18 Cal. Code Regs. § 18662-4, if different) of all service-related invoices will be withheld and remitted to the state; there is no required withholding on goods provided. In addition, there are higher applicable rates that apply to nonresident foreign non-corporate partners, corporate partners and foreign bank (including financial institution partners.

Non-California Contractor/Vendor Yes _____ No _____

13. ERRORS: The undersigned Bidder has carefully checked all of the foregoing figures and other entries and understands that the County will not be responsible for any errors or omissions on the part of the bidder in preparing this Proposal.

14. ADDITIONAL FORMS: The Bidder confirms the following forms have been completed and executed, are made a part of this proposal, and are being submitted with this proposal:

    A. All Bidder's Certifications
    B. Bidder's Qualification Statement
    C. Bid Security

15. THE BIDDER'S EXECUTION ON THE SIGNATURE PORTION OF THIS PROPOSAL SHALL ALSO CONSTITUTE AN ENDORSEMENT AND EXECUTION OF THE CERTIFICATIONS WHICH ARE SUBMITTED WITH THE PROPOSAL.

_____
Signature and Title of Responsible Official

Dated this _____ day of_____, 20_____

1984450.1

BIDDER'S BOND
COUNTY OF MARIN

We, _____ as PRINCIPAL, and

_____ as SURETY,

are bound unto the County of Marin, hereinafter referred to as County, in the penal sum of TEN PERCENT (10%) of THE TOTAL AMOUNT OF THE BID of the Principal submitted to the County of Marin for the work described below, for the payment which sum is lawful money of the United States, well and truly to be made, we bind ourselves, jointly and severally,

THE CONDITION OF THIS OBLIGATION IS SUCH, THAT:

WHEREAS, the Principal is submitted to the County, for

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

_____

_____

_____

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

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

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

Signed and Sealed, this _____ day of _____, 20 _____.

(SEAL) (SEAL)

_____ _____
(Principal) (Surety)

By: _____ _____
(Signature) (Signature)

SAMPLE

(SEAL AND ACKNOWLEDGMENT OF NOTARY)

BIDDERS'S BOND
(continued)

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_____before me, _____
(insert name and title of the officer)

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_____ **(Seal)**

BIDDER'S QUALIFICATIONS

This Bidder's Qualifications Statement form is part of the Bid. Signing the Bid Form shall also constitute signature of this form. Complete and verifiable information provided by the bidder regarding comparable prior work experience will be taken by the Department of Public Works as evidence that the bidder is capable of undertaking and completing the work, should a contract be awarded to them by the County.

- By Signing the Bid Form, the Contractor permits the County to contact the Owner of the sample project submitted here.
- The County will contact the bidder's reference for verification.
- If the bidder's reference cannot be contacted or verified by the County within 2 business days of bid opening, the bidder will be notified via email that they are required to provide proof of the referenced project.
- Proof of referenced project documents that will be acceptable are: a formally executed agreement/contract or similar document that clearly identifies the location, dates, cost and work the bidder performed that relates to the required experience. This condition is to be met within 48 hours of written notice by the County.
- If the stated qualification criteria are not met, the bidder's bid will be deemed non-responsive.

Add additional sheets, as necessary, to demonstrate compliance with the requirements specified.

RESUMES WILL NOT BE ACCEPTED IN LIEU OF COMPLETED QUALIFICATIONS STATEMENT FORMS.

1. EXPERIENCE FOR (CHECK ONE): □ PRIME □SUBCONTRACTOR
2.CONTRACTOR NAME:
3. BUSINESS ADDRESS:
4.TELEPHONE:
5. LICENSE NUMBER:
6. PRIMARY CONTACT:
7. TOTAL NUMBER OF YEARS EXPERIENCE IN CONSTRUCTION INDUSTRY:
8. IS CONTACT THE RESPONDING BIDDER: □ YES; □ NO; IF "NO", PROVIDE DIRECT CONTACT INFORMATION
9. EMAIL:
10. TELEPHONE:

PROJECT EXPERIENCE:

(Project 1)

PROJECT NAME:
EXPERIENCE TYPE (CHECK ALL THAT APPLY): ☐ SIMILAR WORK SCOPE ☐ EQUAL OR LARGER IN SIZE AND COMPLEXITY
PURCHASER OR CLIENT:
PROJECT START DATE: PROJECT COMPLETION DATE:
INITITAL CONTRACT AMOUNT: FINAL CONTRACT AMOUNT:
POINT OF CONTACT:
TELEPHONE:
EMAIL ADDRESS:

(Project 2)

PROJECT NAME:
EXPERIENCE TYPE (CHECK ALL THAT APPLY): ☐ SIMILAR WORK SCOPE ☐ EQUAL OR LARGER IN SIZE AND COMPLEXITY
PURCHASER OR CLIENT:
PROJECT START DATE: PROJECT COMPLETION DATE:
INITITAL CONTRACT AMOUNT: FINAL CONTRACT AMOUNT:
POINT OF CONTACT:
TELEPHONE:
EMAIL ADDRESS:

(Project 3)

PROJECT NAME:
EXPERIENCE TYPE (CHECK ALL THAT APPLY): ☐ SIMILAR WORK SCOPE ☐ EQUAL OR LARGER IN SIZE AND COMPLEXITY
PURCHASER OR CLIENT:
PROJECT START DATE: PROJECT COMPLETION DATE:
INITITAL CONTRACT AMOUNT: FINAL CONTRACT AMOUNT:
POINT OF CONTACT:
TELEPHONE:
EMAIL ADDRESS:

CLAIMS HISTORY:

a. Has any claim (whether mediated, arbitrated, or litigated) been made against your company in the past five years? _____

b. Has your company made any claim (whether mediated, arbitrated, or litigated) against any Public Agency in the past five years? _____

c. If you answered "yes" to subsections a. or b. above, describe the claim(s) using the format below: (use additional sheets if necessary).

Project Name: _____

Claim Amount: _____

Other Party Contact: _____

Name and Phone: _____

Describe the claim(s) on a separate sheet.

CONTRACT TERMINATION:

Has your company ever been terminated by a public agency or client, or rejected from bidding on a public works project in the last five (5) years? _____. If yes, provide an explanation below:

Project Name: _____

Agency/Client Contact

Name and Phone: _____

Date of Termination/Rejection: _____

Explanation: _____

_____

_____

If more than one (1), describe on additional sheet.

COMPLETION BY SURETY:

Has your company every failed to satisfactorily complete a construction contract, or has a surety ever completed any portion of a construction contract of your company within the last five (5) years? _____. If yes, provide an explanation below:

Project Name: _____

Surety Contact

Name and Phone: _____

Date Surety Took Over: _____

Explanation: _____

_____

_____

If more than one (1), describe on additional sheet.

The above Bidder's Qualifications Statement form is part of the Bid. Signing the Bid Form shall also constitute signature of this form. By Signing the Bid Form, the Contractor permits the County to contact the Point of Contact of each submitted project.

BUSINESS AND PROFESSIONS CODE SECTION 7028.15 CERTIFICATION

Section 7028.15 of the Business and Professions Code provides that it is a misdemeanor for any person to submit a bid to a public agency in order to engage in the business or act in the capacity of a Contractor within the state without having a license therefor except in certain cases. Therefore, you must check one of the following two statements:

☐ I am familiar with the provisions of Section 7028.15 of the California Business and Professions Code and in my opinion the following exceptions contained within the Code section apply:

_____

_____

☐ I am a licensed Contractor possessing the following license, _____, the number of which is_____, the license expiration date is_____.

The above certification is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Certification.

CONTRACTOR OFF-ROAD REGULATION ASSURANCES

The County requires that all work done on its property or otherwise on behalf of the County is performed in accordance with the State's environmental health and safety laws, codes and regulations. To this end, please check the appropriate boxes and provide information as required below related to compliance with California Air Resources Board (CARB) Off-Road Diesel-Fueled Fleets Regulations. The County will not approve this Contract until this form has been completed. This form must be updated annually or anytime changes occur. Contractor agrees to provide the County with any documents referenced below within one business day of the request. Information on these Regulations is available here: https://ww2.arb.ca.gov/our-work/programs/use-road-diesel-fueled-fleets-regulation

Contractor Name: _____

In the performance of this contract, does Contractor propose to use vehicles subject to 13 CCR 2449, the In-Use Off-Road Diesel-Fueled Fleets Regulation?

YES ☐ **NO** ☐

If the answer in above is **NO**, Contractor does not need to check any boxes for items 1, 2, and 3 below and no further information is required.

If the answer above is **YES**:

A. Contractor must check YES or N/A, as applicable, for items 1, 2, and 3 below.
B. If no exemption from these Regulation requirements applies, Contractor must provide to the County: (1) a valid Certificate of Reported Compliance for its fleet, and (2) valid Certificates of Reported Compliance for fleets of any subcontractors.
C. If an exemption from these Regulation requirements does apply, Contractor must provide the County with detailed documentation identifying the exemption and supporting the applicability of the exemption.
D. If Contractor asserts that the emergency operations exemption applies, Contractor must provide: (1) a description of the emergency, (2) the address or description of the specific location where Contractor performed work to address the emergency, (3) the dates on which the emergency work was performed, and (4) an attestation by the Contractor that the vehicles operated on the project were only used to carry out emergency work.

Please respond YES or N/A for each item below.	**YES**	**N/A**	
1. Contractor has provided the County with a copy of a valid Certificate of Reported Compliance for Contractor's own fleet.	☐	☐	(check N/A if exemption applies)
2. Contractor has provided the County with a copy of a valid Certificate of Reported Compliance for any subcontractors' fleet.	☐	☐	(check N/A if exemption applies or there are no subcontractors)
3. Contractor has provided the County with documentation supporting a claimed exemption to the Off-Road Regulation.	☐	☐	(check N/A if no exemption applies)

NON-COLLUSION AFFIDAVIT

Public Contract Code § 7106
23 U.S.C. § 112(c)

The undersigned declares:

I am the _____ of _____, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that they have full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on:

_____[date], at _____[city],_____[state].

The above Non-collusion Affidavit is part of the Proposal and shall be submitted with the Bid. Signing this Proposal on the signature portion thereof shall also constitute signature of this Non-collusion Affidavit. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

CERTIFICATION OF BIDDER
REGARDING DEBARMENT AND SUSPENSION

California Public Contract Code Section 6109

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

The above certification is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Certification

CONTRACT FORM

HSIP CYCLE 12 BUTTERFIELD ROAD PEDESTRIAN CROSSING & 2025 COUNTYWIDE DRAINAGE PROJECT

PROJECT NO. 2025-24/2025-28

THIS CONTRACT is entered into this _____ day of _____, 202__ by and between the COUNTY OF MARIN, a political subdivision of the State of California, hereinafter called the Owner, the County, or First Party, and _____ hereinafter called the Contractor or Second Party.

WITNESSETH that the Owner and the Contractor, in consideration of premises and mutual covenants, considerations and the agreement herein contained, do hereby agree as follows:

1. CONTRACTOR'S OBGLIATIONS: The Contractor shall perform all of the Work required for the Project, as specified in the Contract Documents. Contractor must provide, furnish, and supply all things necessary and incidental for the timely performance and completion of the Work, including all necessary labor, materials, supplies, tools, equipment, transportation, and utilities, unless otherwise specified in the Contract Documents. Contractor must use its best efforts to complete the Work in a professional and expeditious manner and to meet or exceed the performance standards required by the Contract Documents.

2. CONTRACT DOCUMENTS: The Contract Documents consist of the following, all of which are as fully a part hereof as if herein set out in full and, if not attached hereto, the same as if hereto attached:

    A. Notice to Bidders & Instructions to Bidders

    B. This Contract

    C. The accepted Proposal of the Contractor.

    D. The fully executed Performance Bond and Payment Bond, as required.

    E. Insurance Addendum & Evidence of Insurance.

    F. The General Provisions, any Special Provisions, Technical Specifications, the Drawings, and all authorized modifications thereof and Addenda thereto.

    G. State of California Department of Transportation Standard Specifications Dated 2025, Standard Plans Dated 2025, and Revised Standards through October 6, 2026; the Caltrans Labor Surcharge and Equipment Rental Rates in effect on the date the project was advertised, 2020 Temporary Pedestrian Access Routes Handbook; and the 2018 Marin Uniform Construction Standards.

    H. Regulatory Permits, their conditions, requirements, and compliance with any required methodology plans submitted for the work as approved by the Regulatory Agencies.

I. Attachment 1 – Appendix A – Low-Carbon Concrete Compliance Form

3. DURATION OF WORK: The Work shall be commenced and completed as set forth in Section 17 of the Instructions to Bidders (the Contract Time").

4. CONTRACTOR'S COMPENSATION: The Owner will pay and the Contractor will accept, in full consideration for the performance of the Contract, subject to additions and deductions as provided therein, the sum of _____ Dollars, ($_____), said sum being the total of the Contractor's Base Bid and the following additive and/or deductive Alternates: _____
_____
_____

5. LIQUIDATED DAMAGES: If Contractor fails to complete the Work within the Contract Time, Owner will assess liquidated damages in the amount of $3,000 per day for each day of unexcused delay in completion, and such liquidated damages may be deducted from the County's payments due or to become due to Contractor under this Contract, as set forth in the Contract Documents.

6. NOTICE: All notices, requests, and approvals must be sent in writing to the persons below and will be considered effective on the date of personal delivery; the date of delivery confirmed by a reputable overnight delivery service; on the fifth (5^{th}) calendar day after deposit in the United States Mail postage prepaid, registered .or certified. The parties shall also provide courtesy notice via email, though notice shall only be effective if given in a manner as provided in the preceding sentence:
To the County:
Kelsey Vyrvich, Civil Engineer, County of Marin DPW Engineering Division
3501 Civic Center Dr, Ste. 304, San Rafael, CA 94903
Kelsey.Vyrvich@MarinCounty.gov

To the Contractor:
Contractor Name
Contractor Address
Contractor Email

7. GENERAL PROVISIONS:

A. Assignment and Successors. Contractor may not assign its right or obligations under this Contract, in part or in whole, without the Owner's written consent. This Contract is binding on Contractor's and the Owner's lawful heirs, successors, and permitted assigns.

B. Third-Party Beneficiaries. There are no intended third-party beneficiaries to this Contract except as expressly provided in the General Conditions.

C. Governing Law. This Contract will be governed by California law.

D. Amendment. No amendment or modification of this Contract will be binding unless it is in a writing duly authorized and signed by the parties to this Contract.

E. Integration. This Contract and the Contract Documents incorporated herein, including authorized amendments or Change Orders thereto, constitute the final, complete, and exclusive terms of the agreement between the Owner and Contractor.

F. Severability. If any provision of the Contract Documents is determined to be illegal, invalid, or unenforceable, in whole or in part, the remaining provisions of the Contract Documents will remain in full force and effect.

G. Electronic Signatures. Unless otherwise prohibited by law, the parties agree that an electronic signature to this Contract and an electronic copy of this Contract have the same force and legal effect as an original ink signature transmitted in hard copy (e.g. a .pdf file containing a scanned or digitally applied signature).

H. Authorization. Each individual signing below warrants that they are authorize to do so by the party that they represent, and that this Contract is legally binding on that party. If Contractor is a corporation, signatures from two officers of the corporation are required pursuant to California Corporation Code Section 313.

IN WITNESS WHEREOF, the parties have executed this agreement.

COUNTY OF MARIN,
A Political Subdivision of the State of California

By _____

Name _____

Title _____

FIRST PARTY

ATTEST:

_____
Deputy Clerk, Board of Supervisors

_____
(Firm)

By _____

Name _____

By _____

Name _____

SECOND PARTY

CONTRACTOR'S PERFORMANCE BOND

KNOW ALL BY THESE PRESENTS:

That _____ as Principal (herein called "Principal") and _____ as Surety (herein called "Surety") are held and firmly bound unto the County of Marin (herein called "Obligee"), in just and full sum of **($)** lawful money of the United States of America, (said sum being equal to 100% of the estimated amount payable by the terms of the hereinafter described Contract) for the payment of which, well and truly to be made, we hereby bind ourselves and our, and each of our, heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That
WHEREAS, Principal has been awarded a Contract for the following described work of improvement and is required by Obligee to give this bond in connection with the execution of the written Contract therefore:
HSIP Cycle 12 Butterfield Rd Pedestrian Crossing & 2025 Countywide Drainage Project

NOW, THEREFORE, if Principal shall well and truly do and perform each and all of the covenants, conditions, and agreements of said Contract on the Principal's part to be done and performed, and any and all alterations thereof made herein provided, at the time and in the manner therein specified, and shall indemnify and save harmless the Obligee, its officers, agents, and employees, as therein stipulated, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

No extension of time granted to the Principal and no change or alteration in any of the terms of the Contract or the Contract Documents or the work to be performed thereunder, whether made after notice or not, shall release or otherwise affect the obligation of the Surety hereunder, and the Surety waives notice of any such extension, change, or alteration. The Surety, by the execution of this bond, represents and warrants that this bond has also been duly executed by the Principal with proper authority, and the Surety hereby waives any defense which it might have by any reason of any failure of the Principal to execute or properly execute this bond.

In the event suit is brought upon this bond by the Obligee and judgment is recovered by the Obligee, court costs, including reasonable attorney's fees, shall be an additional obligation of this bond for which Principal and Surety shall be liable.

Signed and Sealed this _____ day of _____ 20____.

Contractor as Principal	Surety
(Corp. Seal)	(Corp. Seal)
_____	_____
Company Name	Company Name
_____	_____
Signature	Signature
_____	_____
Print Name	Print Name
_____	_____
Title	Title
_____	_____
Street Address	Street Address
_____	_____
City, State, Zip Code	City, State, Zip Code

Note: Signatures of those executing for Surety must be properly acknowledged. The bond must be accompanied by a power of attorney from the Surety authorizing its agent to bind it to this bond.

CONTRACTOR'S PAYMENT BOND

KNOW ALL BY THESE PRESENTS:

That _____ as Principal (herein called "Principal") and _____ as Surety (herein called "Surety") are held and firmly bound unto the County of Marin (herein called "Obligee"), in just and full sum of **($)** lawful money of the United States of America, (said sum being equal to 100% of the estimated amount payable by the terms of the hereinafter described Contract) for the payment of which, well and truly to be made, we hereby bind ourselves and our, and each of our, heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That
WHEREAS, Principal has been awarded a Contract for the following described work of improvement and is required by Obligee to give this bond in connection with the execution of the written Contract therefore:
HSIP Cycle 12 Butterfield Rd Pedestrian Crossing & 2025 Countywide Drainage Project

NOW, THEREFORE, if Principal or its subcontractors shall fail to pay for any materials, provisions, provender or other supplies, or teams, used in, upon, for, or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, the Surety will pay for the same, in an amount not exceeding the sum specified above, and also in case suit is brought upon this bond, a reasonable attorney's fee to be fixed by the court. This bond shall insure to the benefit of any and all persons entitled to file claims under the Civil Code so as to give a right of action to them or their assigns in any suit brought upon the bond.

No extension of time granted to the Principal and no change or alteration in any of the terms of the Contract or the Contract Documents or the work to be performed thereunder, whether made after notice or not, shall release or otherwise affect the obligation of the Surety hereunder, and the Surety waives notice of any such extension, change, or alteration. The Surety, by the execution of this bond, represents and warrants that this bond has also been duly executed by the Principal with proper authority, and the Surety hereby waives any defense which it might have by any reason of any failure of the Principal to execute or properly execute this bond.

In the event suit is brought upon this bond by the Obligee and judgment is recovered by the Obligee, court costs, including reasonable attorney's fees, shall be an additional obligation of this bond for which Principal and Surety shall be liable.

Signed and Sealed this _____ day of _____ 20____.

Contractor as Principal	Surety
(Corp. Seal)	(Corp. Seal)
_____	_____
Company Name	Company Name
_____	_____
Signature	Signature
_____	_____
Print Name	Print Name
_____	_____
Title	Title
_____	_____
Street Address	Street Address
_____	_____
City, State, Zip Code	City, State, Zip Code

Note: Signatures of those executing for Surety must be properly acknowledged. The bond must be accompanied by a power of attorney from the Surety authorizing its agent to bind it to this bond.

ESCROW AGREEMENT FOR SECURITY DEPOSIT IN LIEU OF RETENTION

This Escrow Agreement is made and entered into by and between the County of Marin whose address is 3501 Civic Center Dr, Suite 304, San Rafael, CA 94903 ("Owner") and _____ whose address is _____ ("Contractor") and _____ ("Escrow Agent").

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

1. Pursuant to Section 22300 of the Public Contract Code of the State of California, Contractor has the option to deposit securities with Escrow Agent as a substitute for retention earnings required to be withheld by Owner pursuant to the Construction Contract entered into between the Owner and Contractor for HSIP Cycle 12 Butterfield Rd Pedestrian Crossing & 2025 Countywide Drainage Project in the amount of $_____ dated _____ (hereinafter referred to as the "Contract"). Alternatively, on written request of the Contractor, the Owner shall make payments of the retention earnings directly to the Escrow Agent. When the Contractor deposits the securities as a substitute for Contract earnings, the Escrow Agent shall notify the Owner within ten (10) days of the deposit. The market value of the securities at the time of the substitution shall be at least equal to the cash amount then required to be withheld as retention under the terms of the Contract between the Owner and Contractor. Securities shall be held in the name of the County, and shall designate the Contractor as the beneficial owner.

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

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

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

5. The interest earned on the securities or the money market accounts held in escrow and all interest earned on that interest shall be for the sole account of Contractor and shall be subject to withdrawal by Contractor at any time and from time to time without notice to the Owner.

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

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

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

9. Escrow Agent shall rely on the written notifications from the Owner and the Contractor pursuant to Sections (5) to (8), inclusive, of this Agreement and the Owner and Contractor shall hold Escrow Agent harmless from Escrow Agent's release and disbursement of the securities and interest as set forth above.

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

    Owner (County of Marin)
    Name: Kelsey Vyrvich
    Title: Civil Engineer
    Address: 3501 Civic Center Dr, Suite 304, San Rafael, CA 94903
    Email: Kelsey.Vyrvich@marincounty.gov

    Contractor (_____)
    Name: _____
    Title: _____
    Address: _____
    Email: _____

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

IN WITNESS WHEREOF, the parties have executed this Agreement by their proper officers on the last date signed below.

OWNER

By _____ Name _____ Title _____ Date _____

CONTRACTOR

By _____ Name _____ Title _____ Date _____

ESCROW AGENT

By _____ Name _____ Title _____ Date _____

INSURANCE ADDENDUM

1. During the life of the Contract, Contractor and all subcontractors shall maintain the following minimum insurance:

   a. Mandatory Insurance for all Contracts.

      i. *Comprehensive general liability insurance:* Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis including products and completed operations, personal and advertising injury liability, blanket contractual liability, and broad-form property damage liability coverage. The combined single limit for bodily injury and property damage shall be at least:

      ☒ $5,000,000.

      ☐ $10,000,000.

      ☐ Other: _____.

      If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

      ii. *Automobile Liability:* ISO Form Number CA 00 01 covering any auto (Code 1), bodily injury and property damage liability insurance covering owned, non-owned (Code 9), rented, and hired (Code 8) cars. The combined single limit for bodily injury and property damage shall at least:

      ☐ $1,000,000.

      ☒ $2,000,000.

      ☐ $5,000,000.

      ☐ Other: _____.

      iii. *Statutory workers' compensation* as required by state law *and employer's liability insurance* with a limit of at least $1,000,000 per accident for bodily injury or disease. Neither Contractor nor its carrier shall be entitled to recover any costs, settlements, or expenses of workers' compensation claims arising out of this agreement. The Employer's Liability policy shall be endorsed to waive any right of subrogation against the County, its employees or agents.

b. Specified Insurance.

When checked, the following insurance requirements apply:

i. ☐ *Builder's Risk insurance.* When this section is checked, Contractor must maintain Builder's Risk insurance, utilizing an "all risk" (special perils) coverage form, with limits equal to the completed value of the project and no coinsurance penalty provisions. Contractor may submit evidence of Builder's Risk insurance in the form of Course of Construction coverage. Such coverage shall name the County as a loss payee as their interest may appear.

If the Work does not involve new or major reconstruction, at the option of the County, a *Property Installation Floater* may be acceptable. For such projects, a Property Installation Floater shall be obtained that provides for the improvement, remodel, modification, alteration, conversion, or adjustment to existing buildings, structures, processes, machinery, and equipment. The Property Installation Floater shall provide property damage coverage for any building, structure, machinery, or equipment damaged, impaired, broken, or destroyed during the performance of the Work, including during transit, installation, and testing at the County's site.

ii. ☐ *Railroad Protective Liability Insurance.* When this section is checked, Contractor must maintain Railroad Protective Liability insurance, and other related coverages, with limits of liability of $_____.

iii. ☐ *Pollution Liability Insurance.* When this section is checked, Contractor must maintain Contractors' Pollution Legal Liability insurance with limits of no less than:

☐ $2,000,000 per occurrence or claim, and $2,000,000 policy aggregate.

☐ $5,000,000 per occurrence or claim, and $5,000,000 policy aggregate (appropriate if the Work involves removal of asbestos or lead, removal or replacement of underground tanks, or use of toxic chemicals or substances).

All activities contemplated in this Contract shall be specifically scheduled on the policy as "covered operations." If applicable, the policy shall provide coverage for the hauling of waste from the project site to the final disposal location, including non-owned disposal sites.

2. Contractor shall submit to County certificates of insurance and endorsements for the policies listed above. All endorsements shall be signed by a person authorized by that insurer to bind coverage on its behalf. County has the right to require Contractor's insurer to provide complete, certified copies of all required insurance policies. Contractor shall not cancel, assign, or change any policy of insurance required by this agreement or engage in

any act or omission that will cause its insurer to cancel any insurance policy required by this Contract except after providing thirty (30) days prior written notice to County. If an insurance policy required by this agreement is unilaterally cancelled or changed by the insurer, the Contractor shall immediately provide written notice to the County and obtain substitute insurance meeting the requirements of this agreement. Nothing in this subsection relieves Contractor of its obligation to maintain all insurance required by this Contract at all times during the term of the Contract.

3. As to all of the policies of insurance required above, the following shall apply:

    a. *Deductibles and Self-Insured Retentions.* Any deductibles or self-insured retentions must be declared to and approved by the County. At the option of the County, either (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials and employees; or (2) the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

    b. *County as Additional Insured.* The County, its officers, officials, employees, agents and volunteers are to be covered as insureds with the same coverage and limits available to the named insured regarding: liability arising out of activities performed by or on behalf of the Contractor; premises owned, occupied or used by the Contractor, or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of the protection afforded to the County, its officers, officials, employees, agents or volunteers. Any available insurance proceeds broader than or in excess of the specified minimum Insurance coverage requirements and/or limits shall be available to the Additional Insured. Any available insurance proceeds broader than or in excess of the specified minimum Insurance coverage requirements and/or limits shall be available to the Additional Insured; the additional insured coverage and limits shall be (1) the minimum coverage and limits specified in this Contract; or (2) the broader coverage and maximum limits of coverage of any Insurance policy or proceeds available to the named Insured; whichever is greater. This provision does not apply to the worker's compensation policy.

    c. *Coverage Primary.* For any claims related to this Work, the Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it. Coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 38 04), or as a separate owner's policy, or on the County's own form.

    d. *Other Insurance Provisions.* The policies are to contain, or be endorsed to contain, the following provisions:

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

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

e. *Acceptability of Insurers.* Insurance is to be placed with insurers licensed in the State of California and with an A.M. Bess rating of no less than A:VII.

f. *Umbrella/Excess Insurance*. The limits of insurance required in this Contract may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of County (if agreed to in a written contract or agreement) before the County's own Insurance or self-insurance shall be called upon to protect it as a named insured.

g. *Subcontractors.* All subcontractors shall provide Contractor with valid certificates of insurance and the required endorsements included in this Contract prior to commencement of any work, and Contractor will provide proof of compliance to the County upon request.

4. Contractor hereby grants to County a waiver of any right to subrogation which any insurer of Contractor may acquire against County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether County has received a waiver of subrogation endorsement from the insurer.

5. If a death, serious personal injury or substantial property damage occurs in connection with the performance of this Contract, Contractor shall immediately notify County by **phone and in writing**. Contractor shall promptly submit to County a written report, in such form as may be required by County of all accidents which occur in connection with this Contract. This report must include the following information: (1) name and address of the injured or deceased person(s); (2) names and address of Contractor's subcontractor, if any; (3) name and address of Contractor's liability insurance carrier; and (4) a detailed description of accident and whether any of County's equipment, tools, materials or staff were involved. Failure to comply with this section shall constitute a material breach of this Contract.

6. If the Contractor maintains broader coverage and/or higher insurance limits than the minimums required above, the County requires and shall be entitled to the broader coverage and/or the higher limits maintained by Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

ORGANIZATION

A main-section heading is shown in the table of contents of the Marin County's Specifications.

Each special provision (if included in this contract) begins with a revision clause that describes or introduces a revision to the General Provisions.

Any paragraph added or deleted by a revision clause does not change the paragraph numbering of the County's Specifications for any other reference to a paragraph of the County's Specifications.

The provisions of the Marin County Department of Public Works, General Provisions, shall apply unless otherwise noted and subject to the Order of Precedence stated below. References to the County shall be interpreted as the County of Marin unless otherwise noted.

If you are a person with a disability and require an accommodation, requests may be made by calling 415-473-6528 (voice), dial 711 for CA Relay or by emailing bids@marincounty.gov. Copies of documents are available in alternative formats upon request.

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GENERAL PROVISIONS

^^

1. GENERAL

1-1.01. GENERAL

Section 1 includes specifications related to the interpretation of the contract.

The specifications are divided into 12 divisions with Division I specific to Marin County and is found within this document, while Divisions II through XII are the California Department of Transportation Standard Specifications, 2025 edition, with all 12 divisions included as part of the comprehensive contract documents.

Division I includes Marin County General Provision specifications applicable to every contract unless specified as applicable only under certain conditions covered within Special Provisions. Division I of the California Department of Transportation Standard Specifications are not part of this contract.

Division II includes specifications for general construction applicable to every contract unless specified as applicable only under certain conditions.

Divisions III through X include construction specifications for specific bid items.

Division XI includes specifications for common materials. For a material specified in this division, that material specified in any section must comply with the specifications in Division XI.

Division XII includes construction specifications for buildings. The bid items set forth the construction specifications that apply corresponding to the specification section number with the same first 2 digits unless shown otherwise in the table titled “Bid Items and Applicable Sections” in the special provisions.

The specifications are written to the Bidder before award and the Contractor after. Before award, interpret sentences written in the imperative mood as starting with *The Bidder must*. After award, interpret sentences written in the imperative mood as starting with *The Contractor must*.

After Contract execution, submit documents and direct questions to the Engineer. Orders, authorizations, and requests to the Contractor are by the Engineer.

The following items from the Department are in writing:

1. Approvals
2. Authorizations
3. Decisions
4. Notifications
5. Orders
6. Responses

The following items from the Contractor must be in writing:

1. Notifications
2. Proposals
3. Reports
4. Requests, including RFIs, sequentially numbered
5. Subcontracts
6. Test results

Where a location is not specified with the words *shown*, *specified*, or *described*, interpret:

1. Shown as shown on the plans.
2. Specified as specified in the specifications.
3. Described as described in the Contract. Described means shown, specified, or both.

Headings are included for the purposes of organization and referencing. Inclusion of a heading with no related content, *Not Used*, or *Reserved* does not indicate that no specification exists for that subject; applicable specifications may be covered in a general or referenced specification.

Specifications in a section titled *General* apply to all subordinate sections within the section.

Specifications in the general section of a division apply to all sections within the division.

Sections are reserved in the *Standard Specifications* for correlation of special provisions and for future expansion of the *Standard Specifications*.

The specifications are expressed in US customary units except where a referenced document uses the International System of Units as the standard.

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

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

1-1.02. STYLE VARIATIONS

The Department is gradually standardizing the style of the specifications. The use of the new style does not change the meaning of a Contract part not using this style. The new style includes:

1. Use of:

    A. Imperative mood
    B. Introductory modifiers
    C. Conditional clauses
    D. Industry-standard terms

2. Elimination of:

    A. Language variations
    B. Definitions for industry-standard terms
    C. Redundant specifications
    D. Needless cross-references

Because of the transition, some terms or clauses used in Division I are different from those used in other divisions and other Contract parts. Interpret the equivalent term or clause shown in the following table as having the same meaning as the corresponding term or clause in Division I:

Terms Equivalencies

Term or clause in this Division	Equivalent term or phrase that may be in other divisions and in other Contract parts	Conditions
Authorize	Approve	Except in a Change Order
Authorized Material List	Pre-Qualified Products List	--
Department	Engineer	Where referring to anyone other than the Engineer or the Engineer's authorized representatives
Department-furnished material	County-furnished material	--

1-1.03. RESERVED

1-1.04. RESERVED

1-1.05. REFERENCES

A reference within parentheses to a law or regulation is included in the Contract for convenience only and is not a comprehensive listing of related laws and regulations. Lack of a reference does not indicate no related laws or regulations exist.

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

A reference to a section includes specifications in sections titled *General* that apply to the section.

Where a section number is referenced without a reference to a document, the reference is to a section of these *Specifications* as revised by any special provision.

An agency or a department not specified as a federal or local agency or department is a Marin County agency or department.

1-1.06. ABBREVIATIONS

Unless context indicates otherwise, interpret the meaning of an abbreviation used in the specifications and the Bid Item List as shown in the following tables:

Abbreviations

Abbreviation	Meaning
AASHTO	American Association of State Highway and Transportation Officials
AB	Aggregate Base
ACI	American Concrete Institute
ADL	aerially deposited lead
AGT	Approach Guardrail Transition
AISC	American Institute of Steel Construction
AISI	American Iron and Steel Institute
ALR	Area of Localized Roughness
AMA	archaeological monitoring area
ANSI	American National Standards Institute
APCD	Air Pollution Control District
API	American Petroleum Institute
AREMA	American Railway Engineering and Maintenance-of-Way Association
AQMD	Air Quality Management District
AS	Aggregate Subbase
ASME	American Society of Mechanical Engineers
ASQ	American Society for Quality
ATPB	asphalt treated permeable base
ATS	active treatment system
AWG	American Wire Gauge
AWPA	American Wood Protection Association
AWS[a]	American Welding Society
AWWA	American Water Works Association
AWIS	automated work zone information system
BBS	battery backup system
BNSF	Burlington Northern Santa Fe
BWC	Bonded wearing course

Cal/OSHA	**California Division of Occupational Safety and Health Administration**
CBC	**California Building Code**
CDPH	**California Department of Public Health**
CIDH	**cast-in-drilled-hole**
CIH	**Certified Industrial Hygienist**
CIP	**cast in place**
CISS	**cast-in-steel-shell**
CJP	**complete joint penetration**
CMU	**concrete masonry unit**
CPM	**critical path method**
CPL	**composite plastic lumber**
CRCP	**continuously reinforced concrete pavement**
CRM	**crumb rubber modifier**
CSL	**crosshole sonic logging**
CSC	**conductor signal cable**
CSS	**cement stabilized soil**
CTB	**cement treated base**
CTPB	**cement treated permeable base**
CVN	**Charpy V-notch**
CWI	**AWS Certified Welding Inspector**
DBE	**disadvantaged business enterprise**
DRA	**Dispute Resolution Advisor**
DRB	**Dispute Resolution Board**
DTSC	**Department of Toxic Substances Control**
DVBE	**disabled veteran business enterprise**
ECTC	**Erosion Control Technology Council**
EIA/ECIA	**Electronic Industries Alliance/Electronic Components Industry Association**
ELAP	**Environmental Laboratory Accreditation Program**
ESA	**environmentally sensitive area**
ETL	**Electrical Testing Laboratories**
fc	**extreme fiber compressive stress in concrete at service loads**
f'c	**compressive strength of concrete**
FEMA	**Federal Emergency Management Agency**

FHWA	**Federal Highway Administration**
FDR	**full depth recycling**
GAAP	**Generally Accepted Accounting Principles**
GGBFS	**ground granulated blast furnace slag; slag cement**
GGL	**gamma-gamma logging**
GSP	**galvanized steel pipe**
HMA	**hot mix asphalt**
HMA-O	**hot mix asphalt (open graded)**
HMWM	**high molecular weight methacrylate**
HS	**high strength**
ICC	**International Code Council**
ICEA	**Insulated Cable Engineers Association**
IEEE	**Institute of Electrical and Electronics Engineers**
IRI	**International Roughness Index**
ITE	**Institute of Transportation Engineers**
ITP	**independent third party**
JIT	**just-in-time**
JMF	**job mix formula**
JPCP	**jointed plain concrete pavement**
ksf	**kips per square foot**
ksi	**kips per square inch**
LCB	**lean concrete base**
LCS	**Department's lane closure system**
LEED	**Leadership in Energy and Environmental Design**
LON	**length of need**
MC	**medium curing**
METS	**Department's Materials Engineering and Testing Services**
MPI	**Master Painters Institute**
MPQP	***Material Plant Quality Program* published by the Department**
MR	**movement range**
MRI	**Mean Roughness Index**
MSDS[b]	**material safety data sheet**
MT	**magnetic particle testing**
MUTCD	***Manual on Uniform Traffic Control Devices***
NAL	**numeric action level**
NDS	**National Design Specification for Wood Construction**
NDT	**nondestructive testing**
NEL	**numeric effluent limitation**
NETA	**International Electrical Testing Association**

NEC	**National Electrical Code**
NEMA	**National Electrical Manufacturers Association**
NFPA	**National Fire Protection Association**
NMAS	**nominal maximum aggregate size**
NPDES	**National Pollutant Discharge Elimination System**
NPT	**National Pipe Thread Taper**
NRTL	**Nationally Recognized Testing Laboratory**
NTU	**nephelometric turbidity unit**
OBC	**optimum binder content**
OBD	**Offices of Bridge Design**
OGFC	**open graded friction course**
OMC	**optimum moisture content**
PLAC	**permit, license, agreement, certification, or any combination of these**
PC	**precast**
PCC	**portland cement concrete**
pcf	**pounds per cubic foot**
PCMS	**portable changeable message sign**
PDR	**partial depth recycling**
PDR-EA	**partial depth recycling using emulsified asphalt**
PDR-FA	**partial depth recycling using foamed asphalt**
PG	**performance grade**
PJP	**partial joint penetration**
POC	**pedestrian overcrossing**
PPF	**Pavement Profile Format**
PQR	**procedure qualification record**
ProVal	**Profile Viewer and Analyzer**
PS	**prestressed**
PSF	**pedestrian signal face**
PV	**programmed visibility**
QSD	**qualified SWPPP developer**
QSP	**qualified SWPPP practitioner**
RAP	**reclaimed asphalt pavement**
RCSC	**Research Council on Structural Connections**
RECP	**rolled erosion control product**
RFI	**request for information**
RHMA	**rubberized hot mix asphalt**
RHMA-G	**rubberized hot mix asphalt (gap graded)**
RHMA-O	**rubberized hot mix asphalt (open graded)**
RHMA-O-HB	**rubberized hot mix asphalt (open graded high binder)**
RPL	**recycled plastic lumber**
RSC	**rapid strength concrete**
RSP	**rock slope protection**
RT	**radiographic testing**

RWQCB	**regional water quality control board**
SMSA	**Standard Metropolitan Statistical Area**
SC	**slow curing**
SCC	**self-consolidating concrete**
SCM	**supplementary cementitious material**
SDS	**safety data sheet**
SSPC	**The Society for Protective Coatings**
SWPPP	**stormwater pollution prevention plan**
SWRCB	**State Water Resources Control Board**
TEES	**Transportation Electrical Equipment Specifications**
TIA	**Telecommunications Industry Association; time impact analysis**
TMDL	**total maximum daily load**
TRO	**time-related overhead**
TV	**target value**
UAS	**unmanned aircraft systems**
UFFA	**ultra fine fly ash**
UL	**Underwriters Laboratories, Inc**
USC	**United States Code**
USLE	**Universal Soil Loss Equation**
USM	**unidentified stock material**
UT	**ultrasonic testing**
VECP	**value engineering change proposal**
VFD	**variable-frequency drive**
VPM	**volts per mil**
WMA	**warm mix asphalt**
WPC	**water pollution control**
WPCP	**water pollution control program**
WPS	**welding procedure specification**
WQO	**water quality objective**

[a]Interpret a reference to AWS as a reference to AWS, ANSI/AWS, or AASHTO/AWS

[b]Interpret a reference to MSDS as a reference to SDS under 29 CFR 1910.1200

Bid Item List Abbreviations

Abbreviation	Meaning
ACRE	acre
CF	cubic foot
CY	cubic yard
EA	each
(F)	final pay item
GAL	gallon
HR	hour
LB	pound
LF	linear foot

LS	lump sum
LNMI	lane mile
MFBM	thousand foot board measure
STA	station (100 feet)
SQFT	square foot
SQYD	square yard
TON	2,000 pounds
WDAY	working day

1-1.07. DEFINITIONS

1-1.07A. General

Interpret terms as defined in the Contract documents.

1-1.07B. Glossary

abandon: Render unserviceable in place.

acts of God: *Acts of God* as defined in Public Contract Code § 7105(b)(2).

activity: Task, event, or other project element on a schedule that contributes to completing the project. An activity has a description, start date, finish date, duration, and one or more logic ties.

Addendum: A document issued by the County during the bidding period which modifies, supersedes or supplements the Bid Documents.

Additive Bid: See Alternate bid.

adjust: Raise or lower a facility to match a new grade line.

aerially deposited lead: Lead primarily from vehicle emissions deposited within unpaved areas or formerly unpaved areas.

agreement: The document stating the essential terms of the Contract, including the Contract Sum and the Contract Time, executed by the County and the Contractor, which incorporates by reference all of the Contract Documents.

alternate: A proposed addition to, change in or deletion from the work of the Base Bid for which the County requires an individual bid price in order to determine the feasibility thereof.

alternate bid: An amount stated in the Proposal by the Bidder to be added to or deducted from the amount of the Base Bid for an Alternate described in the Bid Documents.

architect: A duly licensed professional engaged by the County to design the Project and administer the Work thereof.

authorized laboratory: Independent testing laboratory (1) not employed or compensated by any subcontractor or subcontractor's affiliate providing other services for the Contract and (2) authorized by the Department.

awarding authority: The Board of Supervisors of the County of Marin as defined herein these definitions.

base: Layer of specified material of planned thickness placed immediately below the pavement or surfacing.

base bid: The sum stated in the Bid for which the Bidder offers to perform the Work, exclusive of any Alternate Bids or Additive Bid items of work.

basement material: Material in an excavation or embankment under the lowest layer to be placed.

bid: The complete written offer of a Bidder to do the Work for a stipulated sum, with any additions or deductions required by the Alternates, made out and submitted on the prescribed form and properly signed and guaranteed.

bid bond: A Bid Security in the proper form and amount pledging that the Bidder will enter into a contract with the county to perform the Work if his Bid is accepted, and that he will furnish Contract Bonds.

bid item: Work unit for which the Bidder provides a price.

Bid Item List: List of bid items, units of measure, and the associated quantities. The verified Bid Item List is the Bid Item List with verified prices. The Contract Proposal of Low Bidder at the Department's website is the verified Bid Item List. After contract award, interpret a reference to the Bid Item List as a reference to the verified Bid Item List.

board of supervisors: The governing body of the county of Marin or, if applicable, the Board of Supervisors sitting as the governing body of the public entity awarding the Contract, including but not limited to the Board of Supervisors of the Marin County Flood Control and Water Conservation District and the Board of Supervisors of the Marin County Open Space District.

borrow: Fill acquired from an excavation source outside the described cut area.

local borrow: Material obtained by widening cuts or excavating from sources outside the planned or authorized cross section on the job site. The location of the local borrow is described or designated by the Engineer.

imported borrow: Borrow that is not local borrow.

bridge: Structure that:

Has a bridge number

Carries (1) a utility, (2) a railroad, or (3) vehicle, pedestrian, or other traffic over, under, or around obstructions or waterways

building-construction contract: Contract that has *Building Construction* on the cover of the *Notice to Bidders and Special Provisions*.

California Test: Department-developed test for determining work quality. For California Tests, go to the METS website.

certificate of compliance: Certificate stating the material complies with the Contract.

Certified Industrial Hygienist: Industrial hygienist certified in comprehensive practice by the American Board of Industrial Hygiene.

change order work: Work described in a Change Order, including extra work and work described in the Contract as change order work.

closure: Closure of a traffic lane or lanes, including shoulder, ramp, or connector lanes, within a single traffic control system.

commercial quality: Quality meeting the best general practices.

commercial source: Established business operating as a material source for the general public.

Contract: The agreement between the County and the contractor for the Work of the Project, including the labor, materials and equipment to be furnished, the duration thereof, the payment to be made therefor, and incorporating all of the Contract Documents.

Contract acceptance: Director's written acceptance of a completed Contract.

Contract bonds: Contract security in the proper forms and amounts pledging that the Contractor will faithfully perform the Work and will pay all obligations for labor and materials arising thereunder.

contract documents: The Contractor’s accepted Proposal, the Contract Bonds, evidence of insurance in the required amounts, the Contract, these General Conditions, and the Drawings and Specifications and all authorized modifications thereof and Addenda thereto, the Notice to Bidders, and the Instructions to Bidders.

contract time: The period of time allotted the Contractor to perform and complete the Work under the Contract Documents, subject to mutually agreed upon extensions or reductions as provided for therein.

Contractor: Person or business or its legal representative entering into a Contract with the Department for performance of the work.

controlling activity: Construction activity that will extend the scheduled completion date if delayed.

County: County shall mean the County of Marin, a political subdivision of the State of California, and/or the Marin County Flood Control and Water Conservation District, acting as the public entity awarding this contract by action of the Board of Supervisors sitting as the governing body.

critical path: Longest continuous chain of activities for the project that has the least amount of total float of all chains. In general, a delay on the critical path extends the scheduled completion date.

critical path method: Network-based planning technique using activity durations and relationships between activities to calculate a schedule for the entire project.

culvert: Structure other than a bridge that provides an opening under a roadway.

data date: Day after the date through which a schedule is current. Everything occurring earlier than the data date is as-built and everything on or after the data date is planned.

day: 24 consecutive hours running from midnight to midnight; calendar day.

1. **business day:** Day on the calendar except a Saturday, Sunday and a defined holiday therein.

2. **working day:** Time measure unit for work progress. A working day is any 24-consecutive-hour period except:

    A. Saturday, Sunday and a defined holiday therein.
    B. Day during which Contractor cannot perform work on the controlling activity for at least 50 percent of the scheduled work shift with at least 50 percent of the scheduled labor and equipment due to any of the following:

        - Adverse weather-related conditions. Adverse weather conditions may include rain, saturated soil, and Project site clean-up required due to adverse weather.
        - Traffic maintenance under the Contract.
        - Suspension of a controlling activity that Contractor and the Engineer agree benefits both parties.
        - Unanticipated event not caused by either party, such as:

            - Acts of God.
            - Act of a public enemy.
            - Epidemic.
            - Fire.
            - Flood.
            - Governor-declared state of emergency.
            - Landslide.
            - Quarantine restriction.

        - Issue involving a third party, including:

            - Industry or area-wide labor strike.
            - Material shortage.
            - Freight embargo.
            - Jurisdictional requirement of a law enforcement agency.
            - Workforce labor dispute of a utility or nonhighway facility owner resulting in a nonhighway facility rearrangement not described and not solely for the Contractor's convenience. Rearrangement of a nonhighway facility includes installation, relocation, alteration, or removal of the facility.

    C. Day during a concurrent delay.

3. **original working days:**

    A. Working days to complete the work shown on the *Notice to Bidders* for a non-cost-plus-time- based bid.

    B. Working days bid to complete the work for a cost-plus-time-based bid.

Where working days is specified without the modifier original in the context of the number of working days to complete the work, interpret the number as the number of original working days as adjusted by any time adjustment.

deduction: Money permanently taken from a progress payment or the final payment. Deductions are cumulative and are not retentions under Pub. Cont. Code § 7107.

delay: Event that extends the completion of an activity.

1. **excusable delay:** Delay caused by the Department and not reasonably foreseeable when the work began, such as:

    A. Change in the work
    B. Department action that is not part of the Contract
    C. Presence of an underground utility main not described in the Contract or in a location substantially different from that specified
    D. Described facility rearrangement not rearranged as described, by the utility owner by the date specified, unless the rearrangement is solely for the Contractor's convenience
    E. Department's failure to obtain timely access to the right-of-way
    F. Department's failure to review a submittal or provide notification in the time specified

2. **critical delay:** Excusable delay that extends the scheduled completion date

3. **concurrent delay:** Occurrence of at least 2 of the following events in the same period of time, either partially or entirely:

    A. Critical delay
    B. Delay to a controlling activity caused by Contractor
    C. Non–working day

Department: Department of Public Works of Marin County, acting on behalf of the awarding entity as described under the definition of "County", “Open Space”, or “District.”

detour: Temporary route for traffic around a closed road part. A passageway through a job site is not a detour.

Director of Public Works/District Engineer/Engineer: Director of Public Works/District Engineer/Engineer shall mean the Director of the Department of Public Works of Marin County, acting on behalf of the awarding entity as described under the definition of "County", “Open Space”, or “District”, or the Director’s authorized agent acting within the scope of their authority, who shall act as the representative to the public entity during the term of the contract.

disabled veteran business enterprise: Business certified as a DVBE by the Department of General Services, Office of Small Business and DVBE Services.

disadvantaged business enterprise: Disadvantaged business enterprise as defined in 49 CFR 26.5.

dispose of: Remove from the job site.

District: District shall mean the Marin County Flood Control & Water Conservation District (hereinafter MCFC&WCD), a political subdivision of the State of California, acting as the public entity awarding this contract by action of the Board of Directors sitting as the governing body. The term DISTRICT as used herein will be synonymous with COUNTY.

divided highway: Highway with separated traveled ways for traffic, generally in opposite directions.

Drawings: The official Project Drawings adopted and approved by the Board of Supervisors, showing the location, character and dimensions of the Work, and including, as required, plans, elevations, sections, details, diagrams, General Notes, information and schedules. exact reproductions thereof.

Engineer: The Director of the Department of Public Works of the County of Marin, acting on behalf of the County, or as the District Engineer acting on behalf of the Marin County Flood Control and Water Conservation District or ex officio as engineer of the awarding entities as described under the definition of “County”, or their authorized agents acting within the scope of their authority, who shall act as the representative to the County during the term of the Contract.

early completion time: Difference in time between an early scheduled completion date and the work completion date.

environmentally sensitive area: Area within or near construction limits where access is prohibited or limited to protect environmental resources.

estimated cost: Estimated cost of the project as shown on the *Notice to Bidders*.

extra work: Any work, desired or performed, but not included in the original Contract.

federal-aid contract: Contract that is funded in whole or in part by federal money, as indicated by a federal-aid project number on the cover of the *Notice to Bidders and Special Provisions*.

final pay item: Bid item whose quantity shown on the Bid Item List is the quantity paid.

finished grade: Final surface of the completed facility. If the work under the Contract includes stage construction, the relation between the finished grade and the work under the Contract is shown.

fixed cost: Labor, material, or equipment cost directly incurred by the Contractor as a result of performing or supplying a particular bid item that remains constant regardless of the item's quantity.

float: Difference between the earliest and latest allowable start or finish times for an activity.

Department-owned float: Time saved on the critical path by actions of the Department. It is the last activity shown on the schedule before the scheduled completion date.

force account work: Work ordered on a construction project without an existing agreement on its cost, and performed with the understanding that the contractor will bill the owner according to the cost of labor, materials, and equipment, plus a certain percentage for overhead and profit.

grading plane: Basement material surface on which the lowest layer of subbase, base, pavement, surfacing, or other specified layer is placed.

highway: Whole right-of-way or area reserved for use in constructing the roadway and its appurtenances.

holiday: Holiday shown in the following table:

Holidays

Holiday	Date observed
Every Sunday	Every Sunday
New Year's Day	January 1st
Birthday of Martin Luther King, Jr.	3rd Monday in January
Presidents Day	3rd Monday in February
Cesar Chavez Day	March 31st
Memorial Day	Last Monday in May
Juneteenth	June 19th
Independence Day	July 4th
Labor Day	1st Monday in September
Veterans Day	November 11th
Thanksgiving Day	4th Thursday in November
Day after Thanksgiving Day	Day after Thanksgiving Day
Christmas Day	December 25th

If January 1st, March 31st, July 4th, November 11th, or December 25th falls on a Sunday, the Monday following is a holiday. If November 11th falls on a Saturday, the preceding Friday is a holiday.

hours of darkness: Hours of darkness as defined in Veh. Code § 280.

idle equipment:

1. Equipment on the job site at the start of a delay
2. Equipment idled because of the delay
3. Equipment not operated during the delay

informal-bid contract: A contract awarded pursuant to informal procedures as set forth in the Uniform Public Construction Cost Accounting Act, Public Contract Code § 22000, et seq., including a Contract that has Informal Bid Authorized by Public Contract Code § 22000, et seq. on the cover of the Notice to Bidders.

Inspector: The Engineer (reference is made herein).

job site: Area within the defined boundaries of a project.

***Labor Surcharge and Equipment Rental Rates*:** Department publication that lists labor surcharge and equipment rental rates.

landscaping: Practice of a landscaping contractor under 16 CA Code of Regs § 832.27.

liquidated damages: The fixed sum per day specified in the Contract that the Contractor will pay to the County as set forth in the Contract Documents.

material: Any product or substance specified for use in the construction of a project.

shortage:

1. Shortage of raw or produced material that is area-wide and caused by an unusual market condition except if any of the following occurs:
    A. Shortage relates to a produced, nonstandard material
    B. Supplier's and the Contractor's priority for filling an order differs
    C. Event outside the United States for a material produced outside the United States
2. Unavailability of water that delays a controlling activity

material source facility audit: Self-audit and a Department audit evaluating a facility's capability to consistently produce materials that comply with Department standards.

median: Portion of a divided highway separating the traveled ways including inside shoulders.

milestone: Event activity that has zero duration and is typically used to represent the start or end of a certain stage of the project.

mobilization: Preparatory work that must be performed or costs incurred before starting work on the various items on the job site.

modify: Add to or subtract from an appurtenant part.

narrative report: Document submitted with each schedule that discusses topics related to project progress and scheduling.

near critical path: Chain of activities with total float exceeding that of the critical path but having not more than 10 working days of total float.

Notice to Proceed: The Department’s notice to the Contractor indicating the Work Start Date.

obliterate: Place an earth cover over or root, plow, pulverize, or scarify.

Open Space: Open Space shall mean the Marin County Open Space District, a regional open space district formed pursuant to Pub. Resources Code § 5500, et seq., acting as the public entity awarding this contract by action of the Board of Supervisors sitting as the governing body.

Owner: The County, Open Space, or District, as applicable.

pavement: Uppermost layer of material placed on a traveled way or shoulder.

permanent erosion control establishment period: Number of working days shown on the *Notice to Bidders* for permanent erosion control establishment work.

Permit: A document issued by the County, or by the municipality having jurisdiction, to authorize specific work by the applicant. On work to be performed by the County the Permit is issued free of charge

plans: Standard plans, revised standard plans, and project plans.

1. **standard plans:** Drawings standard to Department construction projects.
2. **revised standard plans:** New or revised standard plans.
3. **project plans:** Drawings specific to the project, including authorized shop drawings.

plant establishment period: Number of working days shown on the *Notice to Bidders* for plant establishment work.

Product data: Illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor to illustrate and define a material, product or system for some portion of the Project.

Project: The total job, as prescribed in the Contract Documents.

Proposal: A bid**.**

Proposal guaranty: The bid security

quality characteristic: Characteristic of a material that is measured to determine conformance with a given requirement.

quality control plan: Contractor's plan to ensure QC.

reconstruct: Remove and disassemble and construct again at an existing or new location.

relocate: Remove and install or place in a new location.

remove: Remove and dispose of.

reset: Remove and install or place laterally at the same station location.

Retention: Retainage. The sum withheld from the Contractor’s progress payments as part security for the detailed completion of the Work and released following the filing of the Notice of Completion, as set forth in the Contract.

roadbed: Roadway portion extending from the curb line to curb line or the shoulder line to shoulder line. A divided highway has 2 roadbeds.

roadside: Area between the outside shoulder edge and the right-of-way limits.

roadway: Portion of the highway within the outside lines of curbs, sidewalks, slopes, ditches, channels, or waterways. A roadway includes the structures and features necessary for safety, protection of facilities, and drainage.

salvage: Remove, clean, and haul to a specified location.

Samples: Physical samples of materials, equipment or workmanship furnished by the Contractor or offered for inspection by the County to establish standards by which the Work will be judged.

schedule:

1. **baseline schedule:** Initial schedule showing the original work plan starting on the Work Start Date. This schedule shows no completed work to date and no negative float or negative lag to any activity.
2. **update schedule:** Current schedule developed from the accepted baseline and any subsequent accepted update schedules through regular monthly review to incorporate actual past progress.

scheduled completion date: Planned work completion date shown on the current schedule.

Shop drawings: Drawings, diagrams, schedules and other data specially prepared for the Project by the Contractor or a Subcontractor to illustrate how specific portions of the Work will be fabricated and/or installed.

shoulder: Roadway portion contiguous with the traveled way for accommodation of a stopped vehicle, emergency use, and lateral support of base and surface courses.

Site: The job site. The location where the Work is to be performed.

small tool: Tool or piece of equipment not listed in Labor Surcharge and Equipment Rental Rates that has a replacement value of $500 or less.

specifications: The technical written description of the Work, including the scope thereof, materials to be used, methods of installation and quality of workmanship.

1. **general provisions**: Specifications standard to the Department's Engineering or Flood Control construction projects.
2. **general conditions**: Specifications standard to the Department's Facility construction projects.
3. **special provisions:** Specifications specific to the project. These specifications are in a section titled *Special Provisions*, when applicable herein these specifications.

Subbase: Layer of material between a base and the basement material.

Subcontract: An agreement between the Contractor and a Subcontractor for the performance of a portion of the Work.

Subcontractor: A duly licensed individual or organization who has a direct contract with the Contractor

to perform a portion of the Work. The term "Subcontractor" does not include those who supply materials or equipment only.

subgrade: Roadbed portion on which pavement, surfacing, base, subbase, or a layer of any other material is placed.

submittal:

1. **action submittal:** Written and graphic information and samples that require the Department's response.
2. **informational submittal:** Written information that does not require the Department's response.

substantial defects: Defects plainly seen as damaged, displaced, or missing parts or improper functioning of materials, parts, equipment, or systems.

substructure: Bridge parts below the bridge seats, pier tops, and haunches for rigid-framed bridges or spring lines for arched bridges; includes abutment backwalls, abutment parapets, and wingwalls.

Superintendent: The executive representative of the Contractor who shall be present at the work Site at all times during performance of the Work. Such Superintendent shall be fully authorized to receive and fulfill instructions from the Engineer and to execute and direct the Work on behalf of the Contractor.

superstructure: Bridge parts except the substructure.

supplemental project information: Information relevant to the project, specified as supplemental project information, and made available to bidders.

surfacing: Uppermost layer of material placed on a traveled way or shoulders; pavement.

time impact analysis: Analysis using a CPM schedule developed specifically to demonstrate the effect a proposed or past change or delay has on the current scheduled completion date.

time-scaled network diagram: Graphic depiction of a CPM schedule comprised of activity bars with relationships for each activity represented by arrows. The tail of each arrow connects to the activity bar for the predecessor and points to the successor.

total bid: Sum of the item totals as verified by the Department; original Contract price.

total float: Amount of time that an activity or chain of activities can be delayed before extending the scheduled completion date.

traffic: Pedestrians, bicyclists, ridden or herded animals, vehicles, streetcars, and other conveyances either singularly or together while using any highway for purposes of travel.

traffic break: Traffic operation performed by a California Highway Patrol officer or other law enforcement officer to slow or stop traffic within the traveled way.

traffic lane: Portion of traveled way used for the movement of a single line of vehicles.

traveled way: Portion of the roadway for the movement of vehicles, exclusive of the shoulders, berms, sidewalks, and parking lanes.

tunnel: Tunnel as defined in 8 CA Code of Regs § 8405 et seq.

unauthorized work: Work performed beyond the lines and grades described in the Contract or established by the Engineer or extra work performed without Department authorization.

Uniform construction standards: Uniform Construction Standards shall mean the Uniform Construction Standards approved and adopted by All Cities and the County of Marin, in July 2018

Unit price: The amount stated in the Bid as a price per unit of measurement for materials or services required by the Bid Documents.

unsuitable material: Material encountered below the natural ground surface in embankment areas or below the grading plane in excavation areas that the Engineer determines to be in any of the following conditions:

1. Of such unstable nature that it cannot be compacted to the specified density using ordinary methods at optimum moisture content.
2. Too wet to be properly compacted and cannot be dried before incorporating it into the work. Excessive moisture alone is not sufficient cause for determining that the material is unsuitable.
3. Inappropriate for the planned use.

withhold: Money temporarily or permanently taken from a progress payment.

Work: The furnishing of all items of labor, material, equipment, transportation and incidentals required to fully complete the Project as described in the Contract Documents. Resources and activities required for Contract acceptance, including labor, materials, equipment, and the created product.

work plan: Detailed formulation of a program of action.

Work Start Date: The date on which the Contractor must commence the Work, as indicated in the Contract Documents.

work zone: Area of a highway with construction, maintenance, or utility work activities.

1-1.08. WEBSITE, ADDRESS, AND TELEPHONE NUMBER

https://publicworks.marincounty.gov/

Public Works, Front Desk
3501 Civic Center Drive, Suite 304
San Rafael, CA 94903

Tel:(415) 473-6530

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2. BIDDING

Provisions regarding bidding are provided in the Notice to Bidders and Instructions to Bidders, which are part of the Contract Documents.

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3. AWARD

Provisions regarding contract award and execution are provided in the Instructions to Bidders, which are part of the Contract Documents.

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4. SCOPE OF WORK

4-1.01. INTENT OF CONTRACT

1. The intent of the Contract is to prescribe and provide for a complete Work or improvement which the Contractor shall undertake and accomplish in full compliance with the Drawings, Specifications and other Contract Documents. The Contractor shall perform all items of work encompassed and stipulated in the Drawings and Specifications or reasonably inferable therefrom as necessary to produce the intended results. It is further intended that the Contractor shall perform all miscellaneous work required to make existing, adjacent or effected developments, improvements and construction conform to the new work.

2. Unless otherwise provided in the Specifications, the Contractor shall furnish all materials, implements, machinery, equipment, tools, supplies, transportation and labor necessary for the full prosecution and completion of the Project.

3. All work shown and described in the Drawings and Specifications will be let under one Contract unless otherwise set forth in the Notice to Contractors or the Proposal form(s).

4-1.02. PROCEDURAL ALTERATIONS

1. Should conditions become apparent during the course of the Project that make it impossible for the Contractor to comply strictly with the terms of the Contract he shall apply in writing to the Engineer for an alteration in the procedure. If such alteration is acceptable to the Engineer, and provided that it not be detrimental to the Work or entail additional cost, the Contractor shall be so notified in writing, whereupon the alteration may be made. When such alteration is not acceptable to the Engineer, the Contractor shall determine some other method which shall be acceptable.

2. Any such procedural alteration shall in no way modify the Contract, or any part thereof except that which is necessarily affected thereby.

4-1.03. CHANGES IN THE WORK

1. No additive or deductive change in the Work will be authorized except through a written, cost-itemized Change Order, signed by the Contractor and approved by the Board of Supervisors and/or the Director of The Department of Public Works, as required, and no such change shall commence until such Change Order is approved.

2. Should the parties be unable to agree on the costs for the changes, or if itemization is impractical, the Engineer may instruct the Contractor to proceed by Force Account pursuant to Section 9-1.04, and the Contractor shall be paid therefor as provided hereinafter.

4-1.04. CHANGE ORDERS

1. The County may order changes, additions or deductions in the Work at any time during the course of the Project through standard written Change Orders.

2. The County and the Engineer must approve all Change Orders in writing. The Contractor shall bear the expense and responsibility for any changes not authorized in writing by the County and the Engineer, irrespective of any oral directions, understanding or suppositions.

3. Accepted Change Orders shall not invalidate the Contract or any provisions thereof. The Contractor shall, in all respects, execute all authorized changes under the original conditions of the Contract, excepting adjustments made on claims for payment or time.

4. Changes in the Work, when ordered and accepted, shall be paid for under the terms of the Contract, and such payments shall be made at the lump sum or unit price agreed upon by the Contractor and the County, or by Force Account.

4-1.05. UNAUTHORIZED WORK

Work done in the absence or without the knowledge of the Engineer, or any extra work done without written authority, will be considered as unauthorized and at the expense of the Contractor and will not be measured or paid for by the County.

4-1.06. DUTY TO NOTIFY AND SEEK DIRECTION

1. If Contractor becomes aware of a changed condition in the Project, or of any ambiguity, conflict, inconsistency, discrepancy, omission, or error in the Contract Documents, including the Plans or Specifications, Contractor must promptly submit a Request for Information to the Engineer and wait for a response from before proceeding further with the related Work. The RFI must notify of the issue and request clarification, interpretation or direction. The Engineer's clarification, interpretation or direction will be final and binding on Contractor. If Contractor proceeds with the related Work before obtaining's response, Contractor will be responsible for any resulting costs, including the cost of correcting any incorrect or defective Work that results. Timely submission of a clear and complete RFI is essential to avoiding delay. Delay resulting from Contractor's failure to submit a timely and complete RFI to the Engineer is Non-Excusable Delay. If Contractor believes that County's response to an RFI justifies a change to the Contract Price or Contract Time, Contractor must perform the Work as directed, but may submit a timely Change Order request in accordance with the Contract Documents.

2. If Contractor becomes aware of any actual or potential delay affecting the critical path, Contractor must promptly notify the Engineer in writing, regardless of the nature or cause of the delay, so that City has a reasonable opportunity to mitigate or avoid the delay.

4-1.07. RESPONSIBILITY FOR EXISTING UTILITIES

1. The Contractor shall be responsible, at its own cost, for any and all work, expense or special precautions caused or required by the existence of proximity of utilities encountered in

performing the Work, including, without limitation thereon, repair of any and all damage, and all hand or exploratory excavation required. The Contractor is cautioned that such utilities may include communication or electrical cables which may be high voltage, and the ducts enclosing such cables, as well as gas and water piping.

2. When working or excavating in the vicinity thereof, the special precautions he shall observe, shall include exposing all such cables, wiring, ducts, conduit and piping by careful hand excavation or cutting so as not to damage them or cause personal injury. Suitable warning signs, barricades and safety devices shall be erected as necessary and in an accessible manner.

4-1.08. EXTRA WORK DUE TO UNFORESEEN OBSTACLES

1. If during the course of the Work, the Contractor encounters obstacles or installations which are not shown or indicated on the Drawings or in the Specifications, or which are found in a location substantially different from that shown or indicated, and such obstacles are not reasonably apparent from visual examination, then he shall promptly notify the Engineer thereof in writing. Where necessary, the Engineer shall issue a written order to the Contractor to make such adjustment, rearrangement, repair, removal, alteration or special handling of such obstacles, including repair of any damage, as he deems appropriate.

2. The Contractor shall perform the work described in such written order.

3. Compensation therefore will be made in accordance with the provisions hereof relating to changes in the Work. Except for the items of cost specified in such provisions, the Contractor shall receive no compensation for any other cost, damage or delay due to the presence of such obstacle. If the Contractor fails to give the notice specified above and thereafter acts without instructions, then he shall be liable for any or all damage to such installations or other work of the Contract which arises from its operations subsequent to discovery thereof, and he shall repair and make good such damage at its own cost.

4. If the Contract requires excavation or other work to a stated limit of elevation beneath the surface, and if, during the course of the Work, the Engineer orders a change of depth or dimension of such subsurface work due to discovery of unsuitable bearing material, or for any other cause, then adjustment in the Contract price for such change will be made in accordance with the provisions hereof relating to changes in the Work. Except for the items of cost specified herein, the Contractor shall receive no compensation for any other cost, damage or delay due to the presence of such unsuitable bearing material or other obstruction.

4-1.09. DIFFERING SITE CONDITIONS (23 CFR 635.109)

4-1.09A. **General**

Reserved

4-1.09B. Contractor's Notification

Contractor shall promptly notify the Engineer if Contractor finds either of the following conditions:

1. Physical conditions differing materially from either of the following:

    A. Contract documents

    B. Job site examination

2. Physical conditions of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the Contract.

Contractor shall include details explaining the information it relied upon and the material differences that it discovered.

If Contractor fails to promptly notify the Engineer, Contractor waives its claim of a differing site condition for the period between its discovery of the differing site condition and its notification to the Engineer.

If Contractor disturbs the site after discovery and before the Engineer's investigation, Contractor waives the differing-site-condition claim.

4-1.09C. Engineer's Investigation and Decision

Upon Contractor’s notification, the Engineer will investigate the job site conditions and:

1. Notifies Contractor whether to resume affected work
2. Decides whether the condition differs materially and is cause for an adjustment of time, payment, or both.

4-1.10. OMITTED

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5. CONTROL OF WORK

5-1.01. AUTHORITY OF THE ENGINEER

The Engineer shall decide all questions that may arise as to the quality or acceptability of materials furnished and work performed, and as to the manner of performance and rate of progress of the Work; all questions that may arise as to the interpretation of the Drawings and Specifications; all questions as to the acceptable fulfillment of the Contract on the part of the Contractor; and all questions as to compensation. The Engineer's decision shall be final and the Engineer shall have authority to enforce and implement such decisions and orders that the Contractor fails to carry out promptly.

5-1.02. PROTESTS

Contractor may protest an Engineer's decision by submitting an RFI.

5-1.03. ORDER OF PRECEDENCE AND INTERPRETATION

Information included in one Contract Document but not in another will not be considered a conflict or inconsistency. Unless otherwise specified in the Special Conditions, in case of any conflict or inconsistency among the Contract Documents, the following order of precedence will apply, beginning from highest to lowest, with the most recent version taking precedent over an earlier version:

1. Change Orders;
2. Bid Addenda;
3. Contract Form;
4. Federal Contract Requirements (if applicable);
5. Insurance Addendum
6. Special/Technical Provisions or Conditions;
7. Project Plans;
8. General Provisions or Conditions;
9. Revised Standard Plans;
10. Standard Plans;
11. PLACs/Supplemental Project Information;
12. Notice Inviting Bids;
13. Instructions to Bidders;
14. Contractor's Bid Proposal and attachments;
15. Any generic documents prepared by and on behalf of a third party, that were not prepared specifically for this Project, such as the Caltrans Standard Specifications or Caltrans Special Provisions

When interpreting the Contract Documents, the following rules of construction apply:

1. Written numbers and notes on a drawing govern over graphics.
2. Detail drawing governs over a general drawing.
3. Specific specification governs over a general specification.
4. Specification in a section governs over a specification referenced by that section.

5-1.04. AUTHORITY AND DUTIES OF INSPECTORS

1. Duly authorized Inspectors, who shall perform their duties under the direction of the Engineer, may be assigned to the Project or each part thereof. The presence of an Inspector shall in no way lessen the responsibility of the Contractor. In case any dispute arises between the Contractor and an Inspector as to materials furnished or the manner of performing work, the Inspector shall have authority to reject materials or suspend the work until the questions at issue can be referred to, and decided by, the Engineer. The Inspector is not authorized to revoke, alter, enlarge, relax or release any requirement of these General Conditions, nor to approve or accept any portion of the Work, nor to issue instructions contrary to the Drawings and Specifications.

2. Exceptions to the foregoing apply to:

    A. Any Inspector from the Building Inspection Division of the Marin County Community Development Agency, or from a local municipality having jurisdiction, who shall have full authority to make and enforce decisions regarding compliance with construction codes.
    B. The Marin County Fire Marshal, or the fire marshal from the local municipality having jurisdiction, who shall have full authority to make and enforce decisions regarding compliance with fire safety requirements.
    C. Any Inspector from the Marin County Division of Environmental Health, who shall have full authority to make and enforce decisions regarding health and sanitation requirements, where applicable.
    D. The Architect, if any, or the representative, who shall have full authority commensurate with that of the Engineer.

5-1.05. SUPERINTENDENCE

The Contractor shall, at all times, have a competent and experienced Superintendent as an agent on the Project, who shall be present at the job site during active construction. The Superintendent shall be in charge of the Work, shall be capable of reading and thoroughly understanding the Drawings and Specifications, and shall have full authority to execute the orders or directions of the Engineer without delay and to promptly furnish such labor, materials, equipment, tools and incidentals as may be required. Such Superintendent shall be provided irrespective of the amount of work sublet.

5-1.06. WORKMANSHIP

1. The Contractor shall provide all skilled workers necessary to properly fabricate, transport, erect, apply and install the Work to the highest trade standards.

2. The Contractor shall be responsible for verifying all dimensions and elevations at the Site:

    A. The Contractor shall check all dimensions and grades as the layout progresses, between the various Drawings and trades, and as indicated by the Specifications. The Contractor shall call any conflicts to the attention of the Engineer prior to proceeding with construction.

    B. The Contractor shall coordinate, schedule and sequence the operations so as to permit suitable construction and protect existing or new improvements from any damage.

3. The Contractor shall support plumb, rigid and true to line all work furnished. The Contractor shall study thoroughly all available drawings and catalog data to determine how the material is to be supported, mounted or suspended, and shall provide all bolts, inserts, structural shapes, brackets and accessories necessary for proper support.

4. All attachments, connections, fastenings and inserts of any nature shall be properly and permanently secured in conformance with the best practice, and the Contractor is responsible for providing them according to these conditions. The Drawings show only special conditions to assist the Contractor; they do not illustrate every such detail.

5. Finished work shall be firm, well anchored, in true alignment, plumb, level, of smooth, clean appearance, without waves, distortions, holes, marks, cracks, stains or discoloration. Jointings shall be close fitting, neat and well scribed. Finished work shall have no exposed unsightly anchors or fastening, and shall not present hazardous, unsafe or unfinished protrusions, offsets, burrs, raw edges or sharp corners. All work shall have provisions for expansion, contraction and shrinkage as necessary to prevent cracks, buckling and warping.

6. No work defective in construction or quality, or deficient in any requirement of the Drawings and Specifications will be acceptable as a consequence of the County’s failure to discover or to point out such defects or deficiencies during construction; nor will the presence of Inspectors on the Work relieve the Contractor from responsibility for securing the quality and progress thereof as required by the Contract.

7. The intent of the Contract is to achieve a finished, workmanlike job, complete in all respects. Anything reasonably implied or intended to accomplish this end shall be furnished and installed.

5-1.07. INTERPRETATION OF DRAWINGS AND SPECIFICATIONS

1. The Drawings, Specifications, and all authorized supplements thereto are essential parts of the Contract, and a requirement occurring in one is as binding as though occurring in all. They are intended to be cooperative and to describe and provide for a complete Work.

2. Should it appear that the work to be done, or any of the matters relative thereto, is not sufficiently detailed or explained in the Drawings or Specifications, the Contractor shall apply to the Engineer for such further explanations as the Contractor deems necessary, and shall conform to the same as part of the Contract so far as may be consistent with the original documents. Any doubt or question arising respecting the true meaning and intent of the Drawings or Specifications shall be referred to the Engineer, whose decision thereon shall be final.

3. In the event of any discrepancy between a drawing and the figures written thereon, the figures shall be taken as correct.

4. The Contractor shall perform any part of the Work which is not mentioned in the Specifications, but is shown on the Drawings, or any part not shown on the Drawings but described in the Specifications.

5. The Contractor will be supplied with all necessary copies of the Drawings and Specifications, and shall have available one (1) updated set on the Site at all times in order to facilitate the progress of the Work.

6. The Plans and Specifications included in the Contract Documents are complementary. If Work is shown on one but not on the other, Contractor must perform the Work as though fully described on both, consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results. The Plans and Specifications are deemed to include and require everything necessary and reasonably incidental to completion of the Work, whether or not particularly mentioned or shown. Contractor must perform all Work and services and supply all things reasonably related to and inferable from the Contract Documents. Any arrangement or division of the Plans and Specifications into sections is for convenience and is not intended to limit the Work required by separate trades. A conclusion presented in the Plans or Specifications is only a recommendation. Actual locations and depths must be determined by Contractor’s field investigation. Contractor may request access to underlying or background information in County’s possession that is necessary for Contractor to form its own conclusions.

5-1.08. CONFORMANCE WITH DRAWINGS

Finished surfaces shall conform with the plans, elevations, sections, details and dimensions shown on the approved Drawings. Deviations from the Drawings, if required by the exigencies of construction will, in all cases, be determined by the Engineer and authorized in writing.

5-1.09. DRAWING ALTERATIONS

All authorized alterations affecting the requirements and information given on the approved Drawings shall be in writing. No changes shall be made in any plan or drawing after the Engineer has approved the same, except by written direction. Where, at any time, reference is made to the "Drawings", such shall be deemed the approved Drawings as modified by all authorized alterations then in effect.

5-1.10. ALTERNATE CONNECTIONS

Where material requiring different arrangements or connections from that shown is approved, it shall be the responsibility of the Contractor to install the material properly and in harmony with the intent of the Drawings and Specifications. The Contractor shall submit drawings showing the proposed installation for approval prior to fabrication.

5-1.11. MANUFACTURER'S INSTRUCTIONS

Where the Specifications require that such items as materials, products or processes are to be installed or applied in accordance with the manufacturer's instructions, directions or specifications, or words to this effect, it shall be construed to mean that said application or installation shall be in strict accordance with printed instructions furnished by the manufacturer of the item concerned for use under conditions similar to those at the Job Site.

5-1.12. OMITTED

5-1.13. RESERVED

5-1.14. COORDINATION AND COOPERATION

1. Where the Work is being performed in an occupied facility, close coordination and cooperation between the Owner and the Contractor will be of the greatest importance so as to keep interference the normal routine to an absolute minimum. It shall be the Contractor's responsibility to obtain prior approval from the Engineer for the scheduling of any work that will result in unavoidable interference so that arrangements can be made to maintain the necessary level of operations.
2. The Contractor shall be responsible for the scheduling of all work.
3. The Contractor and its Subcontractors shall coordinate their work and shall cooperate so as to facilitate the general progress thereof. Each trade shall afford the other trades every reasonable opportunity for the installation of their work and the storage of their materials and equipment.
4. The Contractor and its Subcontractors shall carefully check their respective work and reach clear understanding as to the items furnished by each and their sequence of placement.

5-1.15. ACCIDENT PREVENTION

The Contractor shall exercise appropriate precautions at all times for the protection of persons (including the Contractor's employees) and property. The Contractor shall install adequate safety guards and protective devices for any and all equipment and machinery, whether used in the Work or installed as a part thereof. All care shall be employed to ensure that the work proceeds under

the highest standards of safety and prudence, and in compliance with all applicable laws relating to safety precautions.

5-1.16. FIRE CONTROL

1. No open fires will be permitted on the Site.

2. Approved and sufficient fire extinguishing equipment must be provided at each location of the Work whenever torch-cutting, welding or other fire hazardous operations are in progress.

5-1.17. CLEANLINESS

1. At the conclusion of each day's work, all loose material and equipment shall be stored as hereinafter provided, and all debris shall be cleaned up and removed from the Site.

2. Where the Work is being performed in an occupied facility, the Contractor shall exercise strict cleanliness control whenever engaged in saw-cutting operations, gypsum board topping and sanding, plastering or similar dust or "mud" producing work. Excessively drifting dust or the tracking of dust or "mud" within the building will not be permitted.

3. The building and grounds shall be kept clean at all times. After completion of the Contract and before receiving the final payment, the Contractor shall have all parts of the Site cleaned wherever such cleaning is needed as a result of work performed on the Project.

4. In areas visible to the public, maintain neatness by:

    A. If practicable, dispose of debris removed during clearing and grubbing concurrently with its removal. If stockpiling is necessary, dispose of debris weekly.
    B. Furnish trash bins for construction debris. Place the debris in trash bins daily.
    C. For falsework to be reused, stack the forms neatly and concurrently with their removal.

5-1.18. NOISE CONTROL

1. All internal combustion engines employed on the Project shall be equipped with approved mufflers.

2. Where the Work is being performed in an occupied facility, the Contractor's employees shall conduct themselves in a quiet and considerate manner. No radios or boisterous activity will be permitted, and all unnecessary noise shall be kept to a minimum.

5-1.19. UTILITIES

1. Water and electric power may be taken without charge from building systems within the limitations of existing County facilities that do not have tenants utilizing the same metered power. Connections and distribution shall be by the Contractor.

2. Anticipate water shortage mitigations measures being in place during this project. Contractor shall use recycled water when required by the water districts and shall ensure that the recycled water will not be used where not permitted by the Regional Water Quality Control Board. Contractors shall know and comply with all mandatory water conservation requirements and drought water waste prohibitions as applicable to this project and as required by law.

5-1.20. SANITARY CONVENIENCES

1. Necessary sanitary facilities for the use of workers on the Project, properly secluded from public observation to the extent that it is feasible and practical and in compliance with health ordinances and laws, shall be constructed and maintained in an approved manner by the Contractor, and their use shall be strictly enforced.

2. Where the Work is being performed in an occupied facility, the public toilets or, where authorized, the Contractor's personnel therein may use the staff toilets. All restrooms so used shall be maintained in a clean and sanitary condition with respect to such use.

5-1.21. OBSTRUCTIONS

1. No material or other obstruction shall be placed within fifteen (15) feet of fire hydrants, which must be at all times readily accessible to the Fire Department.

2. The Contractor shall observe all ordinances and laws in relation to the obstruction of streets, sidewalks and driveways, keeping open passageways and protecting public property.

3. Where the completion of the Work requires their removal, the Contractor shall remove and dispose of all structures, debris or other obstructions encountered making the improvement.

5-1.22. PRESERVATION OF MONUMENTS

When engaged in site work, the Contractor shall carefully preserve all bench marks, reference points and stakes. In case of willful or careless destruction, he will be charged with the entire cost of replacing them, and shall be responsible for any mistakes that may be caused by their unnecessary loss or disturbance. Monuments which have to be removed shall not be disturbed until authorized by the Engineer.

5-1.23. PATCHING AND REPAIRS

1. Repaired areas, and areas adjacent that are damaged due to repairs (demolition and/or construction), shall have their finishes extended so as to restore their surfaces.

2. The portions of the Site upon which work is not being done under the Contract shall be accepted by the Contractor in their existing condition, and any damage or breakage caused by the furnishing, transporting or installing of materials or equipment, or by alterations, shall be repaired or replaced by the Contractor without any expense to the County.

5-1.24. INSPECTION

1. The Contractor shall, at all times, permit the Engineer and authorized agents to visit and inspect the Work or any part thereof. The Contractor shall maintain proper facilities and provide safe access for such inspection to all parts of the Work, and to the shops where the Work is in preparation.

2. Where the Contract requires work to be tested by the Contractor, it shall not be covered up until inspected and approved by the County. The Contractor shall be solely responsible for notifying the Engineer where and when such work is in readiness for inspection and testing.

3. Whenever the Contractor intends to perform work on Saturday, Sunday or a legal holiday, the Contractor shall give notice to the Engineer of such intention 24 hours prior to performing such work, or such longer period as may be specified, so that the County may make the necessary arrangements.

    A. Reference is made to Section 7 herein, for additional stipulations with regard to out-of-hours work.

5-1.25. DEFECTIVE OR UNAUTHORIZED WORK OR MATERIALS

1. All work or materials that are defective in construction or deficient in any of the requirements of the Specifications shall, upon demand by the County, be remedied, or removed and replaced by the Contractor in an acceptable manner, and no compensation will be allowed for such correction.

2. Upon the failure of the Contractor to comply forthwith with any order of the Engineer made under the provisions of this Section, the Engineer shall have the authority to cause defective work or materials to be remedied, or removed and replaced, and unauthorized work to be removed, and to deduct the costs thereof from any monies due or to become due the Contractor.

5-1.26. RESERVED

5-1.27. FINAL INSPECTION

Whenever the work provided and contemplated by the Contract shall have been satisfactorily completed and the final cleaning up performed, and the Contractor so notifies the Engineer, the Engineer shall make the final inspection.

5-1.28. ASSIGNMENT

The performance of the Contract or any Contract part may be assigned only with prior written consent from the Department. To request consent, submit a Contractor Action Request - Assignment of Contract Performance form. The Department does not consent to any requested assignment that would relieve the Contractor or its surety of the responsibility to complete the work or any part of the work.

If Contractor assigns the right to receive Contract payments, the Department accepts the assignment upon the Engineer's receipt of a Contractor Action Request - Assignment of Contract Monies, Assignee Change of Name/Address form. Assigned payments remain subject to deductions and withholds described in the Contract. The Department may use withheld payments for work completion whether the payments are assigned or not.

5-1.29. SUBCONTRACTING

5-1.29A. General

No subcontract releases the Contractor from the Contract or relieves the Contractor of its responsibility for a subcontractor's work.

Use of subcontractors is pursuant to Public Contract Code § 4100, et seq.

Each subcontract must comply with the Contract.

The Department encourages the Contractor to include a dispute resolution process in each subcontract. Each subcontractor must have an active and valid:

1. State contractor license with a classification appropriate for the work to be performed (Bus & Prof Code § 7000 et seq.)
2. Public works contractor registration number with the Department of Industrial Relations

Contractor shall submit copies of subcontracts upon request.

Upon request, Contractor shall immediately remove and do not again use a subcontractor who fails to satisfactorily prosecute the work, subject to the provisions of Public Contract Code § 4107.

5-1.29B. Omitted

5-1.29C. Reserved

5-1.29D. Reserved

5-1.29E. Prompt Payment

The County shall hold retainage from the prime contractor and shall make prompt and regular incremental acceptances of portions, as determined by the Department of the contract work and pay retainage to the prime contractor based on these acceptances. The prime contractor or subcontractor shall return all monies withheld in retention from all subcontractors within seven (7) days for construction contracts after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the agency. Any delay or postponement of payment may take place only for good cause and with the Department’s prior written approval. Any violation of these provisions shall subject the violating prime contractor or subcontractor to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies otherwise available to the

contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor; deficient subcontractor performance and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

Contractor shall pay its subcontractors within seven (7) days of receipt of each progress payment under Section 7108.5 of the California Business and Professions Code. Contractor shall pay duly authorized motor carriers of property in dump trucks for transportation charges as set forth in Section 7108.6 of the California Business and Professions Code. Contractor shall pay other entities, such as material suppliers, within thirty (30) days of receipt of each progress payment.

If a subcontractor's or other entity's work is in dispute, Contractor shall provide a written withhold notification to the subcontractor or entity and the Engineer no later than seven (7) days after receipt of the corresponding progress payment that includes the following:

1. Value of the disputed work
2. Amount of the withhold being taken
3. Bid item numbers or change order numbers associated with the disputed work
4. Explanation of the deficiencies of the disputed work and how the corresponding value was calculated
5. Corrective actions to be taken for release of withheld amount

The Department may request additional documentation from Contractor to evaluate whether it applied the withhold in good faith. Contractor shall submit requested documents within ten (10) days of receipt of request.

The Department may withhold the same amount of Contractor's withhold from a future progress pay estimate if the Department determines any of the following has occurred:

1. Withhold was not applied in good faith
2. Requested additional withhold documentation records were not provided
3. Payment information was not submitted through the prompt payment monitoring system
4. Required withhold notification was not provided

The Department may also apply a 2 percent penalty on the withhold amount for every month payment is not made.

5-1.30. OMITTED

5-1.31. OMITTED

5-1.32. CHARACTER OF WORKERS

Contractor and its Subcontractors must employ only competent and skillful personnel to perform the Work. Contractor and its Subcontractors' supervisors, security or safety personnel, and employees who have unescorted access to the Project site must possess proficiency in English sufficient to read, understand, receive, and implement oral or written communications or instructions relating to their respective job functions, including safety and security requirements. Upon written notification from the Engineer, Contractor and its Subcontractors must immediately

remove from work on this Contract any personnel who are incompetent, disorderly, disruptive, threatening, abusive, or profane, or otherwise refuse or fail to comply with the requirements of the Contract Documents or Laws, including Laws pertaining to health and safety. Any such removed personnel may not be re-employed on work under this Contract or permitted on the Project in any capacity without County's prior written consent.

5-1.33. COORDINATION WITH OTHER ENTITIES

5-1.33A. General

Other entities may perform work at or near the job site and material sources at any time. Contractor shall coordinate activities to avoid delays.

Each contractor or other entity performing work at or near the job or material site is responsible to the other for damage to work, persons, or property and for costs due to unnecessary delays.

During the progress of the work under this Contract, work under the following contracts may be in progress at or near the job site of this Contract:

Coincident or Adjacent Contracts

Contract no.	County–Route–Post Mile	Location	Type of work

Contractor shall coordinate lane closures and traffic handling with the Engineer and with contractors of coincident or adjacent projects. Potential conflicts may not be limited to the contracts listed above.

5-1.33B. Permits, Licenses, Agreements, and Certifications ("PLACs")

1. General

Contractor shall comply with PLACs. The Department makes PLAC changes under section 4. Maintain a copy of each PLAC at the job site.

2. Before Award

To make a change to a PLAC made available to Contractor before award, submit the proposed change. The Department sends the proposed change to the appropriate authority for consideration.

3. After Award

Contractor shall confirm with the Engineer which after-award PLACs are obtained by the Department and which are obtained by the Contractor.

To make a change to an after-award PLAC obtained by the Department, Contractor shall submit the proposed change. The Department sends the proposed change to the appropriate authority for consideration.

Contractor shall obtain those PLACs to be issued to it and pay the fees and costs associated with obtaining them. Contractor shall submit copies of Contractor-obtained after-award PLACs.

5-1.33C. Contractor–Property Owner Agreement

Before procuring material from or disposing of material on non-County property, Contractor shall:

1. Submit a written agreement from the property owner, using the form provided by the County, which will include provisions:

    A. For the use of the property

    B. Absolving the County from responsibility in connection with the disposal of materials

2. Obtain authorization from the County

Before Contract acceptance, Contractor shall submit a Contractor-Property Owner Agreement that complies with this provision.

5-1.33D. Railroad Relations

If the Contract includes an agreement with a railroad company, the Department will make the provisions of the agreement available in the Information Handout in the document titled "Railroad Relations and Insurance Requirements." Contractor shall comply with the requirements in the document.

5-1.33E. Occupied Improvements within the Right-of-Way

Occupied improvements are within the right-of-way at:

NONE

These improvements will be vacated and removed by *Not Applicable*.

Do not take any action that will result in unnecessary inconvenience or disproportionate injury to or that is coercive in nature to the occupants of the improvements.

5-1.33F. Omitted

5-1.33G. Omitted

5-1.33H. Omitted

5-1.34. SUBMITTALS

5-1.34A. General

Section 5-1.34A includes specifications for action and informational submittals. Any submittal not specified as an informational submittal is an action submittal. Contractor shall submit action and informational submittals to the Engineer.

Each sheet of a submittal must include:

1. Project number (i.e. 41C25XX)
2. Project name
3. Submittal number
4. Building address or Street name, if applicable

All submittals shall be made within a period which will cause no delay in the Work. The Contractor shall allow reasonable time for review by the Engineer.

The submittals shall be clear and legible prints which shall indicate completely the materials, articles, equipment and work to be done; the actual details of all manufactured or fabricated items; the proper relation to adjoining and kindred work; and shall amplify design details of mechanical, electrical and other equipment in logical relation to physical spaces in the structure. All submittals shall be accessible in conformance with digital accessibility and design accessibility laws and regulations.

Submittals are defined as fabrication, erection, roughing-in and setting drawings; wiring and control diagrams; schedules and lists of materials and equipment; descriptive literature, catalogs, brochures, pamphlets and cuts; performance and test data; part lists, maintenance and operating instructions; and other descriptive data pertaining to materials, equipment and methods of construction as required to clearly delineate the Work. The Engineer may require the Contractor to provide additional specific data or information where particular items of work are not fully or clearly described in the submittals.

The Engineer will review all submittals for conformity with design requirements only, noting thereon any necessary corrections. Notwithstanding approval thereof, the Contractor shall remain responsible for its own errors contained in such submittals and for full compliance with all requirements of the Contract, including, without limitation, the accuracy of quantities and dimensions, the quality of the Work, conformance to actual conditions in the Work, and coordination and fit of its work with all other work. The Engineer’s approval of the submittals does not constitute approval of any detail thereof which is in conflict with the Drawings or Specifications unless there is specific written authorization therefor.

The Department may reject a submittal if it has any error or omission.

If the last day for submitting a document falls on a Saturday, Sunday, or holiday, it may be submitted on the next business day with the same effect as if it had been submitted on the day specified.

Convert foreign language documents to English and US customary units.

5-1.34B. Action Submittals

1. General

Contractor shall maintain a sequential list of action submittals except for samples, test samples, and material sources. With each individual submittal, submit a copy of the updated list.

Contractor shall submit an action submittal before the start of the affected work to allow for review and corrections without work delays.

Except for test samples, Contractor shall obtain the Department's authorization for action submittals before performing work based on them.

Except for shop drawings and test samples, Contractor shall allow fifteen (15) days for review.

For action submittals requiring railroad review, Contractor shall allow sixty-five (65) days for review unless otherwise specified. For a revised action submittal, Contractor shall allow the same number of days for review as for the original submittal.

The time allowed for the review of an action submittal starts when the Department receives the submittal. Contractor shall not change the scope of work on revised submittals.

The Department's authorization of an action submittal does not void any Contract part.

2. Shop Drawings

a. General

Unless noted otherwise in the Specifications, the Contractor is allowed to submit shop drawings on paper. If the paper option is chosen, then the contractor is to submit to the Engineer five (5) sets of Shop Drawings and other descriptive data for all work for which submittals are specifically required, three (3) marked sets of which will be returned to the Contractor. All submittals shall be fully identified as to project, agency, location, work order and contract numbers, and the Contractor’s business name.

Contractor shall submit shop drawings as specified and as otherwise required to control the work. Each drawing and calculation sheet must be in black ink and sequentially numbered. Each drawing sheet, if not submitted electronically, must:

1. Be 11 by 17 inches

2. Be on a minimum of 20-lb paper

3. Have text of a minimum nominal height of 5/32 inch

Each calculation sheet, if not submitted electronically must:

1. Be 8-1/2 by 11 inches

2. Have text of a minimum 12-point font

Paper submittals text and graphics must be legible for photocopying and reduction.

Calculations must demonstrate the design adequacy. Calculations specified as independently checked must be sealed and signed by an engineer who is registered as a civil engineer in the State and who did not seal and sign the drawings.

Allow up to **ten (10) working days** for the review.

If multiple Shop Drawing sets are submitted simultaneously or an additional set is submitted before the review of a previously submitted set is complete, designate the sequence that the sets are to be reviewed. Allow the review time specified plus fifteen (15) days for each additional set. A set consists of 40 or fewer sheets.

If drawings require corrections, the Department:

1. Describes the deficiencies

2. Stamps the drawings with the date that the review stopped

3. Returns the drawings

The drawings shall: show the set revision number; uniquely number each revised detail; show the number in an inverted triangle near the revised portion of the detail; in a legend, describe and date the revision.

Upon completion of review, the Department will return one(1) copy that shows the authorized date.

To make a change to an authorized drawing, Contractor must submit it as specified for a new submittal and note the changes. Upon the completion of work shown on the drawings, Contractor shall submit electronic copies of as-built drawings.

When specifically directed by the Engineer, the Contractor shall resubmit such Shop Drawings and descriptive data as may be required, and shall continue such directed resubmission until approval is obtained.

Drawings shall include an index of the sheet numbers and titles on the first sheet for each structure. Drawings must be arranged in the drawing-number order shown in the index.

b. Electronic Shop Drawings

If specified, electronic shop drawing and calculation sheet submittals shall be emailed to: Kelsey.Vyrvich@marincounty.gov.

Contractor shall submit a PDF file in a resolution of at least 300 dpi. Each PDF email attachment must not exceed 25 MB in size. The email message must not exceed 50 MB in size. All submittals shall be accessible in conformance to digital accessibility and design accessibility laws and regulations.

The subject line of the email must contain:

1. The words "Shop Drawing Submittal"
2. Project number
3. Bid item number (if applicable)
4. Facility Address or Street Name, when applicable
5. Submittal number

In the email for each PDF file, list the number of pages.

If separate emails are needed to accommodate large files, indicate the total number of e-mails included in the submittal.

For each PDF file, use the following naming convention:

1. For shop drawings (SD):

    SD_Project number_ Bid item number(if applicable)_Submittal e-mail number Example: 41C25XX_54-0001_123_1_of_<<Total Number>>.PDF

2. For calculations (CALC):

    CALC_Project number_Bid item number(if applicable)_Submittal e-mail number Example: CALC_41C25XX-0001_123_1_of_<<Total Number>>.PDF

Calculations must demonstrate the design adequacy. Calculations specified as independently checked must be sealed and signed by an engineer who is registered as a civil engineer in the State and who did not seal and sign the drawings.

Allow up to twenty (20) days for the review.

If multiple Shop Drawing sets are submitted simultaneously or an additional set is submitted before the review of a previously submitted set is complete, designate the sequence that the sets are to be reviewed. Allow the review time specified plus 15 days for each additional set. A set consists of 40 or fewer sheets.

If drawings require corrections, the Department:

1. Describes the deficiencies
2. Stamps the drawings with the date that the review stopped
3. Returns the drawings

The drawings shall: show the set revision number; uniquely number each revised detail; show the number in an inverted triangle near the revised portion of the detail; in a legend, describe and date the revision.

To make a change to an authorized drawing, Contractor must submit it as specified for a new submittal and note the changes. Upon the completion of work shown on the drawings, Contractor shall submit electronic copies of as-built drawings.

When specifically directed by the Engineer, the Contractor shall resubmit such Shop Drawings and descriptive data as may be required, and shall continue such directed resubmission until approval is obtained.

Drawings shall include an index of the sheet numbers and titles on the first sheet for each structure. Drawings must be arranged in the drawing-number order shown in the index.

After submitting the electronic files, Contractor shall send a notification of the electronic submittal to the Engineer and include the names of the submitted files.

Upon completion of review, the Department will return one (1) electronic copy with the date of authorization.

5-1.34C. Informational Submittals

Informational submittals include:

1. Certificates of compliance
2. Manufacturer's instructions not associated with drawing submittals
3. Notifications
4. PLACs
5. Subcontracts
6. QC test data, QC test results, and QC evaluation reports

5-1.35. CONSTRUCTION SURVEYS

Construction stakes will be provided by the County.

Contractor shall submit the staking requests and allow the surveyor ten (10) working days to provide the staking.

Any undue destruction of stakes by the Contractor shall constitute cause to hold the Contractor liable for the cost of re-staking, said cost to be paid for by the Contractor and will be reimbursed to the County by deductive change order.

The price paid to utilize, maintain, and protect staking and elevation benchmarks at the site shall be considered as included in various bid items and no separate payment shall be made.

5-1.35A. Omitted

5-1.35B. **Omitted**

5-1.36. AUTOMATED MACHINE GUIDANCE

5-1.36A. **General**

The Contractor may use automated machine guidance (AMG) if the AMG meets or exceeds the staking tolerances described in section 12.5, "Typical Department-Furnished Construction Stakes," of the Caltrans Surveys Manual.

The Contractor is responsible for determining whether the work and site conditions are practical for AMG use.

Contractor shall furnish a global navigation satellite system (GNSS) rover compatible with its GNSS base station or the GNSS correction service it subscribes to. The Department will return the GNSS rover upon work completion. This is change order work.

At the preconstruction conference, Contractor shall be prepared to discuss survey control points, site and equipment calibration, inspection methods, conflict resolution, and staking.

5-1.36B. **Definitions**

automated machine guidance or AMG: Technology that uses positioning devices, singly or in combination, such as global navigation satellite systems (GNSS), total stations, or rotating laser levels, to determine and control the real-time position of construction equipment using onboard computer equipment.

California Coordinate System of 1983 (CCS83): CCS83 as defined in Public Resources Code § 8801.

digital construction model: Three-dimensional model used by the Contractor's AMG equipment.

digital design model: Three-dimensional model consisting of roadway design alignments, profiles, and cross sections representing the finished grade.

digital terrain model: Three-dimensional model representing the original ground before job site activities start.

global navigation satellite system: Satellite system used to pinpoint the geographic location of a user's receiver anywhere in the world. Two GNSS systems are in operation: the US GPS and the Russian Federation's GLONASS. Each of the GNSS systems uses a constellation of orbiting satellites working in conjunction with a network of ground stations.

GNSS base station: Single ground-based system consisting of a GNSS receiver, antenna, and telemetry equipment that provides differential GNSS correction signals to other GNSS receivers or rovers. Multiple base stations can be combined into a GNSS network.

GNSS correction service subscription: Subscription service to receive differential GNSS correction signals for higher accuracy GNSS positioning without the need of a GNSS base station. Signals are normally received via cellular wireless data services.

GNSS rover: Portable GNSS antenna, receiver, rod, and data collector with telemetry equipment for real-time point measurements.

grid: Cartesian coordinate system of Northing (y) and Easting (x) coordinates using CCS83.

robotic total station: Survey instrument capable of tracking an optical target and providing real-time coordinates of the target to the equipment operator and AMG equipment. A robotic total station unit can provide AMG if site conditions do not allow GNSS receivers to be used and if a higher accuracy is required than the GNSS provides.

site calibration or localization: Process that establishes the relationship between the observed control point coordinates and the site coordinate system, which is usually grid. The term applies to both GNSS and robotic total station equipment.

5-1.36C. Electronic Files

Electronic design files include:

1. CADD files in AutoCAD/Civil 3D format containing:
    A. Survey points
    B. Design alignments and profiles
    C. Digital terrain model (if available)
    D. Geometric Linework of proposed improvements
    E. Topographic Mapping
    F. Right of Way Mapping
2. Cross sections in 2-D AutoCAD/Civil 3D and PDF format.

The Department will make electronic design files available as supplemental project information.

Contractor shall convert the electronic design files to a format compatible with its AMG system. Manipulation of the electronic design files is at Contractor’s own risk.

Digital design model information may not exist for contour grading and some drainage areas.

The Department will provide Contractor with updated electronic data whenever the Engineer determines a plan change materially affects the finished grade.

5-1.37. GRADE QUALITY CONTROL

Contractor shall use a global navigation satellite system (GNSS) rover, robotic total station equipment, or a level to check the grades at the frequencies shown in the following table:

Grade Checking Requirements

Type of work	Area or distance represented by the grade checking	Frequency (number of grade points)
Earthwork for cut and fill slopes ≤15 feet	200 feet	2
Earthwork for cut and fill slopes >15 feet	1,000 sq yd	1
Rough grading	1,000 sq yd	1
Trenching	100 feet	6
Subgrade	1 mi	30
Subbase layer	1 mi	50
Base layer	1 mi	100
Curb and gutter	100 feet	6
Concrete barrier	100 feet	5
Finishing roadway	1,000 sq yd	2

Contractor shall increase the frequency of grade checking of a roadway:

1. Wherever its curve radius is 500 feet or less
2. In areas of a superelevation transition
3. At intersections

Contractor shall notify the Engineer when an area is ready for line and grade inspection. Contractor shall submit the grade checking results on a Grade Checking Report form as an informational submittal.

5-1.38. RESERVED

5-1.39. RECORDS

5-1.39A. Construction Records

Contractor shall maintain up-to-date, thorough, legible, and dated daily job reports, which document all significant activity on the Project for each day that Work is performed on the Project. The daily report for each day must include the number of workers at the Project site; equipment used; primary Work activities; major deliveries; problems encountered, including injuries, if any; weather and site conditions; and delays, if any. Contractor shall take date and time-stamped photographs to document general progress of the Project, including site conditions prior to construction activities, before and after photographs at offset trench laterals, existing improvements and utilities, damage and restoration. Contractor shall maintain a red-line markup of the project plans, notating all deviations from the original plan. Contractor shall maintain copies of all subcontracts, Project-related correspondence with Subcontractors, and records of meetings with Subcontractors. Upon request by the County, Contractor shall permit review of and/or provide copies of any of these construction records.

5-1.39B. Record Retention

Contractor shall project records from bid preparation through:

1. Final payment
2. Resolution of claims, if any

For at least three (3) years after the later of final payment and resolution of any claims, Contractor shall retain cost records, including records of:

1. Bid preparation
2. Overhead
3. Payrolls
4. Payments to subcontractors and suppliers
5. Cost accounting

Contractor shall maintain the records in an organized way in the original format, electronic and hard copy, conducive to professional review and audit.

5-1.39C. Record Inspection, Copying, and Auditing

Contractor shall make its records available for inspection, copying, and auditing by the County and its designees for the same time frame specified under Section 5-1.39(B). The records of subcontractors and suppliers must be made available for inspection, copying, and auditing by the County and its designees for the same period. Before Contract acceptance, the County notifies the Contractor, subcontractor, or supplier five (5) business days before inspection, copying, or auditing.

If an audit is to start more than thirty (30) days after Contract acceptance, the County will notify the Contractor, subcontractor, or supplier of the date when the audit is to start.

5-1.39D. Cost Accounting Records

Contractor shall maintain cost accounting records for the project distinguishing between the following work cost categories:

1. Work performed based on bid item prices or lump sum amounts (dependent upon Contract)
2. Change order work other than extra work. Distinguish this work by:
    A. Bid item prices or lump sum amounts (dependent upon Contract)
    B. Force account
    C. Agreed price
3. Extra work. Distinguish extra work by:
    A. Bid item prices or lump sum amounts (dependent upon Contract)
    B. Force account
    C. Agreed price
    D. Specialist billing
4. Work performed under potential claim records
5. Overhead

6. Work performed by subcontractors, suppliers, owner-operators, and professional services

Cost accounting records must include:

1. Final cost code lists and definitions
2. Itemization of the materials used and copies of the corresponding vendors' invoices
3. Direct cost of labor
4. Equipment rental charges
5. Workers' certified payrolls
6. Equipment:
    A. Size
    B. Type
    C. Identification number
    D. Hours operated

5-1.39E. Change Order Bills

Contractor shall maintain separate records for change order work costs.

Contractor shall submit change order bills using the Department's Internet change order billing system. Change order bills, including those for subcontracted work, must be submitted by the 15th day of the month to be eligible for inclusion on the monthly progress payment. Contractor shall avoid undue delay in submitting change order bills.

The Contractor submitting and the Engineer authorizing a change-order bill using the Internet change-order billing system shall be the same as each party signing the bill.

The Department will provide billing system:

1. Training within thirty (30) days of request
2. Accounts and user identification to assigned representatives after a representative has received training

Each representative must maintain a unique password.

5-1.40. PROJECT SAFETY REVIEWS

Contractor’s assigned project safety representative must perform and document project safety reviews with the Engineer:

1. At least three (3) business days before the start of job site activities
2. Every other week after the start of job site activities and after any incident that results in serious injury, illness, or fatality to Contractor’s personnel, subcontractor's and supplier's personnel, and any other persons present at the job site at the request of Contractor or subcontractors
3. Submit project safety review documentation to the Engineer and correct deficiencies within three (3) business days from the day the project safety review is completed or sooner as directed by the Engineer

Upon Contract acceptance, Contractor's project safety representative must participate in a safety meeting with the Engineer.

5-1.41. JOB HAZARD ANALYSES

Contractor shall prepare a job hazard analysis for each work activity to be performed on the job site as required by 8 CA Code of Regs § 3203(a)(4) and 1511(b).

Contractor shall submit each job hazard analysis as an informational submittal. Each job hazard analysis must identify the following:

1. Work activity description
2. Existing and predictable hazards associated with the work activity
3. Hazard control measures, preventative, or corrective actions to be taken for the work activity

Contractor shall submit each job hazard analysis at least five (5) business days before the start of a work activity. During the project safety reviews required under Section 5-1.40, the submittal shall discuss job hazard analyses for active work activities and work activities planned to start within five (5) business days.

Contractor shall submit a revised job hazard analysis when equipment or methods change results in a change to the hazards previously identified. Contractor shall submit a revised job hazard analysis within one working day of the identified change.

5-1.42. NONCOMPLIANT AND UNAUTHORIZED WORK

Contractor shall correct or remove and replace work that (1) does not comply with the Contract, (2) is unauthorized, or (3) both. The Department does not pay for any of the following:

1. Corrective, removal, or replacement work
2. Unauthorized work

If ordered, Contractor shall submit a work plan for the corrective, removal, or replacement work.

If Contractor fails to comply promptly with an order under Section 5.1-30, the Department may correct, remove, or replace noncompliant or unauthorized work. The Department deducts the cost of this work.

5-1.43. RESERVED

5-1.44. AREAS FOR USE

Contractor may occupy the roadway only for purposes necessary to perform the work.

The Contractor is responsible for all staging and storage areas unless otherwise provided for in these contract documents or provided for by independent agreement

The Department does not allow temporary residences within the roadway.

Personal vehicles of Contractor's employees must not be parked on the traveled way or shoulders, including sections closed to traffic.

5-1.45. EQUIPMENT

Contractor shall legibly stencil or stamp at a clearly visible location on each piece of equipment except hand tools an identifying number and:

1. On compacting equipment, its make, model number, and empty gross weight that is either the manufacturer's rated weight or the scale weight
2. On meters and on the load-receiving element and indicators of each scale, the make, model, serial number, and manufacturer's rated capacity

Contractor shall submit a list describing each piece of equipment and its identifying number.

Upon request, Contractor shall submit the manufacturer's information that designates portable vehicle scale capacities.

For proportioning materials, Contractor shall use measuring devices, material plant controllers, and under supports complying with Section 9.

Measuring devices must be tested and approved under California Test 109 in the Department's presence by any of the following:

1. County Sealer of Weights and Measures
2. Scale Service Agency
3. Official of the Division of Measurement Standards

The indicator over-travel must be at least 1/3 of the loading travel. The indicators must be enclosed against moisture and dust.

Contractor shall group the measuring system dials such that the smallest increment for each indicator can be read from the location at which proportioning is controlled.

5-1.46. RESERVED

5-1.47. RESERVED

5-1.48. PROPERTY AND FACILITY PRESERVATION

5-1.48A. General

Contractor shall preserve and protect:

1. Highway improvements and facilities
2. Adjacent property
3. Waterways
4. ESAs

5. Lands administered by other agencies
6. Railroads and railroad equipment
7. Nonhighway facilities, including utilities
8. Survey monuments
9. Department's instrumentation
10. Temporary work
11. Roadside vegetation not to be removed

Contractor shall comply with Government Code § 4216 et seq. regarding protection of underground infrastructure. Contractor shall notify the Engineer at least three (3) business days before it contacts the regional notification center. Failure to contact the notification center prohibits excavation.

Contractor shall immediately report damage to the Engineer. If Contractor causes damage, it are responsible.

The Department may make a temporary repair to restore service to a damaged facility.

Contractor shall install suitable safeguards to preserve and protect facilities from damage.

Contractor shall install temporary facilities, such as sheet piling, cribbing, bulkheads, shores, or other supports, necessary to support existing facilities or to support material carrying the facilities.

5-1.48B. **Railroad Property**

If working on or adjacent to railroad property, Contractor shall not interfere with railroad operations.

For an excavation on or affecting railroad property, Contractor shall submit work plans showing the system to be used to protect the railroad facilities.

If the Contract does not include an agreement with a railroad company, Contractor shall not allow personnel or equipment on railroad property.

Contractor shall prevent material, equipment, and debris from falling onto railroad property.

5-1.48C. **Nonhighway Facilities**

1. General

Before starting work that could damage or interfere with underground infrastructure, Contractor shall locate the infrastructure described in the Contract, including laterals and other appurtenances, and determine the presence of other underground infrastructure inferred from visible facilities, such as buildings, meters, and junction boxes.

Underground infrastructure described in the Contract may be in different locations from those described, and additional infrastructure may exist.

Upon discovering an underground main or trunk line not described in the Contract, Contractor shall immediately notify the Engineer and the infrastructure owner. The Engineer will order the locating and protecting of the infrastructure. The locating and protecting is change order work. If ordered, Contractor shall repair infrastructure damage. If the damage is not due to Contractor's negligence, the repair is change order work.

Contractor shall immediately notify the Engineer of a delay due to the presence of main-line underground infrastructure not described in the Contract or in a substantially different location.

Contractor shall notify the Engineer if the infrastructure described in the Contract cannot be found. If after giving the notice, Contractor finds the infrastructure in a substantially different location from that described, finding the infrastructure is change order work.

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

2. Nonhighway Facility Protection

Contractor shall protect underground infrastructure per Government Code section 4216. Contact USA North at Phone Number 811 and follow the procedures specified in their Excavation Handbook:

https://usanorth811.org/images/pdfs/California-Handbook-2025.pdf

The utilities shown in the following table may interfere with the work and must be exposed or protected in place. Make arrangements with the utility owner (1) to conduct or witness all exposures or (2) to request temporary deactivation of the utility.

Utilities to Be Exposed and/or Protected in Place During Construction

Utility	Location
Fire Hydrant	NE Corner on Irving Dr
Drainage Inlet	NE Corner on Butterfield Rd

The utility information shown is incomplete. Utility location activities must be concurrent with construction activities. Make arrangements with the utility owners to coordinate activities.

The utility information is not shown. Utility location activities must be concurrent with construction activities. Make arrangements with the utility owners to coordinate activities. Do not use power-operated or power-driven excavation or boring equipment within 24 inches horizontally of the exterior surface of any subsurface facilities.

3. Nonhighway Facility Rearrangement

The Department may rearrange a nonhighway facility during the Contract. Rearrangement of a nonhighway facility includes installation, relocation, alteration, or removal of the facility.

The Department may authorize facility owners and their agents to enter the County property to perform rearrangement work for their facilities or to make connections or repairs to their property. Coordinate activities to avoid delays.

The utility owner will relocate a utility shown in the following table before the corresponding date shown:

Utility Relocation and Date of the Relocation

Utility	Location	Date

During the progress of the work under this Contract, the utility owner will relocate a utility shown in the following table within the corresponding number of working days shown. Notify the Engineer when the site is ready for utility work. After verifying the site is ready for utility work, the Engineer notifies the utility owner. The working days to relocate start on the notification date to the utility owner.

Utility Relocation and Department-Arranged Time for the Relocation

Utility	Location	Working days

Installation of the utilities shown in the following table requires coordination with Contractor's activities. Make the necessary arrangements with the utility company through the Engineer and submit a schedule:

1. Verified by a representative of the utility company
2. Allowing at least the time shown for the utility owner to complete its work

Utility Relocation and Contractor-Arranged Time for the Relocation

Utility	Utility address	Location	Working days
MMWD Access Cover	3 Irving Dr	NE Corner on Irving Dr	1

To allow pile driving, drilling activities, or substructure construction, the utility owner will rearrange the utilities shown in the following table during construction activities. No other utility will be rearranged or temporarily deactivated before or during construction activities for this purpose unless Contractor makes arrangements with the utility owner. Contractor shall notify the Engineer at least thirty (30) days before the interfering utilities are to be rearranged. The Engineer notifies the utility owners.

Utility Rearrangement for Pile Driving, Drilling Activities, or Substructure Construction

Utility	Location

The utilities shown in the following table will not be rearranged. The utilities may interfere with pile driving, drilling activities, or substructure construction. If Contractor wants any of them rearranged or temporarily deactivated, Contractor should make arrangements with the utility owner.

Utilities Not Rearranged for Pile Driving, Drilling Activities, or Substructure Construction

Utility	Location

If the necessary rearrangement of underground infrastructure is not described in the Contract, the Engineer may order Contractor to perform the work. The rearrangement is change order work.

Contractor shall immediately notify the Engineer of a delay due to a rearrangement different from that described in the Contract.

If Contractor wants infrastructure rearrangement different from that described in the Contract:

1. Notify the Engineer
2. Make an arrangement with the infrastructure owner
3. Obtain authorization for the rearrangement
4. Pay the infrastructure owner any additional cost

The Department does not adjust time or payment for a rearrangement different from that described the Contract.

5-1.48D. **Survey Monuments**

Contractor shall protect survey monuments. Upon discovery of a survey monument not identified and located by the Department, Contractor shall immediately:

1. Stop work near the monument
2. Notify the Engineer

Contractor shall not resume work near the monument until authorized.

5-1.48E. **Landscape**

If Contractor damages plants not to be removed, Contractor shall:

1. Dispose of them unless the Engineer authorizes Contractor to reduce them to chips and spread the chips within the highway at locations designated by the Engineer; or
2. Replace them

Contractor shall replace plants with plants of the same species. Contractor shall replace trees with 24-inch-box trees.

Contractor shall replace shrubs with no. 15-container shrubs.

Contractor shall replace ground cover plants with plants from flats. Contractor shall replace *Carpobrotus* ground cover plants with plants from cuttings. Contractor shall plant ground cover plants 1 foot on center.

If a plant establishment or permanent erosion control establishment period is specified, Contractor shall replace plants before the start of the plant establishment or permanent erosion control establishment period; otherwise, replace plants at least thirty (30) days before Contract acceptance.

Contractor shall water each plant immediately after planting. Saturate the backfill soil around and below the roots or the ball of earth around the roots of each plant. Water as necessary to maintain plants in a healthy condition until Contract acceptance.

5-1.48A. **Irrigation Facilities**

Contractor shall keep existing irrigation facilities in place that are described to be removed, relocated, or modified until the Engineer determines they are no longer needed.

Contractor shall maintain the existing water supply. If the existing water supply is interrupted for more than three (3) consecutive days, Contractor shall provide an alternative water supply. Contractor shall water the existing plants in the area irrigated from that water supply, including those maintained by the Department, as necessary to maintain healthy plant growth.

If Contractor and the Department irrigate existing plants from the same water supply, Contractor shall furnish enough water to the Department for watering plantings on and off the highway as necessary to maintain a healthy condition through Contract acceptance.

If Contractor damages irrigation facilities not to be removed, Contractor:

1. Remove and dispose of them.
2. Repair and replace damaged facilities within ten (10) days.
3. Use similar commercial-quality components from the same manufacturer or components that are compatible with the existing irrigation system if authorized.
4. After completing the repair or replacement of the facilities, perform an operational test in the presence of the Engineer. If Contractor repairs or replaces the remote control valves, conduct the test with the irrigation controller in the automatic mode.

Contractor shall notify the Engineer:

1. At least four (4) business days before shutting off the water supply to any portion of the existing irrigation system
2. Immediately after restoring the water supply to any portion of the existing irrigation system

5-1.49. MAINTENANCE AND PROTECTION

5-1.49A General

Contractor shall maintain and protect work until the Department has granted relief from maintenance or accepted the Contract.

Contractor shall not remove any padlock used to secure a portion of the work until the Engineer is present to replace it. Notify the Engineer at least three (3) business days before removing the lock.

Contractor shall prevent construction equipment that exceeds the maximum weight limits in Vehicle Code Division 15 from operating on completed or existing treated base, pavement, or structures.

5-1.49B. Load Limits

1. General

For areas within the project limits and subject to the Contractor providing protective measures and repairing related damage, construction equipment exceeding the size or weight limits in Vehicle Code Division 15 may move over:

1. Public roads within the highway.
2. Treated base or pavement under construction or completed.
3. Culverts and pipes.
4. Structures not open to traffic that are designed for AASHTO HS20-44 live loading, except culverts and pipes. Before crossing one of these structures, submit the dimensions and maximum axle loadings of the equipment; and unless a material hauling equipment lane on a bridge is shown on the drawings, comply with the following specifications:
    A. The maximum loading on a bridge due to pneumatic-tired truck and trailer combinations must not exceed the posted weight restriction or the following whichever is lower:

- 28,000 lb for single axles
- 48,000 lb for tandem axles
- 60,000 lb total gross load for single vehicles
- 110,000 lb total gross load for truck and trailer or semi-trailer combinations

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

Allowable Construction Loading on Bridges for 2- and 3-Axle Earthmovers

Bridge girder center-to-center spacing (feet)	Maximum axle loading (pounds)
4	28,000
5	29,000
6	30,000
7	32,000
8	34,000
9	37,000
10 and over	40,000

NOTE: Minimum axle spacing:

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

Completed or existing base, pavement, and structures under Caltrans' *Transportation Permits Manual* (available at https://dot.ca.gov/programs/traffic-operations/transportation-permits/tp-manual), whether open to the public or not.

Loads imposed on existing, new, or partially completed structures must not exceed the load-carrying capacity of the structure or any portion of the structure as determined by AASHTO LRFD with interims and California Amendments, Design Strength Limit State II. The f'c to be used in computing the load- carrying capacity must be the smaller of the following:

1. Actual compressive strength at the time of loading
2. Value of f'c shown on the plans for that portion of the structure or 2.5 times the value of fc shown on the plans for portions of the structure where no f'c is shown

2. Increased Load Carrying Capacity

Contractor may submit a request to the Department to redesign a structure to increase its load-carrying capacity.

The Department does not authorize a redesign for any of the following:

1. Load increase of more than 130,000 lb per single axle or pair of axles less than 8 feet apart
2. Total gross vehicle weight more than 330,000 lb

Contractor's request to the Department must include:

1. Description of the structure or structures
2. Detailed overload description
3. Date the revised plans are required
4. Signed statement agreeing to pay the costs, including the engineering costs
5. Signed statement agreeing to waive a time extension request for any delay

If the Department authorizes a redesign to strengthen the structure, the Engineer will notify Contractor of the change's estimated cost and availability date of the revised plans. If the cost and date are satisfactory to the Contractor, the Engineer will prepare a Change Order for the changes.

3. Material Hauling Equipment Lane on Bridges

This provision applies only to a bridge constructed with a material hauling equipment lane.

Contractor may cross the bridge with pneumatic-tired material hauling equipment that exceeds the size and weight limits specified but that does not exceed the load limits shown on the "Material Hauling Equipment Loading" chart.

For each bridge with a material hauling equipment lane, Contractor shall:

1. Construct a minimum 150-foot approach at each bridge end to a grade that provides a smooth transition to the bridge roadway grade. Maintain these approaches in a smooth and uniform condition during the operation of the equipment.
2. Operate equipment such that jolting and bouncing of the equipment while crossing the bridge is prevented.
3. Confine equipment to the material hauling equipment lane using temporary barriers unless the plans show that the entire bridge may be used for hauling equipment and the permanent barriers are completed.
4. Allow at most 1 piece of equipment on the bridge at one time.
5. Operate equipment at a maximum speed of 25 mph.

If ordered, Contractor must verify the weight of loaded material hauling equipment by weighing. The Department furnishes individual wheel or axle type scales. The Department weighs the equipment within the project limits and within the highway at a location accessible to the equipment. Contractor determines the exact weighing location and installs and maintains the scales. Installing and maintaining scales is change order work.

5-1.50. MAINTENANCE AND PROTECTION RELIEF

Contractor may request relief from maintenance and protection responsibilities for a completed work part for a road or highway project. The work part must have been completed under the Contract and to the Engineer's satisfaction. Work parts eligible for relief include:

1. Completed 0.3 mi section of roadway or a 0.3 mi section of one roadway of a divided highway or frontage road including:
    A. Planned roadway protection work

B. Lighting
C. Required traffic control
D. Access facilities

2. Bridge or other major structure
3. Complete unit of a traffic control signal system or a highway lighting system
4. Nonhighway facility constructed for another agency

If relieved by the Department, Contractor is not required to perform further work on that part of work. Contractor is not responsible for damage to a relieved work part, including damage caused by traffic or the elements, except for that caused by Contractor's own activities or negligence.

5-1.51. DAMAGE REPAIR AND RESTORATION

5-1.51A. General

Before Contract acceptance, Contractor shall restore damaged work to the same state of completion as before the damage. Restoration of damaged work includes restoration of erected falsework and formwork.

The Department does not adjust payment for repair or restoration that the Engineer determines was caused by Contractor's failure to construct the work under the Contract or protect the work.

5-1.51B. Damage Caused by an Act of God

Under Public Contract Code § 7105, the Department pays for repair or restoration to damaged work in excess of 5 percent of the total bid if the damage was caused by an Act of God, as defined in that code section.

Contractor must submit a request for repair or restoration work payment before performing work other than emergency work.

The Engineer determines the repair or restoration work cost under Section 9-1.04 except markups are not allowed.

The Department may change the Contract for the areas requiring repair or restoration. If the cost for the changes exceeds the repair or restoration cost based on the Bid Item List, the Engineer determines the payment adjustment under Section 9.

5-1.51C. Landscape Damage

1. General

Contractor shall repair slopes or other existing facilities that were damaged after starting job site activities and before starting plant establishment or permanent erosion control establishment.

As ordered, Contractor shall replace plants that have been damaged from either or both of the following conditions:

1. Ambient air temperature falling below 32 degrees F during the plant establishment period
2. Department or its supplier restricting or stopping water delivery during the plant establishment period

This plant replacement work is change order work.

2. Plant Establishment Period of 3 Years or More

This provision applies if a plant establishment period of 3 years or more is covered within the Special Provisions.

Contractor shall repair slopes or other existing facilities that were damaged before starting job site activities. This work is change order work.

Contractor shall repair slopes or other existing facilities that were damaged by a change in the runoff pattern from that which existed on the date of the *Notice to Bidders* and was the result of work by others within the highway. This work is change order work.

Contractor shall replace plants and repair slopes, irrigation systems, and other highway facilities damaged as a result of rain during the plant establishment period. The Department pays 1/2 the accumulated costs in excess of the greater of 5 percent of the plant establishment work or $2,000; the Contractor pays the other 1/2. The Engineer determines the repair cost under Section 9-1.04.

5-1.52. RESERVED

5-1.53. RESERVED

5-1.54. REQUESTS FOR INFORMATION

Contractor shall submit an RFI upon recognition of any event or question of fact arising under the Contract.

The Engineer will respond to the RFI within five (5) business days. Contractor shall proceed with the work unless otherwise ordered. Contractor may protest the Engineer's response by:

1. Submitting a protest letter within five (5) business days after receiving the Engineer's response

An RFI will be considered excessive or unnecessary if County determines that the explanation or response to the RFI is clearly and unambiguously discernable from the Contract Documents. County’s costs to review and respond to excessive or unnecessary RFIs may be deducted from payments otherwise due to Contractor.

5-1.55. OMITTED

5-1.56. RESERVED

5-1.57. RESERVED

5-1.58. FINAL INSPECTION AND CONTRACT ACCEPTANCE

When the Work is complete, Contractor shall request the Engineer's final inspection.

Before final inspection, leave the job site neat and presentable and dispose of:

1. Rubbish
2. Excess materials
3. Falsework
4. Temporary structures
5. Equipment

The Department does not require Contractor to remove warning, regulatory, or guide signs before Contract acceptance.

If the Engineer determines that the work is complete and in conformance with the Contract Documents, the Engineer recommends Contract acceptance.

Upon final acceptance of the Work, all tools, containers and equipment, and all rubbish and debris resulting therefrom, shall have been removed from the premises. All defects and blemishes shall have been touched up and all finger marks removed. The entire area where the Work was performed shall be left perfectly clean with respect thereto.

Immediately after Contract acceptance, the Contractor is relieved from:

1. Maintenance and protection duties
2. Responsibility for injury to persons or property or damage to the work occurring after Contract acceptance except as specified in Section 5-1.59.

5-1.59. GUARANTEE

Unless otherwise required by the Contract, the Contractor shall guarantee all work done under the Contract to be free from faulty materials and workmanship for a period of one (1) year from the date of acceptance and shall furnish a performance bond as provided in “Contract Bonds” of the Instructions to Bidders that shall remain in full force and effect for the duration of the guarantee period.

Material, work or workmanship which, in the judgment of the Engineer, does not conform to the specifications and drawings, are not equal to the samples submitted to and approved by the Engineer, or are in any way unsatisfactory for their intended purpose shall be rejected. The Contractor shall remove all rejected material from the work without delay. If the Contractor fails to do so within forty-eight (48) hours after having been so directed by the Engineer, the rejected material may be removed by the County/District and cost of removal charged against the Contractor. No payments shall be made until such material is removed.

Unsatisfactory material and workmanship may be rejected at any time during the progress of the work, regardless of any previous testing, inspection or acceptance of such material or workmanship or inclusion thereof in estimates for payments.

The Contractor hereby agrees to repair or replace any and all work, together with any other adjacent work which may be displaced in so doing, that may prove to be not in accordance with the requirements of the Contract or that may be defective in its workmanship or material within the guarantee period specified, without any expense whatsoever to the County.

The Contractor further agrees, that within ten (10) calendar days after being notified in writing by the County of any work not in accordance with the requirements of the Contract or any defects in the work, the Contractor will commence and prosecute with due diligence all work necessary to fulfill the terms of this guarantee, and to complete the work within a reasonable period of time. In the event the Contractor fails to comply, it does hereby authorize the County to proceed to have such work done at the Contractor's expense and Contractor will honor and pay the costs and charges upon demand. The County shall be entitled to all costs and expenses, including reasonable attorney's fees, necessarily incurred upon the Contractor's refusal to honor and pay the aforementioned costs and charges.

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6. CONTROL OF MATERIALS

6-1.01. GENERAL

Section 6 includes specifications related to the control of materials.

Store materials and samples in a way that preserves the quality and facilitates prompt inspection. Material incorporated into the work must be new.

When the Contract Documents indicate or require that materials, articles or equipment are to be furnished, but the quality or kind thereof is not particularly specified, shown or indicated, the Contractor shall furnish materials, articles or equipment at least equal to the class or quality of similar materials, articles or equipment which are specified, shown or indicated. No claim for additional compensation based on the County's failure to specify or indicate the class, type or quality of materials, articles or equipment will be recognized in any event, unless the Contractor makes a clear showing that it could not determine the class, type or quality of materials, articles and equipment to be furnished from the Drawings or Specifications or by application of this subarticle.

Approved products and materials shall be delivered to the Job Site in their original containers, with seals unbroken and labels intact.

All materials shall comply with the standards of:

1. American National Standards Institute (ANSI)
2. American Society for Testing and Materials (ASTM)

Before the preconstruction conference, submit material source information in a Notice of Materials to be Used submittal.

6-1.01A. Samples and Tests

1. At the option of the Engineer, the source of supply of each of the materials shall be approved before delivery is started and before such material is used in the Work. Representative preliminary samples of the character and quality prescribed shall be submitted by the Contractor or producers of all materials to be used in the Work, for testing or examination, if requested by the Engineer.
2. All tests of materials furnished by the Contractor shall be made in accordance with commonly recognized standards as set forth in the Specifications, and such other special methods and tests as may be prescribed.
3. The Contractor shall furnish such samples of materials as are requested by the Engineer, without charge. No material shall be used until it has been approved by the Engineer. Samples will be secured and tested by a laboratory whenever necessary to determine the quality of the material.
4. If authorized by the Engineer, the approved material samples may be used in the Work.

6-1.01B. Defective Materials

All materials not conforming to the requirements of the Specifications shall be considered as defective, and shall be rejected. They shall be removed immediately from the Site, at the sole expense of the Contractor, unless otherwise permitted by the Engineer. No rejected material, the defects of which have subsequently been corrected, shall be used until approved in writing by the Engineer.

6-1.01C. Storage of Materials

1. All materials, articles and equipment shall be stored so as to insure the preservation of their quality and fitness for the Work, and shall be located so as to facilitate their prompt inspection.
2. Where the Work is being performed in an occupied facility, all materials and equipment left on the premises overnight shall be stored in a location as assigned by the Engineer. The Contractor shall insure that materials so stored are adequately protected from moisture, soiling or damage of any kind whatsoever.
3. Because this on-site storage is for the Contractor's convenience, and is furnished only as a courtesy by the County, the Contractor is cautioned to provide for the security of its stored property. The County will accept no responsibility for damage or loss due to vandalism, theft or any other cause.

6-1.01D. Protection of Materials

All material provided under this Contract shall be protected from damage during shipping, storage and installation. Any material that is damaged shall either be repaired to the satisfaction of the Engineer or be replaced with new, at no additional cost to the County.

6-1.01E. Property Rights in Materials

Nothing in the Contract shall be construed as vesting in the Contractor any right of property in the materials used after they have been attached or affixed to the Work or the soil, or after payment has been made for fifty percent (50%) or more of the value of materials delivered to the Site, whether or not they have been so attached or affixed. All such materials shall become the property of the County of Marin upon being so attached or affixed, or upon payment of such fifty percent (50%) or more of their value.

6-1.01F. Integrated Pest Management (IPM)

1. Integrated Pest Management (IPM)

The Contractor shall be required to strictly adhere to the guidelines established in the County of Marin's IPM Ordinance and Policy, approved by the Board of Supervisors on July 21, 2009. All pesticide applications, regardless of material used, must be approved by the IPM Coordinator prior to use at any facility covered by the contract. Material for weed eradication and pest control shall be only those listed in the County of Marin's approved list and categories III and IV herbicides, non-corrosive, non- staining, and shall not leave a flammable residue. Pesticides shall be Environmental Protection Agency and California Department of Agriculture approved and used in

strict accordance with manufacturer's label, recommendations, Federal, State, and local laws. All requests for application must be submitted to the Engineer four calendar days prior to posting. Requests must include a map of the area, material requested to be used and dates of application requested. All applications must be approved by the Engineer in writing and applicators must have a signed Pest Control Recommendation before application. All information regarding approved applications will be posted to the County of Marin IPM website. Four (4) days prior to any pesticide application, any area to receive a pesticide application shall be posted to notify the public except those areas specifically noted in the Ordinance. Chemical application must use least toxic methods and be used as the last resort and only with written approval Failure to comply with the Marin County IPM Ordinance & Policy may result in fines of up to $200.00 per incident and/or contract termination. The IPM policy and Ordinance is available at the following website: https://parks.marincounty.gov/projectsplans/ipmhttps://parks.marincounty.gov/projectsplans/ipm

2. **List of Materials**

Within thirty (30) days after issuance of the Notice of Award, the Contractor shall furnish to the Engineer for approval a list of fertilizers, herbicides, insecticides, and other chemicals the Contractor proposes to use at each work site. The Contractor shall also furnish a sample label and a MSDS for each product. Contractor shall use only County approved materials.

3. **Records**

Contractor is required to maintain records of pest control activities. Contractor shall submit reports on a monthly basis to the Engineer if fertilizers, herbicides, insecticides, and other chemicals were used at the work site. Reports are to include the date, name of the pest, the site/location the work was done, name of technician performing the work and corrective action taken. If a pesticide was used, the product name, the amount applied and the area treated must also be reported.

6-1.02. OMITTED

6-1.03. LOCAL MATERIALS

6-1.03A. General

Local material must be rock, sand, gravel, earth, or mineral material other than local borrow, or selected material obtained or produced from a source in the work vicinity, specifically for use on the project. Local borrow must not be a material from an established commercial source.

Upon Contractor's request and submission of testing material, the Department will review and provide approval depending on the quality characteristics from a previously untested local source. If the Department makes the determination that the submission is satisfactory material, it can be used in the work. The Department shall not be charged by the Contractor for any tests required to prove the quality of material. If the Department is required to perform any additional testing, the costs for the tests will be deducted from the contractor.

6-1.03B. **Submittals**

1. **Work Plan**

For local material, such as rock, gravel, earth, structure backfill, pervious backfill, imported borrow, and culvert bedding, obtained from a (1) noncommercial source, or (2) source not regulated under California jurisdiction, Contractor must submit a local material plan for each material at least sixty (60) days before placing the material. The local material plan must include:

1. Certification signed by Contractor and an engineer who is registered as a civil engineer in the State or a professional geologist licensed as a professional geologist by the State stating:

   I am aware local material from a noncommercial source or a source not regulated under CA jurisdiction must be sampled and analyzed for pH and lead and may require sampling and analysis under Section 6-1.03B(3) for other constituents of concern based on the land use history. I am aware that local material sources must not contain ADL at concentrations greater than 80 mg/kg total lead or equal to or greater than 5 mg/L soluble lead as determined by the Waste Extraction Test (WET) Procedures, 22 CA Code of Regs § 66261.24(a)(2) App II. I am aware that a maximum quantity of material may be excavated at the site based on the minimum number of samples taken before excavating at the site under Section 6-1.03C.

2. Land use history of the local material location and surrounding property
3. Sampling protocol
4. Number of samples per volume of local material
5. QA and QC requirements and procedures
6. Qualifications of sampling personnel
7. Stockpile history
8. Name and address of the analytical laboratory that will perform the chemical analyses
9. Analyses that will be performed for lead and pH
10. Other analyses that will be performed for possible hazardous constituents based on:
    A. Source property history
    B. Land use adjacent to source property
    C. Constituents of concern in the ground water basin where the job site is located

The plan must be sealed and signed by an engineer who is registered as a civil engineer in the State or a professional geologist licensed as a professional geologist by the State.

If the plan requires revisions, the Engineer will provide comments. Contractor must then submit a revised plan within seven (7) days of receiving comments. Allow seven (7) days for the review.

2. **Analytical Test Results**

At least fifteen (15) days before placing local material, Contractor shall submit analytical test results for each local material obtained from a noncommercial source or a source not regulated under California jurisdiction. The analytical test results must include:

1. Certification signed by an engineer who is registered as a civil engineer in the State or a professional geologist licensed as a professional geologist by the State stating:

   The analytical testing described in the local material plan has been performed. I performed a statistical analysis of the test results using the US EPA's ProUCL software with the applicable 95 percent upper confidence limit. I certify that the material from the local material source is suitable for unrestricted use at the job site, it has a pH above 5.0, does not contain soluble lead in concentrations equal to or greater than 5mg/l as determined by the Waste Extraction Test (WET) Procedures, 22 CA Code of Regs § 66261.24(a)(2) App II, does not contain lead in concentrations above 80 mg/kg total lead, is free from all other contaminants identified in the local material plan, and will comply with the job site's basin plan and water quality objectives of the RWQCB.

2. Chain of custody of samples
3. Analytical results no older than one (1) year
4. 4.Statistical analysis of the data using US EPA's ProUCL software with a 95 percent upper confidence limit
5. Comparison of sample results to hazardous waste concentration thresholds and the RWQCB's basin plan requirements and water quality objectives for the job site location

3. Sample and Analysis

Contractor must sample and analyze local material from a (1) noncommercial source or (2) a source not regulated under CA jurisdiction:

1. Before bringing the local material to the job site
2. As described in the local material plan
3. Under US EPA Test Methods for Evaluating Solid Waste, Physical/Chemical Methods (SW-846)

The sample collection must be designed to generate a data set representative of the entire volume of proposed local material.

Before excavating at the (1) noncommercial material source or (2) a source not regulated under CA jurisdiction, Contractor shall collect the minimum number of samples and perform the minimum number of analytical tests for the corresponding maximum volume of local material as shown in the following table:

Minimum Number of Samples and Analytical Tests for Local Material

Maximum volume of imported borrow (cu yd)	Minimum number of samples and analytical tests
< 5,000	8
5,000–10,000	12 for the first 5,000 cu yd plus 1 for each additional 1,000 cu yd or portion thereof
10,000–20,000	17 for the first 10,000 cu yd plus 1 for each additional 2,500 cu yd or portion thereof

20,000-40,000	21 for the first 20,000 cu yd plus 1 for each additional 5,000 cu yd or portion thereof
40,000–80,000	25 for the first 40,000 cu yd plus 1 for each additional 10,000 cu yd or portion thereof
> 80,000	29 for the first 80,000 cu yd plus 1 for each additional 20,000 cu yd or portion thereof

Do not collect composite samples or mix individual samples to form a composite sample.

Analyze the samples using the US EPA's ProUCL software with a 95 percent upper confidence limit. All chemical analysis must be performed by a laboratory certified by the SWRCB's Environmental Laboratory Accreditation Program (ELAP).

The analytical test results must demonstrate that the local material:

1. Is not a hazardous waste
2. Has a pH above 5.0
3. Has an average total lead concentration, based upon the 95 percent upper confidence limit, at or below 80 mg/kg
4. Is free of possible contaminants identified in the local material plan
5. Complies with the RWQCB's basin plan for the job site location
6. Complies with the RWQCB's water quality objectives for the job site location

4. **12Analytical Test Results**

At least fifteen (15) days before placing local material, Contractor shall submit analytical test results for each local material obtained from a noncommercial source or a source not regulated under California jurisdiction. The analytical test results must include:

1. Certification signed by an engineer who is registered as a civil engineer in the State or a professional geologist licensed as a professional geologist by the State stating:
   The analytical testing described in the local material plan has been performed. I performed a statistical analysis of the test results of the analytical testing described in the local material plan using the US EPA's ProUCL software with the applicable 95 percent upper confidence limit. I certify that the material from the local material source is suitable for unrestricted use at the job site and the material has met the following criteria:
   1. Has a pH above 5.0.
   2. Does not contain soluble lead in concentrations equal to or greater than 5 mg/L as determined by the Waste Extraction Test (WET) Procedures, 22 CA Code of Regs § 66261.24(a)(2) App II.
   3. Does not contain lead in concentrations above 80 mg/kg total lead.
   4. Is not contaminated with the other constituents of concern identified in the local material plan in average concentration (95 percent upper confidence limit) in excess of these constituents' respective San Francisco Bay RWQCB commercial/industrial environmental screening levels ESLs, except for arsenic.
   5. Does not exceed the maximum allowed concentration limit table listed in Section 6-1.03B(5).

2. Chain of custody of samples.
3. Analytical results no older than one (1) year.
4. Statistical analysis of the data using US EPA's ProUCL software with a 95 percent upper confidence limit.
5. Comparison of sample results and 95 percent upper confidence limits to hazardous waste concentration thresholds and the applicable San Francisco Bay RWQCB environmental screening levels (ESLs) given in direct exposure human health risk levels (Table S-1), commercial/industrial: Shallow soil exposure, under Summary of Soil ESLs tables (2019 Rev 2). The Summary of Soil ESLs tables (2019 Rev 2) can be obtained by sending an email to ESLs.ESLs@waterboards.ca.gov with "Request for ESL Documents" in the subject line.

5. Sample and Analysis

Contractor shall sample and analyze local material from a (1) noncommercial source or (2) a source not regulated under California jurisdiction:

1. Before bringing the local material to the job site
2. As described in the local material plan
3. Under US EPA Test Methods for Evaluating Solid Waste, Physical/Chemical Methods (SW-846)

The sample collection must be designed to generate a data set representative of the entire volume of proposed local material.

Before excavating at (1) a noncommercial material source or (2) a source not regulated under CA jurisdiction, Contractor must collect the minimum number of samples, and perform the minimum number of analytical tests for the corresponding maximum volume of local material as shown in the following table:

Minimum Number of Samples and Analytical Tests for Local Material

Maximum volume of imported borrow (cu yd)	Minimum number of samples and analytical tests
< 5,000	8
5,000–10,000	12 for the first 5,000 cu yd plus 1 for each additional 1,000 cu yd or portion thereof
10,000–20,000	17 for the first 10,000 cu yd plus 1 for each additional 2,500 cu yd or portion thereof
20,000-40,000	21 for the first 20,000 cu yd plus 1 for each additional 5,000 cu yd or portion thereof
40,000–80,000	25 for the first 40,000 cu yd plus 1 for each additional 10,000 cu yd or portion thereof
> 80,000	29 for the first 80,000 cu yd plus 1 for each additional 20,000 cu yd or portion thereof

Do not collect composite samples or mix individual samples to form a composite sample.

Statistically analyze the samples' laboratory results using the US EPA's ProUCL software to define 95 percent upper confidence limit for the various contaminants of concern. All chemical analysis must be performed by a laboratory certified by the SWRCB's Environmental Laboratory Accreditation Program (ELAP).

The analytical test results must demonstrate that the local material:

1. Is not a hazardous waste
2. Has a pH above 5.0
3. Has an average total lead concentration, based upon the 95 percent upper confidence limit, at or below 80 mg/kg
4. Is not contaminated with local material plan-identified constituents of concern at average concentrations (95 percent upper confidence limits) in excess of their respective commercial/industrial San Francisco Bay RWQCB environmental screening levels ESLs, except for arsenic.
5. Does not contain any of the following compounds, chemicals, or elements at an estimated average concentration (95 percent upper confidence limit) above the maximum allowed concentration defined in the following table:

Compound/Chemical	Maximum allowed concentration (mg/kg)
Arsenic	11
Barium	1500
Benzene	1
Beryllium	10
Cadmium	10
Chromium (total)	1000
Cobalt	100
Diesel	150
Ethylbenzene	10
Gasoline	500
Mercury	10
Motor oil	500
Nickel	150
Selenium	10
Toluene	10
Trichloroethene	1
Vanadium	200
Xylenes	10
Zinc	600

6-1.03C. **Local Material Management**

Do not place local material until authorized.

If the Engineer determines the appearance, odor, or texture of any delivered local material suggests possible contamination, Contractor must sample and analyze the material. The sampling and

analysis is change order work unless (1) hazardous waste is discovered or (2) the analytical test results indicate the material does not comply with Section 6-1.03B(2).

Contractor must dispose of noncompliant local material at an appropriately permitted CA Class I, CA Class II or CA Class III facility. Contractor agrees that it is the generator of noncompliant local materials.

6-1.04. RESERVED

6-1.05. SPECIFIC BRAND OR TRADE NAME AND SUBSTITUTION

6-1.05A. Specified Materials

1. A reference to a specific brand or trade name establishes a quality standard and is not intended to limit competition. Contractor may use a product that is equal to or better than the specified brand or trade name if authorized.

2. For convenience in designation on the Drawings or in the Specifications, a brand or trade name or the name of a manufacturer, together with a catalog number or other identifying information may describe certain materials, articles or equipment. Unless otherwise noted, such designation is for descriptive purposes only and does not mean that a particular product has any preference, nor that an approved alternative product may not be used. All such designations shall be deemed to be followed by the words, “or approved equal”.

3. Where materials, articles or equipment are specified only by type, style and rating, the Contractor may choose any manufacturer whose products meet or exceed the specifications.

4. In certain instances, materials, articles or equipment must exactly match those already existing in place. In such circumstances the specified items required will be clearly designated and no substitutions will be permitted.

5. When descriptive catalog designations, including the manufacturer’s name, product brand name or model number are referred to in the Bid Documents, such designations shall be considered as being those found in industry publications of current issue at date of first invitation to bid, unless noted otherwise.

6. When standards of the Federal or State governments, trade societies, or trade associations are referred to in the Contract Documents by specific date of issue, they shall be considered a part of this Contract. When such references do not bear a date of issue, the current published edition at the date of first invitation to bid shall be considered as part of this Contract.

6-1.05B. Alternate Materials

1. The use of alternative or substitute materials, articles, or equipment which are of equal or better quality and of the required characteristics for the purposes intended, if not otherwise prohibited, will be permitted if approved by the Engineer, and provided the Contractor requests such approval in writing in accordance with the following requirements:

A. All such requests for approval, if not made prior to the bid opening, as required, shall be made within thirty (30) calendar days of the date of the Notice of Award, if authorized, including any required resubmittals thereof following disapproval. In exceptional cases, where the best interests of the County so require, the Engineer may give written consent to submittal or resubmittal of an alternative product for approval after expiration of the prescribed time limit.
B. All requests for use of alternative materials, articles or equipment shall be accompanied by complete information and descriptive data necessary to show the quality of the alternative items. The Engineer shall be the sole judge as to the comparative quality and suitability of the alternative products, and the decision thereon shall be final. The burden of proof as to the comparative quality and suitability of the alternative products for approval after expiration of the prescribed time limit.

2. Where material is specified by capacity or performance, then the burden of proof shall be on the Contractor to show that any particular equipment, articles or materials meet the minimum capacities or the performance requirements shown on the Drawings or as specified. The Contractor shall furnish at its own expense all information necessary to determine whether such minimum capacities or performance requirements will be met.

3. The installation of any approved alternative materials, articles or equipment is the Contractor's responsibility. Any mechanical, electrical, structural or other changes required for the proper installation and fit of the alternative materials, articles or equipment shall be made without additional cost to the County, and shall be subject to approval by the Engineer.

Contractor shall include substantiating data with the substitution request that proves that substitution:

1. Causes no delay
2. Is of equal or better quality and suitability

6-2. QUALITY CONTROL & ASSURANCE

6-2.01. GENERAL

6-2.01A General

Section 6-2 includes provisions related to quality.

Quality assurance includes all activities used to (1) provide an overall level of quality for the project and (2) determine compliance with the Contract documents.

Quality control includes sampling, testing, and inspections performed under the Contractor's QC program to (1) control material quality and (2) ensure the specified quality characteristics for the project are met.

Department acceptance includes sampling, testing, and inspections performed by the Department to verify compliance with the Contract.

County inspection personnel will be available as required during normal working hours. In the event that Contractor wishes to schedule work after 5:00 P.M., before 7:00 A M., on weekends, or holidays, they shall make arrangements with the Engineer at least forty-eight (48) hours in advance of such work. In the event that the Engineer is unable to schedule the necessary personnel the Contractor's request may be denied and no work shall be performed outside of normal working hours unless the work is of an emergency nature.

The Department's Quality Assurance plan (QAP) applies to the project. As part of the Department's QAP, the Department also implements an independent assurance program as described in the California Department of Transportation's Independent *Assurance Manual: Procedures for Accreditation of Laboratories and Qualification of Testers*. For the manual, go to the California Department of Transportation's Materials & Engineering Testing Service (METS) website.

For a material specified to comply with a State Specification number, the material may comply with a later version of the specification. Obtain State Specifications from the METS website.

For a material specified to comply with a requirement for a quality characteristic shown in the following table, the quality characteristic is tested under the corresponding California Test:

California Tests

Quality characteristic	California Test
Relative compaction	216 or 231
Sand equivalent	217
Resistance (R-value)	301
Gradation (sieve analysis)	202
Durability index	229

6-2.01B Authorized Facility Audit Lists

Section 6-2.01B applies where a facility is specified to be on an Authorized Facility Audit List.

An audit authorized by the Department not more than three (3) years before completion of the fabrication process is acceptable if the Department determines the audit was for the same type of work to be performed.

For procedures to be included on an Authorized Facility Audit List, go to the Authorized Facility Audit List website.

6-2.01C Authorized Material Lists

This Section 6-2.01C applies where a material is specified to be on a California Department of Transportation (Caltrans) Authorized Material List. The material must be on an Authorized Material List before it is incorporated into the work.

For procedures to be included on an Authorized Material List, go to the California Department of Transportation's "Authorized Material List" website.

6-2.01D Reserved

6-2.01E Material Source Inspection And Testing

This Section 6-2.01E applies if a material is to be inspected or tested at the source. Contractor shall submit an inspection request in writing:

1. At least three (3) business days before the requested inspection date for a material source within California.
2. At least five (5) business days before the requested inspection date for a material source outside California but within the United States.
3. Fifty (50) days before the planned production start for a material source outside the United States. Notify the Engineer at least twenty (20) days before the actual start.

For the inspection request form and the procedure for its submittal, go to the METS website. Notify the Engineer of each submittal.

For each item shown in the following table, the Department deducts the corresponding amount shown:

Source Inspection Expense Deductions

Item	Distance[a]	Deduction
Steel pipe piling Prestressing system	> 300	$5,000
Tier 1 and tier 2 precast concrete members Epoxy-coated reinforcement Structural steel for sign structures Miscellaneous metal	> 3,000	$8,000
Extinguishable message signs Variable message signs Changeable message signs Service equipment enclosures Telephone demarcation cabinets Closed circuit television cabinets Weigh-in-motion cabinets Highway advisory radio cabinets	> 300	$2,000
Poles for electrical systems	> 300	$1,000 for ≤ 10 poles and $1,000 for every multiple of 10 poles thereafter
Structural steel	> 300	The greater of: $5,000 $0.02/lb
	> 3,000	The greater of: $8,000 $0.036/lb
Structural steel paint	> 300	The greater of: $2,000 $0.01/sq ft
	> 3,000	The greater of: $5,000 $0.015/sq ft
Check samples	> 300	$2,000
High mast poles	> 300	$2,500
	> 3,000	$5,000
PTFE bearings, ≤ 2 lots	> 300	$5,000
	> 3,000	$15,000
PTFE bearings, > 2 lots	> 300	$10,000
	> 3,000	$20,000

[a]Distance is air-line miles from both Sacramento and Los Angeles to the inspection source.

6-2.01F. **Test Samples**

This Section 6-2.01F applies where a test sample is specified or if a test sample is requested. Contractor shall notify the Engineer ten (10) days before taking a sample.

Contractor shall submit material to be tested with a Sample Identification Card. For the card, go to the METS website. Restore work immediately after sampling.

If requested, Contractor shall obtain the Department's authorization for the material before incorporating the material represented by the test sample into the work.

6-2.02. QUALITY CONTROL

6-2.02A. General

Material production and testing equipment must measure accurately and precisely.

6-2.02B. Quality Control Program

Contractor is required to develop, implement, and maintain a QC program. This includes preparing and maintaining QC records, including:

1. Names and qualifications of:
    A. Samplers
    B. Testers
    C. Inspectors
2. Testing laboratories' identification and certifications
3. Testing equipment calibrations and certifications
4. Inspection reports
5. Sampling and testing records organized by date and type of material
6. Test results with comparison of quality characteristic requirements
7. Test results in relation to action and any suspension limits
8. Records of corrective actions and suspensions

Within twenty-four (24) hours, notify the Engineer of any noncompliance identified by Contractor’s QC program. Contractor shall allow the Department access to all QC records.

Contractor shall submit QC test data and QC test results within two (2) business days of test completion.

6-2.02C. Omitted

6-2.02D. Quality Control Plans

Contractor shall submit an electronic version of their QC plan.

Contractor shall make 1 copy available at each location where work is performed.

6-2.03. DEPARTMENT ACCEPTANCE OF MATERIAL

6-2.03A. General

The Department may use multiple acceptance methods for a material.

Specifications in sections titled "Department Acceptance" do not include all requirements on which the Department makes its acceptance.

The Department may inspect, sample, and test materials for compliance with the Contract at any time.

Contractor is required to allow the Department to record, including photograph and video, to ensure a material is produced to comply with the Contract.

Contractor may examine the records and reports of tests the Department performs.

Contractor must schedule work to allow time for the Department's inspection, sampling, and testing. The Department deducts testing costs for work that does not comply with the Contract.

The Department may retest material previously tested and authorized for use. If the Department notifies Contractor of a retest, Contractor must furnish resources for retesting.

6-2.03B. Job Site Inspection and Testing

Section 6-2.03B applies if a material is to be inspected or tested at the job site. The material must be authorized for use before it is incorporated into the work.

6-2.03C. Certificates of Compliance

This 6-2.03C applies (1) where a certificate of compliance is specified or (2) if any material is produced outside the United States.

Contractor must submit a certificate of compliance:

1. Before the material is incorporated into the work.
2. For each lot of the material. Identify the lot on the certificate.
3. Signed by the producer of the material and stating that the material complies with the Contract.

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7. LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC

7-1.01. GENERAL

Section 7 includes specifications related to Contractor's:

1. Compliance with laws
2. Responsibilities for public safety and convenience
3. Responsibilities for indemnification, insurance, and liability

7-1.02. LAWS

7-1.02A. General

1. The Contractor shall keep fully informed of all State and National laws and all County and municipal ordinances and regulations which, in any manner, affect those engaged or employed in the Work, or which in any way affect the conduct of the Work, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over all the same (together, the "Laws"). As part of its compliance with Laws generally, Contractor shall know and comply with all air pollution and environmental control rules, regulations, ordinances and statutes which apply to the project and any work performed pursuant to the Contract.

2. The Contractor shall at all times observe and comply with, and shall cause all the Contractor's agents, employees, and subcontractors to observe and comply with, all Laws, as defined herein; and shall protect and indemnify the County and the Board of Supervisors, and the Engineer, and all of its and their officers and agents and servants against any claim or liability arising from or based on the violation of any such Laws, whether by itself or its employees. If any discrepancy or inconsistency is discovered in the Drawings, Specifications or Contract for the Work in relation to any Law, the Contractor shall forthwith report the same, in writing, to the Engineer.

3. Various standards and codes may be incorporated in the Specifications by reference. In all such instances the reference shall mean the latest edition, including amendments or revisions in effect as of the date of the Specifications, unless a specific issue is identified otherwise. Such standards and codes, except as modified herein, shall have full force and effect as though printed in the Specifications.

4. In the event that referenced specifications or standards contain general requirements in conflict with these General Conditions or the scope of the work of individual Sections of the Specifications, the provisions of the Contract Documents shall govern.

5. Where conflict occurs between regulations, standard manufacturer's specifications, codes, the Drawings and Specifications are not to construe to permit work not conforming to code.

6. Where not otherwise covered by specific direction, reference of instruction, the Work shall be governed by the best trade practices.

7. All work shall be performed in strict accord with the latest applicable codes, ordinances and regulations, including, but not necessarily limited to:
    A. Relevant Cities and County of Marin, and California Fire Marshals.
    B. California Occupational Safety and Health Act (CAL/OSHA)
    C. Uniform Building Code (UBC)
    D. Safety Orders of the California State Division of Industrial Safety
    E. National Board of Fire Underwriters (NBFU)
    F. National Fire Protection Association (NFPA)
    G. Underwriters' Laboratories, Inc. (UL)
    H. Americans with Disabilities Act (ADA)
    I. State of California Administrative Code, Title 24, Buildings Standards
    J. Applicable State and local building codes and ordinances governing the work under the Contract
    K. Nationally accepted codes and standards.

If the Department incurs any fines or penalties because of Contractor's failure to comply with a Law, the Department will deduct the amount of the fine or penalty.

Contractor must immediately notify the Engineer if a regulatory agency requests access to the job site or to records. Contractor shall submit to the Engineer a list of documents provided to the agency and issued enforcement actions.

7-1.02B. **US Fair Labor Standards Act**

Comply with 29 USC § 201 et seq.

7-1.02C. **Emissions Reduction**

Contractor shall submit to the Department the following certification before performing the work:

> I am aware of the emissions reduction regulations being mandated by the California Air Resources Board. I will comply with such regulations before commencing the performance of the work and maintain compliance throughout the duration of this Contract.

Contract signing constitutes submittal of this certification.

7-1.02D. **Unmanned Aircraft Systems**

Contractor shall comply with 14 CFR 107 when operating UAS in the proximity of the County roadway or facility.

Contractor shall submit the following to the Engineer as an informational submittal at least seven (7) days before initial operation of UAS:

1. UAS remote pilot information
    A. Pilot's full name

B. Pilot's contact information
    - Phone number
    - Email address
C. Pilot's certification information
    - Certificate issuance date
    - Certificate expiration date

2. UAS information
    A. UAS manufacturer
    B. UAS model
    C. Registration number
    D. Registration issuance date
    E. Registration expiration date

Contractor shall maintain records of UAS flights. Submit a post-flight record as an informational submittal to the Engineer one (1) business day of each flight. The post-flight record must include the following:

1. Flight date
2. Flight duration
3. Visual observer name and contact information
4. Purpose of flight
5. UAS Hazard Analysis Contractor/Consultant form, as an attachment
6. Description of any accidents or incidents, if applicable

Contractor shall not operate UAS over the traveled way unless preauthorized in writing by the Engineer. Launch and land UAS at least fifty (50) feet from the edge of live traffic.

7-1.02E. **RESERVED**

7-1.02F. **RESERVED**

7-1.02G. **RESERVED**

7-1.02H. **RESERVED**

7-1.02I. **Government Code**

1. **Nondiscrimination**

1. During the performance of this contract, the Contractor, and its subcontractors shall not discriminate against any employee on account of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor will take affirmative action to ensure that employees are treated during employment without regard to their race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and

veteran status. Such action shall include, but not be limited to, the following: employment; upgrading; demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor shall post in conspicuous places, available to employees for employment, notices as provided by the County setting forth the provisions of this section.

2. Contractor shall comply with, and ensure that its subcontractors comply with, the provisions of the Fair Employment and Housing Act (Gov. Code, § 12900 et seq.), the applicable regulations promulgated thereunder (Cal. Code Regs., tit. 2, § 11000 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12900(a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this Contract by reference and made a part hereof as if set forth in full.
3. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and any state agency providing funding for this Contract upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause.
4. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
5. The contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Contract.

7-1.02J. **Reserved**

7-1.02K. **Labor Code**

1. **General**

Work on the job site must comply with Labor Code §1720 et seq. and 8 CA Code of Regs § 16000 et seq. Work includes roadside production and processing of materials, and hauling and delivery of ready-mixed concrete.

Payroll records include time cards, canceled checks, cash receipts, trust fund forms, books, documents, schedules, forms, reports, receipts or other information which reflect job assignments, work schedules by days and hours, and the disbursement of payment to workers (8 CA Code of Regs § 16000).

2. **Wages**

In compliance with the provisions of Section 1776 of the Labor Code of the state of California, as amended, the Contractor and each of its Subcontractors 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 or worker employed by them in connection with the Project. Said records shall be available for inspection at all reasonable hours, and copies shall be made available to the employee or its authorized representative, the State Division of Labor Standards Enforcement, the State Division of Apprenticeship Standards, and the County.

The Department obtains the general prevailing rate of wages applicable to the work to be done. The rate includes:

1. Basic hourly rate
2. Employer payments for health and welfare, pension, vacation, apprenticeship training fees, travel time, and subsistence pay as provided for in Labor Code § 1773.1
3. Similar purposes

The general prevailing wage rates and any applicable changes to these wage rates are available from the Department of Industrial Relations' website

Post the general prevailing wage rates at a prominent place at the job site (Labor Code § 1773.2).

The wage determinations refer to expiration dates. The determinations with a single asterisk after the expiration date, and in effect on the date of advertisement for bids, are good for the life of the Contract. The determinations with double asterisks after the expiration date indicate the wage rate to be paid for work performed after this date has been determined. If work is to extend past this date, pay the new rate and incorporate it into the Contract. Changes in general prevailing wage determinations apply to the Contract when the Director of Industrial Relations has issued them at least 10 days before advertisement. (Labor Code § 1773.6 and 8 CA Code of Regs 16204)

The Department does not recognize any claim for additional payment because of a payment by the Contractor of any wage rate in excess of the prevailing wage rate specified in the Contract.

The Contractor and any subcontractors engaged in performance of the Work must comply Labor Code section 1775, which provides that the Contractor and any subcontractor must forfeit to the Department not more than $200 per day or part of a day for each worker paid less than the prevailing wage rate and pay the worker the difference between the prevailing wage rate and the rate paid.

If a worker employed by a subcontractor on a public works project is not paid the general prevailing per diem wages by the subcontractor, the Contractor is not liable for the penalties described in this Section unless the Contractor had knowledge of the failure to pay the correct general prevailing per diem wages or unless the Contractor fails to comply with the following requirements (Labor Code § 1775):

1. The contract executed between the Contractor and the subcontractor for the performance of work on the public works project must include a copy of the requirements in Labor Code §§ 1771, 1775, 1776, 1777.5, 1813, and 1815.
2. The Contractor must monitor the payment of the specified general prevailing rate of per diem wages by periodic review of the certified payroll records of the subcontractor.
3. Upon becoming aware of the subcontractor's failure to pay the specified prevailing rate of wages to the subcontractor's workers, the Contractor must diligently take corrective action to stop or rectify the failure, including withholding sufficient funds due the subcontractor for work performed on the public works project.

4. Before making final payment to the subcontractor for work performed on the public works project, the Contractor must obtain an affidavit signed under penalty of perjury from the subcontractor that the subcontractor has paid the specified general prevailing rate of per diem wages to its employees on the public works project and any amounts due under Labor Code § 1813.

3. Certified Payroll Records (Labor Code § 1776)

In accordance with Labor Code section 1776, the Contractor and each subcontractor engaged in performance of the Work, must keep accurate payroll records showing the name, address, social security number, work classification, straight time, and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed in performance of the Work. Each payroll record must contain or be verified by a written declaration that it is made under penalty of perjury, stating that the information contained in the payroll record is true and correct and that the employer has complied with the requirements of Labor Code sections 1771, 1811, and 1815 for any work performed by the employer's employees on the public works project. The payroll records required pursuant to Labor Code section 1776 must be certified and must be available for inspection by the District and its authorized representatives, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the Department of Industrial Relations and must otherwise be available for inspection in accordance with Labor Code section 1776.

Contractor and their subcontractors shall furnish records specified in Labor Code section 1776 directly to the Labor Commissioner in the manner required by Labor Code section 1771.4.

In addition to providing certified payroll records to the DIR, the Contractor must submit all certified payroll records to the County-approved electronic labor compliance system, LCPtracker. The awarded Prime Contractor's Payroll Administrator should contact the County Resident Engineer on the project to get their project set-up in LCPtracker.

The Department will withhold from progress payments for delinquent or inadequate records (Labor Code § 1771.5). If the Contractor has not submitted an adequate record by the 10th business day after the payday they represent, the Department may withhold up to 10 percent of the monthly progress estimate up to $10,000, exclusive of mobilization. Fringe benefit statement must be included with first CPR submitted for each contractor and with any change in benefits. Statements of Non-Performance for weeks where no work was performed must also be submitted.

4. Apprentices

1. Contractor shall comply with all applicable provisions in Sections 1777.5, 1777.6 and 1777.7 of the Labor Code of the State of California concerning the employment of apprentices by the Contractor or any such Subcontractors under this contract.
2. Section 1777.5, as amended, requires the Contractor or Subcontractor employing tradesmen in any apprenticeable occupation to apply to the joint apprenticeship committee nearest the Site of the public work Project, and which administers the apprenticeship program in that trade, for a certificate of approval. The certificate will also fix the ratio of apprentices to journeymen that will be used in the performance of the Contract. The ratio of work performed

by apprentices to journeymen in such cases shall not be less than one hour to five hours, except:

A. When unemployment in the area of coverage by the joint apprenticeship committee has exceeded an average of fifteen percent (15%) in the three (3) months prior to the request for certificate.
B. When the number of apprentices in training in the area exceeds a ratio of one to five.
C. When the trade can show that it is replacing at least 1/30th of its journeymen through apprenticeship training on an annual basis statewide or locally.
D. When assignment of an apprentice to the Work would create a condition which would jeopardize the apprentice's life or the life, safety or property of fellow employees or the public at large.
E. If the specific task to which the apprentice is to be assigned is of such a nature that training cannot be provided by a journeyman.

3. Any work performed by a journeyman in excess of eight (8) hours per day or forty (40) hours per week shall not be used to calculate the hourly ratio required herein.
4. The minimum ratio for the land surveyor classification shall be not less than one apprentice for each five journeymen.
5. Any ratio shall apply during any day or portion thereof when any journeyman, or the higher standard stipulated by the joint apprenticeship committee, is employed at the Job Site, and shall be computed on the basis of the hours worked by journeymen so employed, except for the land surveyor classification.
6. The Contractor shall employ apprentices for the number of hours computed as above before the end of the Contract. However, he shall endeavor, to the greatest extent possible, to employ apprentices during the same time period that the journeymen in the same craft or trade are employed at the Site.
7. Where an hourly apprenticeship ratio is not feasible for a particular craft or trade, the Division of Apprenticeship Standards, upon application of a joint apprenticeship committee, may order a minimum ratio of not less than one apprentice for each five journeymen.
8. The Contractor is required to make contributions to funds established for the administration of apprenticeship programs if he employs registered apprentices or journeymen in any apprenticeable trade on such contracts and if other contractors on the public works Site are making such contributions.
9. The Contractor and any of its Subcontractors shall strictly comply with the requirements of Sections 1777.5, 1777.6 and 1777.7 in the employment of apprentices.
10. The foregoing provisions shall not apply to contracts of general contractors, or to contracts of specialty contractors not bidding for work through a general or prime contractor, involving less than thirty thousand dollars ($30,000) or twenty (20) Working Days.
11. Information relative to apprenticeship standards, wage schedules and other requirements may be obtained from the Director of Industrial Relations, ex officio the Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices.

5. Working Hours

1. Eight (8) hours of labor constitutes a legal day's work. The Contractor shall forfeit, as a penalty to the County of Marin, twenty-five Dollars ($25) for each worker employed in the execution

of the Contractor or any of its Subcontractors for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of the Labor Code, and in particular, Sections 1810 to 1815 thereof, inclusive, except that work performed by employees of the Contractor in excess of eight (8) hours per day and forty (40) hours during one week shall be permitted upon compensation for all hours worked in excess of eight (8) hours per day at not less than one and one-half times the basic rate of pay, as provided in said Section 1815.

2. The Contractor shall schedule its working hours to coincide with the working hours of the County Government, a normal five (5) day, forty (40) hour week, Monday through Friday, County holidays excepted. No work shall be performed on a County facility during other days nor during other hours without written approval of the Engineer.
3. If the Contractor, for its convenience, desires to perform work during other than normal working hours, or on other than normal Working Days, and after acquiring approval as provided above, he may be required to reimburse the County for any additional expense occasioned the County thereby, such a, but not limited to, utilities services and overtime pay for County Inspectors.

6. Occupational Safety and Health Standards

a. General

Contractor shall comply with applicable occupational safety and health standards, rules, regulations, and orders. The Occupational Safety and Health Standards Board is the only agency authorized in the State to adopt and enforce occupational safety and health standards (Labor Code § 142 et seq.).

Contractor must contact the local public health service department for information concerning public health conditions within the area of the project.

Contractor is the controlling employer and must ensure hazardous conditions are corrected (Labor Code § 6400).

The Engineer may notify Cal/OSHA if Contractor fails to establish or maintain a safe and healthful workplace.

Contractor shall submit copies of its Injury and Illness Prevention Program, Code of Safe Practices, and permits required by Cal/OSHA as informational submittals. The program must address the use of personal and company-issued electronic devices during work. Do not allow the use of entertainment and personal communication devices in the work zone. Workers may use a communication device for business purposes in the work area, at a location where their safety and the safety of other workers and the traveling public is not compromised.

The Department is not responsible for the health and safety of:

1. Contractor's personnel
2. Subcontractor's personnel
3. Supplier's personnel

4. Any other persons present at the job site at the request of Contractor or its subcontractors.

b. Excavation Safety

Contractor shall comply with Labor Code § 6705 while excavating. For an excavation 5 feet or more in depth, submit shop drawings for a protective system.

The drawings must show the design and details for providing worker protection from caving ground during excavation.

Shop drawings of protective systems for which the Construction Safety Orders require design by a registered professional engineer must be sealed and signed by an engineer who is registered as a civil engineer in the State.

The submittal must allow review time and include the contents shown in the following table except the review time is sixty-five (65) days for an excavation on or affecting railroad property:

Topic	Plan not requiring a signature	Plan requiring a signature
Review Time	5 business days before excavating	20 days before excavating
Contents	Drawings Calculations Material information Proprietary system information	Drawings Calculations Material information Proprietary system information Soil classification Soil properties Soil design calculations

c. Excavation More Than Four Feet Deep (Public Contract Code section 7104)

1. If the Work involves excavation more than four feet deep, the Contractor must promptly notify the Department in writing before disturbing:
    A. Material that the Contractor believes may be hazardous waste, as defined in Health & Safety Code section 25117, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law;
    B. Subsurface or latent physical conditions at the Work site differing from those indicated by information about the site made available to bidders prior to the deadline for submitting bids; or
    C. Unknown physical conditions at the Work site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents.
2. The Department will promptly investigate any such conditions for which notice is given. If the Department finds that the conditions do materially differ, or involve hazardous waste, and would cause a decrease or increase in the cost or time of performance of the Work, this is change order work.
3. If a dispute arises between the Department and the Contractor concerning whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in

the cost or time of performance, the Contractor will not be excused from any completion date provided in the Contract Documents, but shall proceed with all Work to be performed. The Contractor will retain all rights under contract or law pertaining to resolution of disputes and protests between contracting parties.

d. Tunnel Safety

Cal/OSHA classifies tunnels into one of the following classifications:

1. Non-gassy
2. Potentially gassy
3. Gassy
4. Extra-hazardous

If a tunnel location is described in the Contract, the classification is included in the *Information Handout* and Contractor must:

1. Designate an on-site Safety Representative under 8 CA Code of Regs § 8406
2. Submit the name of Contractor's on-site Safety Representative at least seven (7) days before starting work at each tunnel
3. Prominently post a notice at the job site of:
    A. Tunnel classifications
    B. Any special orders, rules, special conditions, or regulations related to tunnel work
4. Ensure Contractor's workers are informed of these classifications

Contractor shall notify the Engineer at least twenty (20) days before a worker enters a tunnel not described in the Contract. The Department obtains the classification of the tunnel. The Engineer may suspend the work because of a change directly resulting from the Contractor's planned activities that causes activities to fall under the Tunnel Safety Orders of 8 CA Code of Regs § 8422.

e. Confined Space Safety

Contractor shall comply with 8 CA Code of Regs § 5158 while working in a confined space.

f. Omitted

g. Omitted

7-1.02L. **Public Contract Code**

1. **Antitrust Claims**

In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, the Contractor or subcontractor offers and agrees to assign to the awarding body all rights, title, and interest in and to all causes of action it may have under section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with § 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the

subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the Contractor, without further acknowledgment by the parties. [Public Contract Code § 7103.5 (b)]

7-1.02M. Public Resources Code

1. Fire Protection

Contractor shall submit the names and emergency telephone numbers of the nearest fire suppression agencies before the start of job site activities as an informational submittal and post the names and phone numbers at a prominent place at the job site.

Contractor shall submit a copy of its fire prevention plan required by Cal/OSHA as an informational submittal before the start of job site activities.

Contractor shall cooperate with fire prevention authorities in performance of the work.

Contractor shall immediately report fires occurring within and near the project limits by dialing 911 and to the nearest fire suppression agency by using the emergency phone numbers retained at the job site.

Contractor shall prevent project personnel from setting open fires that are not part of the work.

Contractor shall prevent the escape of and extinguish fires caused directly or indirectly by job site activities.

Contractor shall obtain the emergency phone numbers of the California Department of Forestry and Fire Protection unit headquarters, United States Forest Service ranger district office, and U.S. Department of Interior Bureau of Land Management field offices, and submit these phone numbers to the Engineer before the start of job site activities. Contractor shall post the agencies' names and emergency phone numbers at a prominent place at the job site.

Hydrocarbon-fueled engines, both stationary and mobile, must be equipped with spark arresters pursuant to Public Resources Code § 4442 except for either of the following:

1. Motor trucks, truck tractors, buses, or passenger vehicles, if equipped with a muffler as defined in the Vehicle Code
2. Equipment powered by turbocharged engines if:
3. Exhausted gases pass through the rotating turbine wheel
4. There is no exhaust bypass to the atmosphere
5. The turbocharger is in effective mechanical condition

Each toilet must have a metal ashtray at least 6 inches in diameter by 8 inches deep, half-filled with sand, and within easy reach of anyone accessing the facility.

Contractor shall locate flammable materials at least 50 feet away from equipment service, parking, and gas or oil storage areas. Each small mobile or stationary engine site must be cleared of flammable material for a radius of at least 15 feet from the engine.

Before clearing and grubbing, Contractor shall clear a fire break at the outer limits of the areas to be cleared and grubbed. Where clearing and grubbing limits allow, Contractor shall use a minimum fire break width of 20 feet. Each area to be cleared and grubbed must be cleared and kept clear of flammable material such as dry grass, weeds, brush, downed trees, oily rags and waste, paper, cartons, and plastic waste.

Arrangements have been made with Cal Fire, USFS, and BLM to notify the Department when the fire danger rating is "very high" or "extreme." This information will be furnished to the Engineer who will notify Contractor for dissemination and action in the area affected. If a discrepancy between this notice and the fire danger rating obtained from the nearest office of either Cal Fire or USFS exists, Contractor must conduct operations according to the higher of the two fire danger ratings.

If the fire danger rating is "very high" or a "fire weather watch" is issued, then:

1. Falling of dead trees or snags must be discontinued.
2. No open burning is permitted and fires must be extinguished.
3. Welding must be discontinued except in an enclosed building or within an area cleared of flammable material for a radius of 25 feet.
4. Blasting must be discontinued.
5. Smoking is allowed only in automobiles and cabs of trucks equipped with an ashtray or in cleared areas immediately surrounded by a fire break unless prohibited by other authority.
6. Vehicular travel is restricted to cleared areas except in case of emergency.

If the fire danger rating is "extreme" or a "red flag warning" is issued, take the precautions specified for a "very high" fire danger rating or a "fire weather watch" issuance, except:

1. Smoking is only allowed in automobiles and cabs of trucks equipped with an ashtray.
2. Work of a nature that could start a fire requires that properly equipped fire guards be assigned to such operation for the duration of the work.

The Engineer may suspend work wholly or in part due to hazardous fire conditions. If the controlling activity is suspended due to hazardous fire conditions, the associated days are considered adverse weather-related conditions and working days will not be assessed. If field and weather conditions become such that the work is suspended, this Section 7-1.02M(1) will not be enforced for the period of the suspension.

2. Surface Mining and Reclamation Act

Imported borrow or aggregate material must come from a surface mine permitted under the Surface Mining and Reclamation Act of 1975, Public Resources Code § 2710 et seq., or from a source not subject to this act.

For the list of permitted sites, go to the Department of Conservation, Division of Mine Reclamation website.

If Contractor imports borrow or aggregate material from a surface mine not on this list, it shall submit proof that the source is not subject to the Surface Mining and Reclamation Act.

7-1.02N. **Reserved**

7-1.02O. **Vehicle Code**

Under Vehicle Code § 591, the Department determines areas within the project limits are open to public traffic. For those areas, Contractor shall comply with the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code.

Veh Code § 591 does not relieve the Contractor or any other person from the duty of exercising due care.

7-1.03. PUBLIC CONVENIENCE

Compliance with Section 7-1.03 does not relieve the Contractor of its responsibility for public safety.

Construction activities must not inconvenience the public or abutting property owners. Contractor shall schedule and conduct work to avoid unnecessary inconvenience to the public and abutting property owners. Contractor shall avoid undue delay in construction activities to reduce the public's exposure to construction.

Where possible, Contractor should route traffic on new or existing paved surfaces.

Contractor shall maintain convenient access to driveways, houses, and buildings. When an abutting property owner's access across the right-of-way line is to be eliminated or replaced under the Contract, the existing access must not be closed until the replacement access facility is usable. Contractor shall construct temporary approaches to a crossing and an intersecting highway.

Contractor shall provide a reasonably smooth and even surface for use by traffic at all time during the excavation of a roadway and construction of an embankment. Before other grading activities, place fill at culverts and bridges to allow traffic to cross. If ordered, Contractor shall excavate a roadway cut in layers and construct an embankment in partial widths at a time alternating construction from one side to the other and routing traffic over the side opposite the one under construction. Contractor shall install or construct culverts on only 1/2 the width of the traveled way at a time; Contractor shall keep the traveled way portion being used by traffic open and unobstructed until the opposite side of the traveled way is ready for use by traffic.

Upon completion of rough grading or placing any subsequent layer, Contractor shall bring the surface of the roadbed to a smooth and even condition, free of humps and depressions, and satisfactory for the use of the public.

After subgrade preparation for a specified layer of material has been completed, Contractor shall repair any damage to the roadbed or completed subgrade, including damage caused by public use.

While subgrade and paving activities are underway, Contractor shall allow the public to use the shoulders. If half-width paving methods are used, Contractor shall allow the public to use the side of the roadbed opposite the one under construction. If enough width is available, Contractor shall keep open a passageway wide enough to accommodate at least 2 lanes of traffic at locations where subgrade and paving activities are underway. Contractor shall shape shoulders or reshape subgrade as necessary to accommodate traffic during subgrade preparation and paving activities.

Contractor shall apply a dust palliative for the prevention or alleviation of dust nuisance.

If a height differential of more than 0.04 foot is created by construction activities at a joint transverse to the direction of traffic on the traveled way or a shoulder subject to public traffic, Contractor shall construct a temporary taper at the joint with a slope complying with the requirements shown in the following table:

Temporary Tapers

Height differential (foot)	Slope (horizontal:vertical)	
	Taper use of 14 days or less	Taper use of more than 14 days
Greater than 0.08	100:1 or flatter	200:1 or flatter
0.04–0.08	70:1 or flatter	70:1 or flatter

For a taper on existing asphalt concrete or concrete pavement, Contractor shall construct the taper with minor HMA under Caltrans Standard Specification section 39-2.07.

Contractor shall grind existing surfaces to accommodate a minimum taper thickness of 0.10 foot under either of the following conditions:

1. HMA material such as rubberized HMA, polymer-modified bonded wearing course, or open-graded friction course is unsuitable for raking to a maximum 0.02 foot thickness at the edge
2. Taper will be in place for more than 14 days

For a taper on a bridge deck or approach slab, Contractor shall construct the taper with rapid setting concrete under Caltrans Standard Specification section 60-3.02B(2) or polyester concrete under Caltrans Standard Specification section 60-3.04B(2). Prepare the surface to receive the taper under Caltrans Standard Specification section 60-3.02C(7). For tapers with aggregate fillers, rake conform edges to ensure smooth transitions. Cure the taper for at least three (3) hours or the minimum time recommended by the manufacturer before opening to traffic.

The completed surface of the taper must be uniform and must not vary more than 0.02 foot from the lower edge of a 12-foot straightedge when placed on its surface parallel and perpendicular to traffic.

If authorized, Contractor may use alternative materials or methods to construct the required taper.

Contractor shall install signs, lights, flares, temporary barrier system, barricades and other facilities to direct traffic. Contractor shall provide flaggers whenever necessary to direct the movement of

the public through or around the work. Flagging must comply with Caltrans Standard Specification section 12-1. When not described and if ordered, providing flaggers is change order work.

Contractor is required to pay for the cost of replacing or repairing all facilities installed under change order work for the convenience, direction, or warning of the public that are lost while in Contractor's custody or are damaged by Contractor's operations to such an extent as to require replacement or repair.

The Engineer may order or consent to Contractor's request to open a completed section of surfacing, pavement, or structure roadway surface for public use. Contractor will not be compensated for any delay to Contractor's construction activities caused by the public. This does not relieve Contractor from any other contractual responsibility.

7-1.04. PUBLIC SAFETY

Contractor is responsible to provide for public safety.

Contractor shall not construct a temporary facility that interferes with the safe passage of traffic and/or pedestrians.

Contractor shall control dust resulting from the work, inside and outside the right-of-way.

Contractor shall move workers, equipment, and materials without endangering traffic.

Whenever Contractor's activities create a condition hazardous to the public, furnish, erect and maintain those fences, temporary barrier system, barricades, lights, signs, and other devices and take any other necessary protective measures to prevent damage or injury to the public.

Any fences, temporary barrier system, barricades, lights, signs, or other devices furnished, erected and maintained by Contractor are in addition to those for which payment is provided elsewhere in the specifications.

Contractor shall provide flaggers whenever necessary to ensure that the public is given safe guidance through the work zone. Flagging must comply with Caltrans Standard Specification section 12-1. When not described and if ordered, providing flaggers is change order work.

At locations where traffic is being routed through construction under one-way controls, Contractor shall move its equipment in compliance with the one-way controls unless otherwise ordered.

Use of signs, lights, flags, or other protective devices must comply with the *California MUTCD* and any directions of the Engineer. Signs, lights, flags or other protective devices must not obscure the visibility of, nor conflict in intent, meaning, and function of either existing signs, lights and traffic control devices, or any construction area signs.

Contractor shall keep existing traffic signals and highway lighting in operation. Other forces within the Department will perform routine maintenance of these facilities during the work.

Contractor shall cover signs that direct traffic to a closed area. Except for work specified in section 12 of the Caltrans Standard Specifications, maintaining, and removing the covers on construction area signs is change order work.

Contractor shall install temporary illumination such that the illumination and the illumination equipment do not interfere with public safety. The installation of general roadway illumination does not relieve the Contractor from furnishing and maintaining any protective devices.

Equipment must enter and leave the highway via existing ramps and crossovers and must move in the direction of traffic. All movements of workers and construction equipment on or across lanes open to traffic must be performed in a manner that do not endanger the public. Contractor's vehicles or other mobile equipment leaving an open traffic lane to enter the construction area must slow down gradually in advance of the location of the turnoff to give the traffic following an opportunity to slow down. When leaving a work area and entering a roadway carrying traffic, Contractor's vehicles and equipment must yield to traffic. Compensation for flaggers, used for all movement of workers and construction vehicles and equipment on or across lanes open to traffic, is included in the bid items of work involved.

Contractor shall immediately remove hauling spillage from a roadway lane or shoulder open to traffic. When hauling on roadways, trim loads and remove material from shelf areas to minimize spillage.

Contractor shall notify the Engineer not less than twenty-five (25) days and not more than one hundred twenty-five (125) days before the anticipated start of an activity that will change the vertical or horizontal clearance available to traffic, including shoulders.

If vertical clearance is temporarily reduced to 15.5 feet or less, Contractor shall place low clearance warning signs in compliance with the *California MUTCD* and any directions of the Engineer. Signs must comply with the dimensions, color, and legend requirements of the *California MUTCD* and Caltrans Standard Specification section 12-3.11 except that the signs must have black letters and numbers on an orange retroreflective background. W12-2P signs must be illuminated so that the signs are clearly visible.

Contractor shall provide accessible pedestrian path of travel during construction. Contractor shall pave or provide full width continuous and cleared wood walks for pedestrian openings through falsework, that meet accessibility requirements. Protect pedestrians from falling objects and concrete-curing water. Extend overhead protection for pedestrians at least 4 feet beyond the edge of the bridge deck. Illuminate all pedestrian openings through falsework. Temporary pedestrian facilities must comply with the *California MUTCD*, Part 6, Chapter 6D, "Pedestrian and Worker Safety" and the Caltrans 2020 Temporary Pedestrian Access Routes Handbook.

Contractor shall not store vehicles, material, or equipment in a way that:

1. Creates a hazard to the public
2. Obstructs traffic control devices

Contractor shall not install or place temporary facilities used to perform the work which interfere with the free and safe passage of traffic.

Temporary facilities that could be a hazard to public safety if improperly designed must comply with design requirements described in the Contract for those facilities or, if none are described, with standard design criteria or codes appropriate for the facility involved. Submit shop drawings and design calculations for the temporary facilities and show the standard design criteria or codes used. Shop drawings and supplemental calculations must be sealed and signed by an engineer who is registered as a civil engineer in the State.

Contractor must furnish and install the necessary warning devices. If the Engineer points out the inadequacy of warning devices and protective measures, that action on the part of the Engineer does not relieve Contractor from its responsibility for public safety or abrogate its obligation to furnish and pay for these devices and measures.

Contractor shall install temporary accessible barrier system or other authorized protective systems under any of the following conditions:

1. Excavations: Where the near edge of the excavation is within 15 feet from the edge of an open traffic lane
2. Temporarily unprotected permanent obstacles: When the work includes the installation of a fixed obstacle together with a protective system, such as a sign structure together with protective railing, and Contractor elects to install the obstacle before installing the protective system; or Contractor, for its convenience and as authorized, remove a portion of an existing protective railing at an obstacle and do not replace such railing completely the same day
3. Storage areas: When material or equipment is stored within 15 feet of the edge of an open traffic lane and the storage is not otherwise prohibited by the Contract
4. Height differentials: When construction operations create a height differential greater than 0.15 feet within 15 feet of the edge of traffic lane

Installation of temporary barrier system is not required if an excavation within 15 feet from the edge of an open traffic lane is protected by any of the following:

1. Steel plate or concrete covers of adequate thickness to prevent accidental entry by traffic or the public
2. Side slope where the downhill slope is 4:1 (horizontal:vertical) or less unless a naturally occurring condition
3. Barrier or railing

Offset the approach end of temporary barrier system a minimum of 15 feet from the edge of an open traffic lane. Install the temporary barrier system on a skew toward the edge of the traffic lane of not more than 1 foot transversely to 10 feet longitudinally with respect to the edge of the traffic lane. If the 15-foot minimum offset cannot be achieved, the temporary barrier system must be installed on the 10 to 1 skew to obtain the maximum available offset between the approach end of the railing and the edge of the traffic lane, and an array of temporary crash cushion modules must be installed at the approach end of the temporary barrier system.

Secure temporary barrier system in place before starting work for which the temporary barrier system is required.

If a traffic lane is closed with channelizers for excavation work, move the devices to the adjacent edge of the traveled way when not excavating. Space the devices as specified for the closure.

Do not move or temporarily suspend anything over a traffic lane open to the public unless the public is protected.

7-1.05. INDEMNIFICATION

1. For the purposes of this Section, "County" shall mean both the County of Marin and the public entity awarding the Contract by action of the Board of Supervisors sitting as the governing body of such public entity.

2. To the fullest extent permitted by law and consistent with Civil Code section 2782, the Contractor will indemnify, defend (with counsel approved by County), and hold harmless the County, its officials, officers, employees, agents, volunteers, and consultants ("indemnified parties") from and against any or all loss, liability, expense, claims, penalties, costs (including costs, attorneys' fees and expert fees of defense), suits, and damages of every kind, nature, and description directly or indirectly arising from or in any way connected to the performance of the Work ("Claims"), regardless of Contractor's fault or negligence, including any of the same resulting from the alleged or actual negligent act or omission of an indemnified party; except that said indemnity shall not be applicable to Claims arising from the sole negligence, active negligence, or sole willful misconduct of an indemnified party. In instances where the active negligence of an indemnified party accounts for only a percentage of the liability involved, the obligation of Contractor will be for that entire portion of the percentage of liability not attributable to the active negligence of the indemnified party.

3. Notwithstanding the provisions of Section 7-1.05(2), above, With respect to the performance of design professional services by a design professional as defined in California Civil Code Section 2782.8, to the fullest extent permitted by law, the Contractor will indemnify, defend (with counsel approved by County), and hold harmless the County, its officials, officers, employees, agents, volunteers, and consultants ("indemnified parties") from and against any or all loss, liability, expense, claims, penalties, costs (including costs, attorneys' fees and expert fees of defense), suits, and damages of every kind, nature, and description to the extent arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of Contractor or any of its officers, employees, servants, agents, or subcontractors (collectively and/or individually "Contractor "), in the performance of this Contract or failure to comply with any obligations of the Contract. If it is finally determined (through a non-appealable judgment or an agreement between County and Contractor) that liability is caused by the comparative negligence or willful misconduct of County, then Contractor's indemnification and hold harmless obligation shall not exceed Contractor's finally determined percentage of liability based upon the comparative fault of Contractor .

   Irrespective of any language to the contrary in this Contract, the Contractor has no duty to provide or to immediately pay for an up-front defense of County against unproven claims or

allegations, but shall reimburse those litigation costs and expenses (including, without limitation, attorneys' fees, and expert fees) incurred by the County to the extent caused by the negligence, recklessness, or willful misconduct of Contractor. In no event shall the cost to defend charged to Contractor exceed Contractor's proportional percentage of fault, except as described in Section 2782.8(a) and (e) of the California Civil Code.

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

5. Approval of the Contractor's certificates of insurance and/or endorsements does not relieve the Contractor of liability under this Section 7-1.05. The Contractor will defend, with legal counsel reasonably acceptable to the County, any action or actions filed in connection with any Claims and will pay all related costs and expenses, including attorneys' fees incurred. The Contractor will promptly pay any judgment rendered against the County, its officials, officers, employees, agents, volunteers, or consultants for any Claims. In the event the County, its officials, officers, employees, agents, volunteers, or consultants is made a party to any action or proceeding filed or prosecuted against Contractor for any Claims, Contractor agrees to pay the County, its officials, officers, employees, agents, volunteers, and consultants any and all costs and expenses incurred in such action or proceeding, including but not limited to, reasonable attorneys' fees.

6. In accordance with Civil Code section 2782(a), nothing in the Contract will be construed to indemnify the County for defects in design furnished by County.

7. This indemnification and duty to defend shall extend to Claims asserted after termination of this Contract for whatever reason.

8. The County and Contractor shall timely notify each other of the receipt of any third-party claim relating to the contract. The County shall be entitled to recover its reasonable costs incurred in providing such notification.

7-1.06. INSURANCE

Contractor shall maintain, and cause its subcontractors to maintain, insurance as set forth in the Insurance Addendum.

7-1.07. LEGAL ACTIONS AGAINST THE DEPARTMENT

7-1.07A. General

If legal action is brought against the County over compliance with a County, State or federal law, rule, or regulation applicable to highway work, then:

1. If the County in complying with a court order prohibits Contractor from performing work, the resulting delay is a suspension related to Contractor's performance, unless the Department terminates the Contract.
2. If a court order other than an order to show cause or the final judgment in the action prohibits the Department from requiring Contractor to perform work, the Department may delete the prohibited work or terminate the Contract.

7-1.07B. **Omitted**

7-1.08. PERSONAL LIABILITY

Neither the Director, the Engineer nor any other officer or authorized employee of the County, nor any officer or employee of any other public agency shall be personally responsible for any liability arising under or by virtue of the Contract.

7-1.09. UNSHELTERED INDIVIDUALS ENCAMPMENTS

Contractor shall notify the Engineer at least ten (10) days prior to needing access to areas in the right of way with encampments that affect performance of the work. The Department will remove encampments including encampment debris.

7-1.10. STORMWATER POLLUTION CONTROL

7-1.10A. **General**

1. This section outlines general stormwater pollution control requirements applicable to all services performed by the Contractor on:
    A. County-owned, leased, or managed property, and/or
    B. Any location where services are performed on behalf of the County.
2. The Contractor shall be required to implement all applicable Best Management Practices (BMPs) to prevent stormwater pollution in accordance with:
    A. Marin County Code Chapter 23.18 – Stormwater Runoff Pollution Prevention Ordinance
    B. Phase II Small Municipal Separate Storm Sewer System (MS4) NPDES Permit, Water Quality Order No. 2013-0001-DWQ, General Permit No. CAS000004, and any subsequent amendments.
3. These requirements apply regardless of the size or location of the project and are baseline/supplemental to projects that require an Erosion and Sediment Control Plan per Marin County Code Chapter 23.18.093 or projects subject to the California State Water Resource Control Board General Permit for Stormwater Discharges Associated with Construction or Land Disturbance Activities ORDER WQ 2022-0057-DWG, NPDES NO. CAS000002, or subsequent amendments.

7-1.10B. **References**

1. Marin County Code Chapter 23.18 – Urban Runoff Pollution Prevention

2. State Water Resources Control Board Order No. 2013-0001-DWQ, General Permit CAS00004
3. MCSTOPPP Minimum Control Measures for Small Construction Projects
4. MCSTOPPP Municipal Field Operations and Maintenance Activities BMP Guidelines

7-1.10C. **Submittals**

1. Upon request, the Contractor shall provide to the County:
    A. Documentation of BMPs implemented.
    B. Any site-specific procedures or plans developed for pollution control.
2. BMP documentation must be available for County review at any time during project execution

7-1.10D. **BMP Implementation**

1. The Contractor shall implement all applicable BMPs within project area, including but not limited to:
    A. Construction and maintenance activities
    B. Field operations and staging areas
    C. Material handling and storage
    D. Vehicle and equipment fueling, washing, and maintenance
    E. Waste management and spill response
2. Contractor shall select and implement BMPs in accordance with MCSTOPPP Minimum Control Measures for Small Construction Projects, available at: https://mcstoppp.org/wp-content/uploads/2020/09/esc-measures-for-small-construction-projects.pdf
3. All temporary BMPs must be removed once site is stabilized at project completion.

7-1.10E. **Stormwater Compliance, Enforcement, and Penalties**

1. County Inspection and Corrective Actions
    A. The County will inspect implementation of the Contractor's Minimum Stormwater Control Measures.
    B. The County will assess the adequacy and maintenance of BMPs in accordance with the CASQA BMP Handbook.
    C. If BMPs are found to be ineffective or improperly maintained:
        - The Contractor must immediately take corrective action at no additional cost to the County.
        - All work must be approved by the County.
2. Retention of Funds for Non-Compliance
    A. If the Contractor fails to comply with this section, the County may retain funds from payments due, in addition to standard contract retention.
    B. Retained funds will be released in the next monthly progress payment following:
        - Implementation and maintenance of an approved SWPPP.
        - Adequate control of stormwater pollution, as determined by the County.
    C. For the first progress payment, the County may retain up to 25% of the total contract value.
    D. During the period that funds are retained due to non-compliance with this section, no interest shall be paid on the withheld amounts.

3. Penalties and Fines
    A. "Penalties" include any fines, damages, or settlements – ordered, assessed, or levied – against the Contractor or County for violations of:
        - The Federal Clean Water Act
        - The State Porter-Cologne Water Quality Control Act
        - Other applicable permits, regulations, ordinances, or citizen suits.
    B. Penalties also include:
        - Costs of mitigation or corrective actions.
        - Payments made in lieu of fines.
        - Legal settlements related to violations.
    C. The County may retain contract payments in an amount up to the full value of such Penalties until final resolution. The Contractor remains fully liable for these amounts.
    D. If a regulatory agency cites non-compliance:
        - The County will give the Contractor 7 calendar days' written notice before retaining funds from progress payments (before acceptance of work by the County).
        - Funds may be retained without notice after acceptance of the work.

7-1.11. OMITTED

7-1.12. PATENTS

The Contractor shall assume all costs arising from the use of patented materials, equipment, devices or processes used on or incorporated in the Work, and agrees to indemnify and save harmless the County of Marin, the Board of Supervisors, the Engineer and their duly authorized representatives from all suits at law or actions of every nature for, or on account of, the use of any patented materials, equipment, devices or processes.

7-1.13. CONTRACTOR'S RESPONSIBILITY FOR WORK

1. Until the formal acceptance of the Work by the County, the Contractor shall have the charge and care thereof and shall bear the risk of injury or damage to any part of the Work by the action of the elements or from any other cause whatsoever, whether arising from the execution or from the non execution of the Work, except as otherwise provided in Sections 6-1.01D and 7-1.17, herein.
2. The Contractor shall rebuild, repair, restore and make good all injuries or damages to any portion of the Work before its completion and acceptance, and shall bear the expense thereof, except for such injuries or damages as are directly and proximately occasioned by acts of god as defined in Public Contract Code 7105(b)(2). In case of suspension of work from any cause whatever, the Contractor shall be responsible for the Work as above specified, and he shall also be responsible for all materials, and shall properly store them if required, and shall provide suitable drainage and erect temporary protective structures where necessary.

7-1.14. COOPERATION BETWEEN ORGANIZATIONS

1. The Contractor shall cooperate with all utility companies and with other contractors who may be performing work on behalf of the County, and with workers who may be employed by the County on any work in the vicinity of the Work to be done under this Contract. The Contractor shall so conduct its operations as to interfere to the least possible extent with the work of such contractors or workers. The Contractor shall promptly make good, at its own expense, any injury or damage that may be sustained by other contractors or employees of the County at its hands.
2. Any difference or conflict which may arise between the Contractor and other contractors, or between the Contractor and utility companies, or between the Contractor and workers of the County in regard to their work will be adjusted and determined by the Engineer.
3. If the work of the Contractor is delayed because of any acts or omissions of any other contractor or utility company, the contractor shall, on that account, have no claim against the County other than for an extension of time.

7-1.15. DAMAGE LIABILITY

The Contractor shall ensure that all structures, surfaces, fixtures, glass, plants, etc., within the work area are adequately protected from damage during the course of the Project. The Contractor shall assume the cost of repairs for any and all damage for which it is responsible.

7-1.16. ENTRY RIGHTS

The right is reserved to the County and to railway, water, gas, telephone, telegraph and electric power transmission companies to enter upon the Work for the purpose of making

repairs and changes that have become necessary by reason or the Work. Projects financed in whole or in part with State or Federal funds shall be subject to inspection at all times by authorized representatives of the State or Federal Governments.

7-1.17. OCCUPANCY PRIOR TO ACCEPTANCE

The County reserves the right to occupy all or any parts of the Project prior to completion of the entire Contract, or upon written order therefor. In such event, the Contractor will be relieved of responsibility for any injury or damage to such part as a result from such occupancy and use by the County. If the Contractor carries insurance against damage to such premises or against liability to third persons covering the premises so used and occupied by the County, and if such occupancy results in increased premiums for such insurance, the County will pay to the Contractor the added cost for such insurance during the period of occupancy.

7-1.18. ACCEPTANCE OF THE WORK

When the final inspection is completed and it has been determined that the Work is in accord with the requirements of the Drawings and Specifications, the Engineer will formally accept it in writing. After such acceptance, the Contractor will be relieved of protecting the Work, except for such correction or repair as shall be required to remedy any defect therein which occurs within the guarantee period. The Contractor will not be required to perform any further work thereon except such items as may be reserved specifically in the Specifications or formal written acceptance, and

shall be relieved of responsibility for injury to persons or property or damage which occurs after said acceptance.

7-1.19. CORRECTION OF ERRORS AND FINANCIAL RECOVERY

The County reserves the right to correct any error that may have been made in any estimate that has been paid. The County also reserves the right to claim and recover, by process of law, any sums sufficient to correct any error or make good any deficiency in the Work resulting from such error, or from dishonesty or collusion between any of the parties or individuals having dealings pursuant to the construction of the Work, regardless of when such error, dishonesty or collusion shall be discovered.

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8. PROSECUTION AND PROGRESS

This section includes specifications related to prosecuting the Contract, time limits, work progress and damages.

8-1.01. GENERAL

1. The County will designate the starting date on which the Contractor shall commence the Work in the Notice to Proceed or in the Contract Documents, and from which the Contractor shall diligently prosecute it to completion (the "Work Start Date"). The Contractor is obligated to satisfactorily complete the Work on or before the expiration of the Contract Time stated in the Agreement, or by an agreed date as stipulated by the County, plus such additional days as may be properly allowed.
2. It is hereby agreed by the parties to the Contract that in case all the work called for thereunder, in all parts and requirements, is not finished or completed within the Contract Time set forth, or as extended, damage will be sustained by the County. As it is and may be impracticable and extremely difficult to ascertain and determine the actual damage which the County will sustain in the event of and by reason of such delay, it is therefore agreed that the Contractor will pay to the County the sum stipulated in the Instructions to Bidders for each and every Working Days delay in finishing the Work beyond the time prescribed. The Contractor agrees to pay said Liquidated Damages as herein provided, and in case the same are not paid, agrees that the County may deduct the amount thereof from any money due or that may become due under the Contract.
3. It is further agreed that, in case the work called for under the Contract is not finished and completed in all parts and requirements within the time specified, the Engineer shall have the right to extend the time for completion or not, as the Engineer may deem to be in the best interest of the County. If the Engineer decides to extend the said time limit, then the Engineer shall have the right to charge to the Contractor, or its sureties, and to deduct from the final payment for the Work, all or any part, as may be deemed proper, of the actual cost of engineering, inspection, superintendence and other overhead expenses to the County which are attributable to such extension.
4. The Contractor shall not be assessed with Liquidated Damages nor the cost of engineering and inspection during any delay in the completion of the Work caused by Acts of God, as defined, or of the public enemy, fire, flood, epidemics, quarantine restrictions, strikes, freight embargoes and unusual action of the elements, or delays of Subcontractors or suppliers due to such causes. The Contractor shall notify the Engineer, in writing, of the causes of delay within five (5) Working Days from the beginning of any such delay. The Engineer shall ascertain the facts and the extent of the delay, and findings thereon shall be final and conclusive. No extensions of time will be granted in the absence of such written notification.
5. It is further agreed that, except in those cases deemed by the County to be so warranted, or except where expressly so provided, requests by the Contractor for extensions of time will not be acted upon by the County until such time as all work under the Contract is completed.

8-1.02. SCHEDULE

8-1.02A. General

Contractor shall submit critical path method schedules that are consistent in all respects with time, staging, and work sequencing of the Contract.

Contractor shall submit its baseline schedule within fifteen (15) days of contract execution. Within five (5) business days of baseline schedule submittal, Contractor shall meet with the Engineer to discuss the baseline schedule.

By the 24th of each month, Contractor shall submit an update schedule with required support data that includes the status of work completed to date and the work yet to be performed as planned. The update schedule must have a data date of the 21st day of the month or other date established by the Engineer. The review period does not start until the previous month's required schedule is accepted. The update schedule must show changes from prior accepted schedules. Update schedules not accepted or rejected within the review period will be accepted. Update schedules may be accepted with exceptions noted.

Contractor shall correct rejected schedules and resubmit them within seven (7) days upon notification. Allow seven (7) days for the review of the resubmittal.

Contractor shall ensure that all activity sequences are logical and that each schedule shows a coordinated plan for completion of the work. If the Contract includes construction staging and Contractor proposes changes to the described staging, do not perform work affected by the proposed changes until the Engineer accepts Contractor’s schedule and the Department approves a Change Order.

Contractor shall perform critical path work activities in the sequence indicated on the current accepted schedule.

Contractor shall notify the Engineer in advance of performance of non-critical work activities that comply with Contract requirements but are out-of-sequence with the current accepted schedule. Performance of such work shall not impact the critical path work activities.

The Engineer's review and acceptance of schedules neither voids any Contract part nor Contractor’s responsibility for submitting complete and accurate information. Errors or omissions on schedules do not void Contractor’s responsibility for completing all work within the time specified for completion of the work. If any aspect of the schedule has an error or omission after a schedule has been accepted, correct it on the next update schedule.

Upon completion of the work, the Department will return withholds associated with this Section 8-1.02 and make a payment adjustment for work not performed in the same manner as work-character changes.

8-1.02B. **Level 1 Critical Path Method**

1. General

This Section 8-1.02B applies to a contract without a critical path method schedule bid item shown in the Bid Item list.

Contractor shall use software to prepare each schedule.

For each schedule submittal, Contractor shall submit:

1. Plotted original, time-scaled network diagram on a sheet at least 8-1/2 by 11 inches with a title block and timeline in PDF file format.
2. Schedule data in an authorized electronic file format. File name must include:
    A. Contract number
    B. Schedule number and date produced
3. Narrative report that includes:
    A. Transmittal letter
    B. Work completed during the period
    C. Identification of unusual conditions or restrictions regarding labor, equipment, or material
    D. Description of the current critical path
    E. Current and anticipated delays, including:
        - Cause of delay
        - Impact of delay on other activities, milestones, and completion dates
        - Corrective action, mitigation, and schedule adjustments to correct the delay
    F. Reasons for any changes Contractor proposes to the planned work
    G. Pending items and status of:
        - Permits
        - Change orders
        - Time adjustments
        - Noncompliance notices
    H. Changes to the critical path and scheduled completion date since the last schedule submittal
    I. Reasons for an early or late scheduled completion date in comparison to the work completion date
    J. Written response to Engineer's comments on the previous month's schedule submittal

2. Schedule Format

On each schedule, show:

1. Planned and actual start and completion dates of each work activity, including applicable:
    A. Submittal development.
    B. Submittal review and acceptance.
    C. Material procurement.
    D. Contract milestones and each required constraint. Constraints other than those required by the specifications may be included if authorized.
    E. Equipment and plant setup.
    F. Interfaces with outside entities.
    G. Erection and removal of falsework and shoring.
    H. Test periods.

I. Major traffic stage change.
J. Final cleanup.

2. Order that Contractor proposes to prosecute the work.
3. Logical links between the time-scaled work activities.
4. All controlling activities.
5. Clear description of each activity.
6. At least 1 predecessor and 1 successor to each activity except for project start and project end milestones.
7. Duration of at least one (1) working day for each activity.
8. Start milestone date as the Work Start Date per the Contract Documents.

3. Update Schedule

Contractor may include changes to update schedules that do not alter a critical path or extend the scheduled completion date of the current schedule. Changes may include:

1. Adding or deleting activities
2. Changing activity constraints
3. Changing remaining durations
4. Changing logic
5. Contractor’s forecasted date of completion

In advance, Contractor shall discuss with the Engineer, changes that propose an adjustment of the scheduled completion date or alterations in the critical path. If agreement cannot be achieved, Contractor may submit an RFI.

Contractor shall meet with the Engineer to review work progress on or before the 1st day of each month, starting thirty (30) days after the baseline schedule is accepted. Contractor and Engineer shall discuss narrative report, progress to date, changes in schedule, unresolved time issues, and additional schedule changes needed.

The update schedule must:

1. Show actual activity start dates, percent complete, remaining duration, and finish dates
2. Show actual durations for work that has been completed, including the Engineer's review and Contractor’s resubmittal times

If a previous update schedule was not approved, the Engineer may allow Contractor to submit an update schedule that reflects current progress. Submittal of this update schedule does not result in acceptance of prior unaccepted schedules. Prior unaccepted schedules must be corrected and resubmitted upon request.

8-1.02C. **Omitted**

8-1.03. PRECONSTRUCTION CONFERENCE

Contractor shall attend a preconstruction conference with key personnel, including Contractor’s assigned representative, at a time and location determined by the Engineer. Submit documents as

required before the preconstruction conference. Contractor may start work before the preconstruction conference.

Contractor shall be prepared to discuss the topics and documents shown in the following table:

Topic	Document
Potential claim and dispute resolution	Potential claim process and DRA/DRB process
Contractor's representation	Assignment of Contractor's representative
DBE and DVBE	As needed, Final utilization requirements
Equipment	Equipment list
Labor compliance and equal employment opportunity	Job site posters and benefit and certified payroll requirements
Material inspection	Notice of Materials to be Used, if offsite inspection needed
Materials on hand	Request for Payment for Materials on Hand
Measurements	--
Partnering	--
Quality control	QC plans
Safety	Injury and Illness Prevention Program, Code of Safe Practices, and job site posters
Schedule	Baseline schedule and Weekly Statement of Working Days report
Subcontracting	Subcontracting list
Surveying	Survey Requests, as needed
Vehicular & Ped Traffic control	Traffic contingency plan and traffic control plans
Utility work	--
Weight limitations	--
Water pollution control	SWPPP or ESCP
Work restrictions	PLACs
Action submittals	--

8-1.04. START OF JOB SITE ACTIVITIES

Contractor shall start job site activities on the Work Start Date.

Contractor shall submit a notice to the Department seventy-two (72) hours before starting job site activities. If the project has more than 1 work location, Contractor shall submit a separate notice for each location.

8-1.05. TIME

The Contract Time starts on the Work Start Date.

Contractor shall complete the work within the Contract Time.

Meet each specified interim work-completion date.

The Engineer will issue a Weekly Statement of Working Days report by the end of the following week.

The Weekly Statement of Working Days report shows:

1. Working days and non–working days during the reporting week
2. Time adjustments
3. Calculations of work completion dates, including working days remaining
4. Controlling activities

If Contractor disagrees with a Weekly Statement of Working Days report, Contractor may submit an RFI within five (5) business days of receipt of the report.

8-1.06. SUSPENSIONS

The Engineer may suspend work wholly or in part due to conditions unsuitable for work progress. The Contractor shall provide for public safety and a smooth and unobstructed passageway through the work zone during the suspension as specified in Section 7. Providing the passageway is force account work. The Department makes a time adjustment for the suspension due to a critical delay.

The Engineer may suspend work wholly or in part due to Contractor’s failure to (1) fulfill the Engineer's orders, (2) fulfill a Contract part, or (3) perform weather-dependent work when conditions are favorable so that weather-related unsuitable conditions are avoided or do not occur. The Department may provide for a smooth and unobstructed passageway through the work during the suspension and deduct the cost from payments. The Department does not make a time adjustment for the suspension.

Upon the Engineer's order of suspension, Contractor shall suspend work immediately, and resume work when ordered.

8-1.07. DELAYS

8-1.07A. General

To request a delay-related time or payment adjustment, Contractor should submit an RFI.

8-1.07B. Time Adjustments

The Department may make a time adjustment for a critical delay. The Engineer uses information from the schedule to evaluate requests for time adjustments.

To request an adjustment, submit a revised schedule showing the delay's effect on the controlling activity. If the delay has:

1. Occurred, submit records of the dates and what work was performed during the delayed activity
2. Not occurred, submit the expected dates or duration of the delayed activity

Update the schedule to the last working day before the start of the delay if ordered.

8-1.07C. Payment Adjustments

The Department may make a payment adjustment for an excusable delay that affects Contractor's costs.

Losses for idle equipment, idle workers, and moving or transporting equipment are eligible for delay- related payment adjustments.

The Engineer determines payment for idle time of equipment in the same manner as determinations are made for equipment used in the performance of force account work under Section 9-1.04 with the following exceptions:

1. Delay factor in the *Labor Surcharge and Equipment Rental Rates* applies to each equipment rental rate.
2. Daily number of payable hours equals the normal working hours during the delay, not to exceed eight (8) hours per day.
3. Delay days exclude Saturdays and holidays.
4. Markups are not added.

The Engineer determines payment adjustment for the idle workers under Section 9-1.04B, but does not add markups.

The Engineer includes costs due to necessary extra moving or transporting of equipment.

The Department does not make a payment adjustment for overhead incurred during non–working days of additional construction seasons experienced because of delay.

If Contractor claims additional costs due to impacts from an excusable delay, Contractor must comply with Section 5-1.54. Contractor shall support its claim for additional costs based on the difference between the cost to perform the work as planned and the cost to perform the work as changed as determined under Section 9-1.04. The Department adjusts payment for the work portion that was impacted.

8-1.08. RATE OF PROGRESS (COUNTY'S RIGHT TO DO WORK)

Contractor and its Subcontractors must, at all times, provide workers, materials, and equipment sufficient to maintain the rate of progress necessary to ensure full completion of the Work within the Contract Time. If County determines that Contractor is failing to prosecute the Work at a sufficient rate of progress, County may, in its sole discretion, direct Contractor to provide additional workers, materials, or equipment, or to work additional hours or days without additional cost to County, in order to achieve a rate of progress satisfactory to County. If Contractor fails to comply with County's directive in this regard, County may, at Contractor's expense, separately contract for additional workers, materials, or equipment or use County's own forces to achieve the necessary rate of progress. Alternatively, County may terminate the Contract based on Contractor's default.

8-1.09. LABOR

The Contractor shall ensure that each and every kind of work shall be performed by workers, laborers or mechanics especially skilled in the class or category of work required, and that workmanship shall be of the best regardless of the quality of material.

Any person that the County may deem incompetent or disorderly shall be promptly removed from the Work by the Contractor, upon written notice thereof from the Engineer, and shall not be re-employed thereon.

A breakdown of the payroll rates for each trade used for the Change Order shall be furnished to the Engineer within thirty (30) calendar days of the Work Start Date.

8-1.10. RESERVED

8-1.11. LIQUIDATED DAMAGES

8-1.11A. General

The Department specifies liquidated damages. Liquidated damages, if any, accrue starting on the 1st day after the expiration of the working days through the day of Contract acceptance except as specified in Sections 8-1.11B and 8-1.11C.

The Contractor shall pay to the County the sum stated in the Contract per each and every calendar day of delay in completing the work in excess of the number of working days specified in the Contract and as modified by any approved Contract Change Order. It is understood that additional crews may be needed to complete the work within the timeline specified in the Contract for the Contractor to complete the Work.

The Department may withhold liquidated damages before the accrual date if the anticipated liquidated damages may exceed the value of the remaining work.

Liquidated damages shall not be assessed for delays in completion of the work to the extent that delays are caused by the failure of the County or a third-party utility to install, remove, or relocate facilities in conflict with the work.

8-1.11B. Failure To Complete Work Parts Within Specified Times

The Department may deduct specified damages from payments for each day needed to complete a work part in excess of the time specified for completing the work part.

Damages for untimely completion of work parts may not be equal to the daily amount specified as liquidated damages for the project as a whole, but the Department does not simultaneously assess damages for untimely completion of work parts and for the whole work.

Damages accrue starting the 1st day after a work part exceeds the specified time through the day the specified work part is complete.

8-1.11C. Failure to Complete Work Parts by Specified Dates

The Department may deduct specified damages from payments for each day needed to complete a work part in excess of the specified completion date for the work part.

Damages for untimely completion of a work part may not be equal to the daily amount specified as liquidated damages for the project as a whole, but the Department does not simultaneously assess damages for untimely completion of a work part and the whole work.

Damages accrue starting the 1st day after an unmet completion date through the day the work part is complete.

8-1.12. RESERVED

8-1.13. CONTRACTOR'S CONTROL TERMINATION

The Department may terminate Contractor’s control of the work for failure to do any of the following:

1. Supply an adequate workforce
2. Supply material as described
3. Pay subcontractors
4. Prosecute the work as described in the Contract

The Department may also terminate Contractor’s control for failure to maintain insurance coverage.

For a federal-aid project, the Department may terminate Contractor’s control of the work for failure to include required contract provisions in subcontracts.

The Department gives notice to Contractor and its surety at least five (5) business days before terminating control. The notice will describe the failures and the time allowed to remedy the failures. If failures are not remedied within the time provided, the Department will take control of the work.

The Department may complete the work if the Department terminates the Contractor's control or Contractor abandons the project. The Department determines the unpaid balance under Pub cont. Code § 10258 and the Contract.

At any time before final payment of all claims, the Department may convert a Contractor's control termination to a Contract termination.

8-1.14. CONTRACT TERMINATION

8-1.14A. General

The Director may terminate the Contract if it serves the County's best interest. The Department will issue Contractor a written notice, implement the termination, and will pay the Contractor as set forth herein.

8-1.14B. Relief from Responsibility for Work

Upon receiving a termination notice, Contractor shall:

1. Stop work
2. Notify subcontractors and suppliers of the Contract termination and stop Contract-related work
3. Perform the Engineer-ordered work to secure the job site for termination
4. Remove equipment
5. Subject to the Engineer's authorization, settle termination-related claims and liabilities involving subcontractors and suppliers; assign to the Department the rights, titles, or interests held by Contractor with respect to these parties

8-1.14C. Responsibility for Materials

Upon receiving a termination notice, Contractor shall protect unused material until:

1. Contractor submits an inventory of materials already produced, purchased, or ordered but not yet used; include the location of the material.
2. The Engineer identifies materials that will be retained by the Department. Submit bills of sales or other records of material title.
3. The Engineer confirms that unused materials paid by progress payment and materials furnished by the State have been delivered and stored as ordered.
4. The titles are transferred for materials purchased by the Department.

Contractor shall dispose of materials that will not be retained by the Department.

8-1.14D. Contract Acceptance after Termination

The Engineer recommends Contract acceptance after determining the completion of:

1. Work ordered to be completed before termination
2. Other work ordered to secure the project before termination
3. Material delivery and title transfer

The Department pays under Section 9.

8-1.14E. Payment Adjustment for Termination

If the Department issues a termination notice, the Engineer determines the payment for termination during the performance period, from contract execution date to contract acceptance date, based on the following:

1. Direct cost for the work performed:
    A. Including:

- Mobilization
- Demobilization
- Securing the job site for termination
- Losses from the sale of materials

B. Not including:

- Cost of materials Contractor keeps
- Profit realized from the sale of materials
- Cost of material damaged by:
    - Act of God
    - Act of a public enemy
    - Fire
    - Flood
    - Governor-declared state of emergency
    - Landslide

C. Other credits

2. Cost of remedial work, as estimated by the Engineer, is not reimbursed.
3. Allowance for profit not to exceed 4 percent of the cost of the work performed where a likelihood of having made a profit had the Contract not been terminated is shown.
4. Material handling costs for material returned to the vendor or disposed of as ordered.
5. Costs in determining the payment adjustment due to the termination, excluding attorney fees and litigation costs.
6. Overhead costs.

Termination of the Contract does not relieve the surety of its obligation for any just claims arising out of the work performed.

8-1.14F. **National Emergency**

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

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9. PAYMENT

9-1.01. GENERAL

This section includes specifications related to work payment.

9-1.02. MEASUREMENT

9-1.02A. General

The Department determines bid item quantities under US customary units.

Except for final pay item quantities, the Engineer measures quantities for payment.

9-1.02B. Weighing Equipment and Procedures

1. General

Contractor shall measure material quantities for payment with devices that comply with:

1. 4 CA Code of Regs § 4000 et seq.
2. Bus & Prof Code § 12001 et seq.

To determine the material payment quantities, use measuring devices that have been sealed by the Department of Food and Agriculture's Division of Measurement Standards or its designated representative.

If a device is not type approved by the Division of Measurement Standards, type approve it under California Test 109.

Contractor shall notify the Engineer at least one (1) business day before equipment testing.

Contractor shall use material plant controllers having elements affecting the data accuracy and delivery that have been sealed by the Engineer. Make these elements available to the Engineer for inspection. If the elements are adequate for use, the Engineer seals them. If manipulation of a security seal occurs, stop material production. Do not resume production until the Engineer reinspects and reseals the device.

Contractor shall measure material paid for by weight on sealed scales regularly inspected by the Department of Food and Agriculture's Division of Measurement Standards or its designated representative.

Contractor shall obtain authorization of portable vehicle scale installations before sealing.

2. Equipment

Each scale must be long enough to fit an entire vehicle or a combination vehicle on the scale deck. The Department allows Contractor to weigh a combination vehicle separately if it disconnects the vehicles.

Construct scale undersupports:

1. Using portland cement concrete containing at least 470 pounds of cementitious material per cubic yard produced from commercial quality materials
2. Such that footing heights are at least 20 inches thick
3. With a bearing surface at least 30 inches wide and bearing pressure on the footing not over 4,000 lb/sq ft

In constructing a scale:

1. Provide drainage to prevent water from saturating the ground under the scale
2. Use bulkheads that prevent displacement
3. If shimming is necessary:
    A. Use securely attached metal shims or grout
    B. Do not use wedges to shim the supports
    C. Do not use shim material in excess of 3 inches
4. Install mechanical indicating elements level, plumb, and rigidly mounted on the concrete under supports
5. For a hopper scale, rigidly attach the lever systems and mechanical indicating elements such that no weight is lost from bending or support distortion

Each scale used to determine material payment quantities must be operated by a licensed weighmaster (Bus & Prof Code § 12700 et seq.).

Submit a public weighmaster's certificate or certified daily summary weigh sheets for each weighed material quantity. The Department may witness material weighing and check and compile the daily scale- weight record.

Each vehicle operator must obtain weight or load slips from the weighmaster. Submit these records at the delivery point.

3. Procedures

Each day, weigh empty vehicles used to haul material paid for by weight. Each vehicle must have a legible identification mark. The Department may verify a material weight by having an empty and loaded vehicle weighed on any scale the Engineer designates.

If imported topsoil, soil amendment, wood mulch, or compost is measured by volume:

1. Each vehicle must allow for an accurate determination of its contents
2. Unless vehicles are of uniform capacity, each vehicle must have a legible identification mark showing its volumetric capacity

3. Load vehicles to at least the volumetric capacity
4. Level vehicle loads on arrival at the delivery point

If determining a quantity paid on a volume basis is impractical or if authorized, weigh the material and the Engineer converts the result to a volume measurement. The Engineer determines the conversion factors and, if Contractor agrees, adopts this method of measurement.

9-1.02C. Final Pay Item Quantities

The Department shows a bid item quantity as a final pay item for payment purposes only. For a final pay item, accept payment based on the Bid Item List quantity, regardless of the actual quantity used unless dimensions are changed by the Engineer.

9-1.02D. Quantities of Aggregate and Other Roadway Materials

The Engineer determines the weights of aggregate and other roadway material that are being paid for by weight as shown in the following table and does not include the deducted weight of water in their payment quantities:

Determination of Quantities of Aggregate and Other Roadway Materials

Material	Quantity determination
Aggregate or other roadway material except as otherwise shown in this table	By deducting the weight of water in the material[a] in excess of 3 percent of the dry weight of the material from the weight of the material
Imported borrow, imported topsoil, AB	By deducting the weight of water in the material[a] in excess of 6 percent of the dry weight of the material from the weight of the material
Straw	By deducting the weight of water in the material[a] in excess of 15 percent of the dry weight of the material from the weight of the material
Fiber (B)	Engineer does not deduct the weight of water
AB and aggregate for CTBs	As specified in section 26 and section 27 of Caltrans Std Specs

NOTE: Percentage of water is determined by California Test 226.

A) At the time of weighing.

B) Weight of water in the fiber must not exceed 15 percent of the dry weight of the fiber.

9-1.03. PAYMENT SCOPE

9-1.03A. Payments

1. The Contractor shall, once in each month, submit to the Engineer an application for payment ("Payment Request") on the form provided, estimating the total percentage of work performed or Bid Items performed based on the specific contract, including that for approved Change

Orders and the acceptable materials furnished and delivered by the Contractor on the Site but not used to the time of such estimate, and the value thereof according to its accepted Bid.

In accordance with the revised Federal requirements for taxable miscellaneous income reporting, the Contractor, unless a corporation, shall include its Social Security number or Federal Tax Identification number on all invoices and Payment Requests. Any claims for payment received without such a number, unless from a corporation, may result in a delay in payment for which the County can assume no responsibility or liability.

2. Separate Payment Requests shall be submitted for the Site development portion of the Contract, if any.

3. In accordance with Public Contract Code section 20104.50, the Engineer will review a Payment Request as soon as practicable after receipt. Any Payment Request or part thereof that is determined to be improper will be returned to the Contractor as soon as practicable, but no later than seven (7) days after receipt by the Engineer, along with a written description of the reasons why the Payment Request is improper.

4. Unless the Contractor has elected to post securities in lieu of retention in accordance with Public Contract Code section 22300 and the Contract, and the Contractor and the County have executed an escrow agreement in accordance with the Public Contract Code and the Contract, the County shall retain five percent (5%) of the value of work done as part security for the fulfillment of the Contract by the Contractor, and shall make monthly payments, while carrying on the Work, the balance not retained, as aforesaid, after deducting therefrom all previsions of the Contract. If the Contractor has elected to post securities in lieu of retention in accordance with Public Contract Code section 22300 and the Contract, and the Contractor and the County have executed an escrow agreement in accordance with the Public Contract Code and the Contract, the County will make payments to the Contractor or the Contractor's escrow agent in accordance with such escrow agreement.

5. Partial payments will be made not later than the fifteenth (15th) day of each calendar month for work done during the preceding calendar month, as certified by the Engineer. In preparing Payment Requests, material delivered to and properly stored on the Site, and preparatory work done, may be taken into consideration. Payment Requests must be submitted at least ten (10) calendar days in advance of the date set for payment.

6. Notwithstanding any other provisions contained herein regarding time of payment for any work performed, the County may delay, without penalty or payment of interest, until July 15 of any year payment for any work performed between May 15 and June 30 of such year.

7. No payment will be made when, in the judgment of the Engineer, the Work is not proceeding in accordance with the provisions of the Contract or when, in their estimation, the total value of the work done since the last payment amounts to less than three hundred dollars ($300). No progress payments will be made on any contract wherein the specified time limit is less than twenty-five (25) Working Days.

8. In accordance with Public Contract Code section 20104.50, if the County fails to make a progress payment within thirty (30) days of receipt of an undisputed, properly submitted application for payment, the County will pay the Contractor interest equivalent to the legal rate set forth in Code of Civil Procedure section 685.010(a). The number of days available to the County to make a payment without incurring an interest obligation pursuant to this provision and Public Contract Code section 20104.50 will be reduced by the number of days, if any, by which the County has delayed return of a Payment Request beyond the seven (7) day return requirement set forth in paragraph 3 of this provision.

9. Material and work covered by partial payments shall become the sole property of the County. This shall not relieve the Contractor from responsibility for the care and protection of such materials and work, or restoration of damaged work, or act as a waiver of the County's right to require fulfillment of all terms of the Contract. In the event that the Work has been damaged by other contractors, by others than employees of the County in the course of their employment, or as provided herein, the Contractor agrees to restore such damaged work without cost to the County, and to seek redress for damage only from those who directly caused it.

10. No approved Payment Request, nor payment made to the Contractor, nor partial or entire use or occupancy of the Site by the County shall be considered an acceptance of any work or materials not in accordance with the Contract.

11. Upon completion and acceptance of all work whatsoever required, and release of all claims against the County, the Board of Supervisors, at its regular weekly meeting, shall authorize the final payment. After thirty-five (35) calendar days and within sixty (60) calendar days after said authorization, and the recording of the Notice of Completion, the County shall pay to the Contractor the Contract price, less all prior payments, and any funds which the County is obligated by law or entitled hereunder to withhold.

12. The making of final payment shall constitute a waiver of all claims by the County other than those arising from unsettled liens, from faulty work or materials discovered after final payment, or from requirements of the Drawings or Specifications. Acceptance of final payment by the Contractor shall operate as a release to the County of all claims and of all liability to the Contractor for all things done or furnished in connection with the Work, and for every act and neglect of the County and others relative thereto, excepting the Contractor's claim for interest upon final payment if this payment be improperly delayed, and all claims previously made and still outstanding. All prior estimates and payments shall be subject to correction in the final payment.

13. Guarantees as called for under the Contract shall remain in full force and effect for the prescribed time. No payment, final or otherwise, shall operate to release the Contractor or the sureties from any obligations thereunder.

9-1.03B. **Securities in Lieu of Retention**

1. In accordance with Public Contract Code section 22300, except where federal regulations or polices do not permit substitution of securities, the Contractor may substitute securities for

any moneys withheld by the County to ensure performance of the Work. At the Contractor's request and expense, securities equivalent to the amount withheld will be deposited with the County, or with a state or federally chartered bank in California as the escrow agent, who will then pay those moneys to the Contractor under the terms of an Escrow for Security Deposit agreement, in the form required by Public Contract Code section 22300(g). Upon satisfactory completion of the Work, the securities will be returned to the Contractor.

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

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

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

9-1.04. FORCE ACCOUNT

9-1.04A. General

For work paid by force account, the Engineer compares the Department's records to Contractor's daily force- account work report. When Contractor and the Engineer agree on the contents of the daily force-account work reports, the Engineer accepts the report and the Department pays for the work. If the records differ, the Department pays for the work based only on the information shown on the Department's records.

The Tentative Daily Extra Work Agreement form is used to identify the labor, materials, and equipment used on change order work paid at force account. Signatures on this form do not constitute final agreement regarding payment.

If a subcontractor performs work at force account, accept an additional 10 percent markup to the total cost of that work paid at force account, including markups specified in Section 9-1.04, as reimbursement for additional administrative costs.

The markups specified for labor, materials, and equipment include compensation for all delay costs, overhead costs, and profit.

If an item's unit price is adjusted for work-character changes, the Department excludes Contractor's cost of determining the adjustment.

Payment for owner-operated labor and equipment is made at the market-priced invoice submitted.

For non-subcontracted work paid by force account for a contract with a TRO bid item, the markups are those shown in the following table instead of those specified in Sections X-4(B–D):

Cost	Percent markup
Labor	30
Materials	10
Equipment rental	10

9-1.04B. **Labor**

Labor payment is full compensation for the cost of labor used in the direct performance of the work plus a 35 percent markup. Force-account labor payment consists of:

1. Employer payment to the worker for:
    A. Basic hourly wage
    B. Health and welfare
    C. Pension
    D. Vacation
    E. Training
    F. Other State- and federal-recognized fringe benefit payments
2. Labor surcharge percentage in *Labor Surcharge and Equipment Rental Rates* current during the work paid at force account for:
    A. Workers' compensation insurance
    B. Social security
    C. Medicare
    D. Federal unemployment insurance
    E. State unemployment insurance
    F. State training taxes
3. Subsistence and travel allowances paid to the workers
4. Employer payment to supervisors if authorized

The 35 percent markup consists of payment for all overhead costs related to labor but not designated as costs of the labor used in the direct performance of the work, including:

1. Home office overhead
2. Field office overhead
3. Bond costs
4. Profit
5. Labor liability insurance
6. Other fixed or administrative costs that are not costs of the labor used in the direct performance of the work

9-1.04C. Materials

Material payment is full compensation for materials Contractor furnishes and uses in the work. The Engineer determines the cost based on the material purchase price, including delivery charges, except:

1. 15 percent markup is added
2. Supplier discounts are subtracted whether Contractor took them or not
3. If the Engineer believes the material purchase prices are excessive, the Department pays the lowest current wholesale price for a similar material quantity
4. If Contractor procured the materials from a source it wholly or partially own,s the determined cost is based on the lower of the:
    A. Price paid by the purchaser for similar materials from that source on Contract items
    B. Current wholesale price for those materials
5. If Contractor does not submit a material cost record within thirty (30) days of billing, the determined cost is based on the lowest wholesale price:
    A. During that period
    B. In the quantities used

9-1.04D. Equipment Rental

1. General

Equipment rental payment is full compensation for:

1. Rental equipment costs, including moving the equipment to and from the change order work site using its own power.
2. Transport equipment costs for rental equipment that cannot be transported economically using its own power. No payment is made during transport for the transported equipment.
3. 15 percent markup.

If Contractor wants to return the equipment to a location other than its original location, the payment to move the equipment must not exceed the cost of returning the equipment to its original location. If Contractor uses the equipment for work other than work paid by force account, the transportation cost is included in the other work.

Before moving or loading the equipment, obtain authorization for the equipment rental's original location. The Engineer determines rental costs:

1. Using the rates in Labor Surcharge and Equipment Rental Rates:
    A. By classifying equipment using manufacturer's ratings and manufacturer-approved changes.
    B. Current during the work paid by force account.
    C. Regardless of equipment ownership; but the Department uses the rental document rates or minimum rental cost terms if:
        - Rented from an equipment business Contractor does not own.
        - Hourly rate in Labor Surcharge and Equipment Rental Rates is $10.00 per hour or less.

2. Using the rates established by the Engineer for equipment not listed in Labor Surcharge and Equipment Rental Rates. Contractor may submit cost information that helps the Engineer establish the rental rate; but the Department uses the rental document rates or minimum rental cost terms if:
    A. Rented from an equipment business Contractor does not own.
    B. The Engineer establishes a rate of $10.00 per hour or less.
3. Using rates for transport equipment not exceeding the hourly rates charged by established haulers.

Equipment rental rates include the cost of:

1. Fuel
2. Oil
3. Lubrication
4. Supplies
5. Small tools that are not consumed by use
6. Necessary attachments
7. Repairs and maintenance
8. Depreciation
9. Storage
10. Insurance
11. Incidentals

The Department pays for small tools consumed by use. The Engineer determines the payment for small tools consumed by use based on Contractor-submitted invoices.

The Engineer may authorize rates in excess of those in the *Labor Surcharge and Equipment Rental Rates* if:

1. Contractor submits a request to use rented equipment
2. Equipment is not available from Contractor’s normal sources or from a subcontractor
3. Rented equipment is from an independent rental company
4. Proposed equipment rental rate is reasonable
5. The Engineer authorizes the equipment source and the rental rate before Contractor uses the equipment

The Department pays for fuel consumed during the operation of rented equipment not included in the invoiced rental rates.

2. Equipment On the Job Site

For equipment on the job site at the time required to perform work paid by force account, the time paid is the time:

1. To move the equipment to the location of work paid by force account plus an equal amount of time to move the equipment to another location on the job site when the work paid by force account is completed
2. To load and unload equipment

3. Equipment is operated to perform work paid by force account and:
    A. Hourly rates are paid in 1/2-hour increments
    B. Daily rates are paid in 1/2-day increments

3. Equipment Not On the Job Site and Not Required for Original-Contract Work

For equipment not on the job site at the time required to perform work paid by force account and not required for the original Contract work, the time paid is the time the equipment is operated to perform work paid by force account and the time to return the equipment to its source when the work paid by force account is completed.

The minimum total time paid is:

1. 1 day if daily rates are paid
2. 8 hours if hourly rates are paid

If daily rates are recorded, equipment:

1. Idled is paid as 1/2 day
2. Operated less than 4 hours is paid as 1/2 day
3. Operated 4 hours or more is paid as 1 day

If the minimum total time exceeds 8 hours and if hourly rates are listed, the Department rounds up hours operated to the nearest 1/2-hour increment and pays based on the hours shown the following table. The table does not apply when equipment is not operated due to breakdowns, in which case rental hours are the hours the equipment was operated.

Equipment Rental Hours

Hours operated	Hours paid
0.0	4.00
0.5	4.25
1.0	4.50
1.5	4.75
2.0	5.00
2.5	5.25
3.0	5.50
3.5	5.75
4.0	6.00
4.5	6.25
5.0	6.50
5.5	6.75
6.0	7.00
6.5	7.25
7.0	7.50
7.5	7.75
≥ 8.0	hours used

4. Equipment Not On the Job Site and Required for Original-Contract Work

For equipment not on the job site at the time required to perform work paid by force account and required for the original Contract work, the time paid is the time:

1. To move the equipment to the location of work paid by force account plus an equal amount of time to move the equipment to a location on the job site or its source when the work paid by force account is completed

2. Equipment is operated to perform work paid by force account

5. Non-Owner-Operated Dump Truck Rental

Submit the rental rate for a non-owner-operated dump truck. The Engineer determines the payment rate. Payment for the rental of a non-owner-operated dump truck is for the cost of renting a dump truck, including its driver. For the purpose of markup payment only, the non-owner-operated dump truck is rental equipment and the owner is a subcontractor.

9-1.05. EXTRA WORK PERFORMED BY SPECIALISTS

If the Engineer determines that Contractor or its subcontractors are not capable of performing specialty added work, a specialist may be used. Itemize the labor, material, and equipment rental costs unless it is not the special service industry's established practice to provide itemization, in which case, the Engineer accepts current market-priced invoices for the work.

The Engineer may accept an invoice as a specialist billing for work performed at an off–job site manufacturing plant or machine shop.

The Engineer determines the cost based on the specialist invoice price minus any available or offered discounts plus a 10 percent markup.

9-1.06. CHANGED QUANTITY PAYMENT ADJUSTMENTS

9-1.06A. General

The unit prices specified in Section 9-1.06 are adjusted under Section 9-1.04.

9-1.06B. Increases of More Than 25 Percent

If the total bid item quantity exceeds 125 percent of the quantity shown on the Bid Item List and if no approved Change Order addresses payment for the quantity exceeding 125 percent, the Engineer may adjust the unit price for the excess quantity under Section 9-1.04 or the following:

1. The adjustment is the difference between the unit price and the unit cost of the total item pay quantity.
2. In determining the unit cost, the Engineer excludes the item's fixed costs. Contractor has recovered the fixed costs in the payment for 125 percent shown on the Bid Item List.
3. After excluding fixed costs, the Engineer determines the item unit cost under Section 9-1.04.

If the payment for the number of units of a bid item in excess of 125 percent of the Bid Item List is less than $15,000 at the unit price, the Engineer may not adjust the unit price unless Contractor requests it.

9-1.06C. Decreases of More Than 25 Percent

If the total item pay quantity is less than 75 percent of the quantity shown on the Bid Item List and if no approved Change Order addresses payment for the quantity less than 75 percent, Contractor may request a unit price adjustment. The Engineer may adjust the unit price for the decreased quantity under Section 9-1.04 or the following:

1. The adjustment is the difference between the unit price and the unit cost of the total pay quantity.
2. In determining the unit cost, the Engineer includes the item's fixed costs.
3. After including fixed costs, the Engineer determines the item unit cost under Section 9-1.04.

The Department does not pay more than 75 percent of the item total in the Bid Item List.

9-1.06D. Eliminated Items

If the Engineer eliminates an item, the Engineer will notify the Contractor and the Department will pay the Contractor’s costs incurred before the notification date.

If the Contractor orders authorized material for an eliminated item before the notification date and the order cannot be canceled, either of the following occurs:

1. If the material is returnable to the vendor, the Engineer will order the Contractor to return the material and the Department pays will pay Contractor’s handling costs and vendor charges.
2. The Department pays Contractor’s cost for the material and its handling and becomes the material owner.

The Engineer determines the payment for the eliminated bid item under Section 9-1.04.

9-1.07. OMITTED

9-1.08. BID ITEMS

9-1.08A. Partial Payment

Partial payments shall cover work completed through the 25th calendar day of each month for contracts where the number of working days exceeds twenty-five (25) days. No partial payments will be made for contracts having a time limit of twenty-five (25) days or less, unless completion has been significantly delayed by causes which are clearly not the fault of the Contractor.

When partial payments are to be made, the Engineer shall submit to the Contractor, on County forms, an estimate of the total amount of work accomplished, which will show the computed amount due less a retention which shall be 5% of the value of the work accomplished, unless

otherwise indicated in the Special Provisions. No partial payments will be made for materials stored on the job but not yet installed, unless otherwise provided in the Special Provisions.

9-1.08B. Payment

Payment for the various items of the Bid Schedule shall include all the compensation to be received by the Contractor for executing all aspects of the Work in accordance with the project plans and these Specifications.

The Bid Amounts for each Bid Item will be used for comparative bid analysis. Bid Items are general and not intended to be exclusive descriptions of work categories and the Contractor shall determine and include in its pricing all materials, labor, and equipment necessary to complete each Bid Item.

9-1.09. RESERVED

9-1.10. RESERVED

9-1.11. OMITTED

9-1.12. RESERVED

9-1.13. RESERVED

9-1.14. RESERVED

9-1.15. WORK-CHARACTER CHANGES

The Department adjusts a bid item unit price based on the difference between the cost to perform the work as planned and the cost to perform the work as changed. The Engineer determines the payment adjustment under Section 9-1.04. The Department adjusts payment for only the work portion that changed in character.

9-1.16. PROGRESS PAYMENTS

9-1.16A. General

The Department pays the Contractor based on monthly progress estimates. Each estimate reflects:

1. Total work completed during the pay period
2. Change order bills if:
    A. Submitted by the 15th day of a month
    B. Approved by the 20th day of a month
3. Amount for materials on hand
4. Amount earned for mobilization
5. Deductions
6. Withholds
7. Resolved potential claims

8. Payment adjustments

9-1.16B. Schedule of Values

Section 9-1.16B applies to a lump sum bid item for which a schedule of values is specified to be submitted.

The sum of the amounts for the work units listed in the schedule of values must equal the lump sum price bid for the bid item.

Contractor shall obtain authorization for a schedule of values before performing work shown on the schedule. The Department does not process a progress payment without an authorized schedule of values.

Contractor will accept progress payments for overhead, profit, bond costs, and other fixed or administrative costs as distributed proportionally among the items listed except that for a contract with a bid item for mobilization, accept progress payments for bond costs as included in the mobilization bid item.

For changed quantities of the work units listed, the Department adjusts payments in the same manner as specified for changed quantities of bid items under Section 9-1.06.

9-1.16C. Materials On Hand

A material on hand but not incorporated into the work is eligible for a progress payment if:

1. Compliant with other Contract parts
2. Material cost exceeds either of the following:
    A. $50,000
    B. $25,000 if the requestor is certified as a DBE.
3. Purchased
4. Invoice is submitted
5. Stored within the County and Contractor submits evidence that the stored material is subject to the Department's control
6. Protected from weather and contamination
7. Water pollution control measures are established and maintained
8. Requested in writing via submittal by the Contractor

9-1.16D. Mobilization

1. General

Section 9-1.16D applies if a bid item for mobilization is shown on the Bid Item List.

Payments for mobilization made under Section 9-1.16D are in addition to the partial payments made pursuant to this Contract.

Section 9-1.16D(2) applies unless the Contract includes a special provision for 9-1.16D(1) that specifies Section 9-1.16D(3) applies.

2. Mobilization for Projects Except for Those Over Water Requiring Marine Access

The Department makes partial payments for mobilization pursuant to the procedure set forth in Public Contract Code § 10264(a) except the amount of work completed does not include the amount earned for mobilization. The partial payment amount is reduced by a prorated amount bid in excess of the maximum allowed under Public Contract Code § 10264(a)(5).

The Department pays the item total for mobilization in excess of the maximum allowed under Public Contract Code § 10264(a)(5) in the 1st payment after Contract acceptance.

3. Mobilization for Projects Over Water Requiring Marine Access

The Department makes partial payments for mobilization pursuant to the procedure set forth in Public Contract Code § 10264(b) except the amount of work completed does not include the amount earned for mobilization. The partial payment amount is reduced by a prorated amount bid in excess of the maximum allowed under Public Contract Code § 10264(b)(6).

The Department pays the item total for mobilization in excess of the maximum allowed under Public Contract Code § 10264(b)(6) in the 1st payment after Contract acceptance.

9-1.16E. Withholds

1. General

The Department may withhold payment for noncompliance with the provisions of the Contract.

The Department returns the noncompliance withhold in the progress payment following the correction of noncompliance except as specified in Section 9-1.16E(3).

Withholds are not retentions under Public Contract Code § 7107 and do not accrue interest.

Withholds are cumulative and independent of deductions.

Section 9-1.16E does not include all withholds that may be taken; the Department may withhold other payments as specified.

2. Progress Withholds

The Department withholds 10 percent of a progress payment for noncompliant progress. Noncompliant progress occurs when:

1. Total days to date exceed 75 percent of the working days
2. Percent of the working days elapsed exceeds the percent of value of the work completed by more than 15 percent

The Engineer determines the percent of the working days elapsed by dividing the total days to date by the revised Contract working days and converting the quotient to a percentage.

The Engineer determines the percent value of the work completed by summing payments made to date and the amount due on the current progress estimate, dividing this sum by the current total estimated value of the work, and converting the quotient to a percentage. These amounts are shown on the Progress Payment Voucher form.

When the percent of the working days elapsed minus the percent value of work completed is less than or equal to 15 percent, the Department returns the withhold in the next progress payment.

3. Performance Failure Withholds

During each estimate period that the Contractor fails to comply with a Contract part, including the submittal of a document as specified, such as QC plans, schedules, traffic control plans and water pollution control submittals, the Department withholds a part of the progress payment except as specified below for the failure to submit a document during the last estimate period.

For 1 performance failure, the Department withholds 25 percent of the progress payment but does not withhold more than 10 percent of the total bid.

For multiple performance failures, the Department withholds 100 percent of the progress payment but does not withhold more than 10 percent of the total bid.

During the last estimate period, if Contractor fails to submit a document as specified, the Department withholds $10,000 for each document. The Department returns the withhold within thirty (30) days after receipt of the document.

4. Stop Notice Withholds

The Department withholds payments to cover claims filed under Civil Code § 9000 et seq.

Stop notice information may be obtained from the Engineer.

5. Penalty Withholds

Penalties include fines and damages that are proposed, assessed, or levied against Contractor or the Department by a governmental agency or private lawsuit. Penalties are also payments made or costs incurred in settling alleged violations of federal, State, or local laws, regulations, requirements, or PLACs. The cost incurred may include the amount spent for mitigation or correcting a violation.

If the Department is assessed a penalty, the Department may withhold the penalty amount until the penalty disposition has been resolved. The Department may withhold penalty amounts without notifying Contractor .

Instead of the withhold, the Contractor may provide a bond equal to the highest estimated liability for any disputed penalties proposed except Contractor may not provide a bond for withholds related to labor compliance violations.

9-1.17. PAYMENT AFTER CONTRACT ACCEPTANCE

9-1.17A. Reserved

9-1.17B. Payment Before Final Estimate

After Contract acceptance, the Department pays the Contractor based on the Engineer-prepared estimate that includes withholds and the balance due after the deduction of previous payments.

9-1.17C. Proposed Final Estimate

The Engineer estimates the amount of work completed and shows the amount payable in a proposed final estimate based on:

1. Contract items, if applicable
2. Schedule of Values, if applicable
3. Payment adjustments
4. Work paid by force account or agreed price
5. Extra work
6. Deductions

Contractor must submit either a written acceptance via provided letter or confirming change order of the proposed final estimate amount or a claim statement that is postmarked, hand delivered, or electronically delivered, before the 31st day after receiving the proposed final estimate.

9-1.17D. Final Payment and Claims

1. General

If the Contractor accepts the proposed final estimate or does not submit a claim statement within thirty (30) days of receiving the estimate, the Engineer will provide the Contractor the final estimate, and the Department pays the amount due within thirty (30) days. This final estimate and payment is conclusive except as specified in Sections 5-1.39, 5- 1.59, and 9-1.21.

If Contractor submits a claim statement within thirty (30) days of receiving the Engineer's proposed final estimate, the Engineer provides the Contractor a semifinal estimate, and the Department pays the amount due within thirty (30) days. The semifinal estimate is conclusive as to the amount of work completed and the amount payable except as affected by any claims or as specified in sections 5-1.39, 5- 1.59, and 9-1.21.

2. **All Claims**

1. In general, any claim by a contractor in connection with a public works project must adhere to the following procedural requirements pursuant to California Public Contract Code section 9204:
    a. All claims submitted shall be submitted in writing to the Engineer and include reasonable documentation from the Contractor to support the claim.
    b. Once the Engineer has received a claim pursuant, the County shall conduct a reasonable review of the claim. Within forty-five (45) days of receipt of the claim, the County shall provide the Contractor with a written statement identifying which portion of the claim is undisputed and which portion is disputed.
        i. The County and Contractor may mutually agree to extend the 45-day period.
        ii. If the County needs approval from the Board of Supervisors in order to provide the claimant with the written statement described above, and Board of Supervisors does not meet within the 45-day period or within the mutually agreed extended time period, then the County has up to three days following the next duly publicly noticed meeting after the 45-day period (or extension) to provide the written statement.
        iii. For any undisputed portion of a claim, the County must process and make any payment due within sixty (60) days of the County's issuance of its written statement.
        iv. If the County fails to issue its written statement, Section 9-1.17D(2)(a)(iii) shall apply.
    c. If the Contractor disputes the County's written statement, or if the County fails to respond within the 45-day period or the mutually agreed extended time, the Contractor may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of the written demand sent by registered mail or certified mail, return receipt request, the County shall hold the meet and confer conference within thirty (30) days of the demand.
        i. Within ten (10) business days following the meet and confer conference, the County must provide the Contractor a written statement identifying any portion of the claim that remains in dispute.
        ii. Any payment due on undisputed portions of the claim must be made within sixty (60) days of the meet and confer conference.
        iii. Any disputed portion of the claim after the meet and confer conference shall be submitted to nonbinding mediation, with the County and the Contractor sharing costs equally. The County and the Contractor shall mutually agree to a mediator within ten (10) business days after the County issues the written statement identifying the portion of the claim that remains in dispute. 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. Each party shall bear the fees and costs charged by its respective mediator in connection with this selection process. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to applicable procedures outside Public Contract Code section 9204, provided however, unless otherwise agreed to in writing by County and Contractor, the mediation conducted pursuant to this provision shall excuse any further

obligation under Public Contract Code section 20104.4 to mediate after litigation has been commenced.

iv. Pursuant to Public Contract Code section 9204(d)(2)(E), nothing herein precludes the County from requiring arbitration of the dispute if mediation fails.

d. If the County fails to respond to a claim within the time periods described herein, or to otherwise meet the time requirements, then the claim will be deemed rejected in its entirety.

e. Any amounts not paid in a timely manner shall bear interest at seven percent (7%) per year.

f. For subcontractors or lower tier subcontractors that lack legal standing to assert a claim against the County because privity of contract does not exist, the Contractor may present to the County a claim on behalf of the subcontractor. The subcontractor may request in writing that the Contractor present a claim for work which was performed by the subcontractor, and shall provide reasonable documentation to support the claim. Within forty-five (45) days of receiving this written request, the Contractor shall notify the subcontractor in writing as to whether the Contractor has presented the claim to the County, or provide the subcontractor with a statement of the reasons for having not done so.

3. **Claims Under $375,000**

In addition to the procedures set forth in Section 9-1.17D(2), the following procedures apply to claims for $375,000 and less, in accordance with Public Contract Code section 20104 and 20104.2. Where there is a conflict between the provisions of Section 9-1.17D(2) and 9-1.17D(3), the shorter timeline shall apply to the County and the longer timeline to the Contractor.

1. *Claims for $375,000 and Less.* In accordance with Public Contract Code section 20104 and 20104.2, the following procedures apply to submitting claims of $375,000 or less to the County:
    a. The claim shall be in writing and include the documents necessary to substantiate the claim. Claims must be filed on or before the date of final payment. Nothing in this Section is intended to extend the time limit or supersede notice requirements otherwise provided by contract for the filing of claims.
    b. For claims of less than $50,000, the County shall respond in writing within forty-five (45) days of receipt of the claim, or may request, in writing, within thirty (30) days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the County may have against the Contractor.
        i. If additional information is thereafter required, it shall be requested and provided pursuant to this Section 9-1.17D(3)(1), upon mutual agreement of the County and the Contractor.
        ii. The County's written response to the claim, as further documented, shall be submitted to the Contractor within fifteen (15) days after receipt of the further documentation or within a period of time no greater than that taken by the Contractor in producing the additional information, whichever is greater.

c. For claims of over $50,000 and less than or equal to $375,000, the County shall respond in writing to all written claims within sixty (60) days of receipt of the claim, or may request, in writing, within thirty (30) days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the County may have against the Contractor.
    i. If additional information is thereafter required, it shall be requested and provided pursuant to this Section 9-1.17D(3)(1), upon mutual agreement of the County and the Contractor.
    ii. The County's written response to the claim, as further documented, shall be submitted to the Contractor within thirty (30) days after receipt of the further documentation, or within a period of time no greater than that taken by the Contractor in producing the additional information or requested documentation, whichever is greater.

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

e. Following the meet and confer conference, if a claim under this section or any portion remains in dispute, the Contractor may file a claim for money or damages as provided in Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the Contractor submits his or her written claim pursuant to this Section 9-1.17D(3) until the time that claim is denied as a result of the meet and confer process, including any period of time utilized by the meet and confer process.

f. This Section 9-1.17D(3)(1) does not apply to tort claims and nothing in this Section is intended nor shall be construed to change the time periods for filing tort claims or actions specified by Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code.

2. *Civil Actions for $375,000 and Less.* In accordance with Public Contract Code section 20104.4, the following procedures apply to civil actions to resolve claims of $375,000 or less between the County and the Contractor:

    a. Within sixty (60) days, but no earlier than thirty (30) days, following the filing or responsive pleadings, the court shall submit the matter to non-binding mediation unless waived by mutual stipulation of both parties. The mediation process shall provide for the selection within fifteen (15) days by both parties of a disinterested third person as mediator, shall be commenced within thirty (30) days of the submittal, and shall be concluded within fifteen (15) days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court or by stipulation of both parties. If the parties fail to select a mediator within the 15-day period, any party may petition the court to appoint the mediator.

i. Notwithstanding the above, pursuant to Public Contract Code section 9204(d)(2)(D), unless otherwise agreed to by the County and the Contractor in writing, the mediation conducted pursuant to Section 9-1.17D(3) shall excuse any further obligation to mediate after litigation has commenced.

b. If the matter remains in dispute after mediation, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of that code. The Civil Discovery Act of 1986 (Article 3 (commencing with Section 2016) of Chapter 3 of Title 3 of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.
   i. Notwithstanding any other provision of law, upon stipulation of the parties, arbitrators appointed for purposes of this Section shall be experienced in construction law, and, upon stipulation of the parties, mediators and arbitrators shall be paid necessary and reasonable hourly rates of pay not to exceed their customary rate, and such fees and expenses shall be paid equally by the parties, except in the case of arbitration where the arbitrator, for good cause, determines a different division.
   ii. In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, any party who after receiving an arbitration award requests a trial de novo but does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, pay the attorneys' fees of the other party arising out of the trial de novo.

c. The court may, upon request by any party, order any witnesses to participate in the mediation or arbitration process.

3. *Undisputed Amounts.* In accordance with Public Contract Code Section 20104.6, the County shall not fail to pay money as to any portion of a claim which is undisputed except as otherwise provided in the Contract.
4. *Interest.* In any suit filed under Public Contract Code Section 20104.4 concerning this Contract, the County shall pay interest at the legal rate on any arbitration award or judgment. Such interest shall accrue from date the suit was filed.

4. Claims Under Other Claims

For any claims not otherwise covered by the procedures set forth in Section 9-1.17D(2) or 9-1.17D(3), Contractor shall file a claim for money or damages as provided in Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code, prior to filing a civil action to resolve the claim. 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 its written claim pursuant until the time that claim is denied by the County, including any period of time utilized by the meet and confer process.

9-1.18. RESERVED

9-1.19. RESERVED

9-1.20. RESERVED

9-1.21. CLERICAL ERRORS

For three (3) years after Contract acceptance, estimates and payments are open to correction and adjustment for clerical errors. Either Contractor or the Department pays to the other the amount due except for clerical errors resulting in an adjustment less than $200, in which case, no payment is made.

SPECIAL PROVISIONS

10-1.01. GENERAL

In addition to the contract requirements of Section 5-1.06 “Superintendence” of the Caltrans Standard Specifications, the Contractor shall also provide to the Resident Engineer, the names, address and telephone numbers of at least two emergency contacts for the duration of this contract.

Any vehicles used in the transport of materials for the performance of work on this contract shall be **securely** tarped. This shall include, but not be limited to, the tarping of empty vehicles on the way to pick up materials from the quarry, as well as, the tarping of loaded vehicles delivering materials from quarry to the area of work. Tarps shall be held in place securely so as to minimize "flapping".

The Contractor shall take all reasonable precautions to restrict his operations to the least area of work possible and shall not disturb property beyond the areas of work. The Contractor shall perform his work so as to maintain access to adjacent properties and shall minimize inconvenience to adjacent private properties and the general public.

The Contractor shall obtain the approval of the Resident Engineer prior to the use of any area within the road right-of-way for staging or storage purposes.

Normal work days shall be Monday through Friday and normal working hours shall not be earlier than **8:00 a.m. or later than 5:00 p.m**. unless otherwise approved by the Inspector.

See Section 5-1.42 “Requests for Information” of the Standard Specifications; Submit an RFI upon recognition of any event or question of fact arising under the Contract. The Engineer responds to the RFI within 5 business days. Proceed with the work as directed. You may protest the Engineer’s response by:

Submitting an Initial Potential Claim Record form within 5 business days after receiving the Engineer’s response. Complying with Section 5-1.43 “Potential Claims and Dispute Resolution” of the Standard Specifications.

Contractor shall maintain a neatly and accurately marked set of record drawings showing the final locations and layout of all facilities as-built. Drawings shall be subject to the inspection by the Engineer at the weekly progress meeting and at all times, and work may be suspended at no cost to the County if drawings are not accurate and current. As-built plan set shall be submitted to the Engineer with ten (10) calendar days following the last working day of the project. Full compensation for providing the as-built plan set shall be considered as included in the contract prices paid for the various bid items and no separate payment will be made therefor. If the Contractor, fails to comply with the requirements of this section, the County of Marin may deduct and retain the cost of preparing the record drawings from the Contract.

10-1.02. ORDER OF WORK AND PROGRESS SCHEDULE

Contractor's work plan and progress schedule must begin with the allotted ten (10) working days for review of submittals such as material mix designs, traffic control plans, phasing plans, Shop Drawings, Water Pollution Control Plan and County performed survey staking.

No work may begin under the contract until the Water Pollution Control Plan is implemented and the progress schedule and description of proposed procedures and methods of operation material have been approved by the Engineer. Time required for review and approval of these items shall not constitute a basis for time extension.

The Contractor shall prepare and submit a work plan and critical path schedule showing all phases of construction in accordance with Section 5-1.23B and 8-1.02B, of Caltrans Standard Specifications and in a form provided by, or acceptable to, the Engineer and submit information describing the Contractor's proposed procedures and methods of operation and a proposed access plan detailing how access is to be maintained on the roadway.

After the commencement of work, there shall be weekly Progress Meetings between the Contractor and County via Microsoft Teams or the jobsite to review the success of the past week's schedule and to review the upcoming week's work elements. Contractor shall present a three (3) week look ahead schedule at the weekly progress meeting. Schedule will be updated weekly. The schedule shall clearly show the phases of construction.

Phasing shall be detailed in the Traffic Control Plan described under Section 10-1.04A(2) of these Special Provisions.

The above items shall clearly disclose the Contractor's proposed procedures and methods of operation, including identifying any special equipment intended for use on this project and the methods of handling traffic.

The limits of work will be marked in the field by the Engineer. The Contractor shall notify the Engineer in writing five (5) working days in advance of when to mark the limits of work at the jobsite.

Contractor shall make their best effort to avoid opening excavation areas prior to a likely storm event.

Full compensation for complying with this section shall be considered as included in the lump sum contract price, and no separate payment will be made.

10-1.03. MOBILIZATION

10-1.03A. Bid Item Description

This item consists of preparatory work and operations as noted in Section 1 and Section 9-1.16D, "Mobilization" of the Caltrans Standard Specifications, includes preparatory work and operations, including, but not limited to, those necessary for the movement of personnel, equipment, supplies and incidentals to the project site, for the establishment of all offices, buildings and other facilities necessary for work on the project, all other work and operations which must be performed, and all mobilization, re-mobilization, and demobilization not otherwise paid for under other bid items.

Mobilization shall be a single mobilization effort for the overall work of both projects. The lump sum cost for "Mobilization" must be allocated evenly between the two "Mobilization" bid items associated with the HSIP and Green Infrastructure bid schedules. Each "Mobilization" bid item represents one-half of the total mobilization cost.

10-1.03B. Payment

Partial payments will be made for mobilization under Pub Cont Code § 102649(a). The partial payment amount is **reduced by a prorated amount bid**, for this item, in excess of the maximum allowed under Pub Cont Code § 10264(a)(5). The item total for mobilization in excess of the maximum allowed under Pub Cont Code § 10264(a)(5) is included in the 1st payment after Contract acceptance.

10-1.04. TRAFFIC CONTROL SYSTEMS AND CONSTRUCTION SIGNS

10-1.04A. Bid Item Description

1. General

The Contractor shall be solely responsible for complying with industry standards, the contract documents, referenced documents, codes, laws and the specifications throughout the complete duration of project.

Comply with Section 12 "Temporary Traffic Control" of the Standard Specifications.

Nothing in these Special Provisions shall be construed as relieving the Contractor from his responsibility as provided in Section 7-1.04. All sections of the California Vehicle Code shall be in full effect except as provided hereinafter. Section 591 and any other section excluding roads under construction from certain requirements of the Vehicle Code shall be in effect only as permitted by the Engineer. The Engineer's permission shall not be construed to relieve any person from the duty of exercising due care.

2. Traffic Control Plan

The Contractor shall prepare a Traffic Control Plan for each phase and stage of construction and when requested by the Engineer for any specific construction activity. The Traffic Plan shall be prepared by a person who is certified by the Institute of Transportation (ITS), the American Traffic

Safety Services Association (ATSSA), the International Municipal Signal Association (IMSA) or the State of California Department of Transportation (Caltrans) as having successfully completed training in the design and operation of work zone traffic control. Along with the Traffic Control Plan, submit the designer's Certification. Work shall not proceed without the Engineer's advance approval of the Traffic Control Plan for the work attempted.

Submit the Traffic Control Plan (TCP) to the Engineer for review at least seven (7) working days prior to mobilization. The TCP must conform to the following requirements:

1. Provide for access of emergency vehicles requiring at least 11 feet of unobstructed lane with necessary traffic control measures.

2. Comply with the current “Manual of Uniform Traffic Control Devices,” and the “Uniform Signs Chart,” issued by the California Department of Transportation, incorporate all necessary signs and devices required for this contract.

3. Show how you provide safe paths of travel for vehicles, pedestrians and bicycle traffic through the work zone for the various phases of work.

4. Identify existing road signs which conflict with the proposed traffic control plan and advise the Engineer of proposed solution prior to bagging or otherwise mitigating the conflict.

   Review is solely for the purpose of determining the scope of the traffic control operations and general conformance with the requirements of this section. By reason of such review contractor shall in no way be relieved of its responsibilities and duties to perform and complete the work, including operation and maintenance of the facilities, in accordance with (1) generally accepted industry standards, (2) in accordance with all codes, laws, regulations, or other requirements, legal or otherwise, including but not limited to any standards contained or implied in this agreement and (3) safely.

3. Traffic Control

1. General

Signs and traffic control shall conform to Sections 7-1.03 “Public Convenience,” 7-1.04 “Public Safety” and Section 12 “Temporary Traffic Control” of the current State of California Department of Transportation Standard Specifications (Standard Specifications), and the "California Manual on Uniform Traffic Control Devices, Temporary Traffic Control,” current edition, insofar as they may apply, and the following Special Provisions.

The Contractor shall be solely responsible for complying with industry standards, the listed reference documents and the specifications throughout the complete duration of project.

Furnish, place, install, monitor, update, maintain, and remove construction signs for traffic control and to direct traffic through, around, and within the project limits.

The provisions of the Standard Specifications Sections 7-1.03, 7-1.04 and Section 12 regarding signs and other traffic control devices are hereby revised to provide that all signs and other warning devices (including construction and warning signs placed beyond the limits of work) shall be provided by the Contractor, and shall remain his property after the completion of the contract. The applicable sections of Section 7-1.03 "Public Convenience" and Section 12-1.03 "Construction" are further revised to provide that all flaggers and pilot cars shall be provided by the Contractor at his expense. Flaggers shall be properly equipped and trained in accordance with "Instructions to Flaggers," published by the Department of Transportation.

All open excavations shall be adequately barricaded and delineated against entry by pedestrians, bicyclists, animals or motorized vehicles at all times.

Public traffic shall not be stopped for more than five (5) minutes when traffic is being handled by one-lane/alternating two-way control or experience a cumulative delay in excess of ten (10) minutes.

Contractor shall maintain signs, lights, barricades and all other temporary traffic control at all times including overnight and on weekends for the complete duration of the project. It shall be the responsibility of the Contractor to make sure that traffic control components remain posted and operable until no longer required and are protected from vandalism or removal.

The Contractor shall provide a safe path of travel for pedestrian and bicycle traffic during all phases of construction. It is clearly understood that it is the Contractor's responsibility to provide a safe and ADA compliant path of travel at all times. Guidance for satisfying this requirement can be found in the Caltrans "Temporary Pedestrian Access Routes Handbook." Full compensation for providing safe and ADA compliant path of travel shall be considered as included in the lump sum price paid for "Traffic Control Systems and Construction Signs" and no separate payment will be made.

The Contractor shall take all reasonable precautions to restrict his operations to the least area of work possible and shall not disturb property beyond the areas of work. The Contractor shall perform their work so as to maintain access to adjacent properties and shall minimize inconvenience to adjacent private properties and the general public.

2. Flagger Training Requirements

Section 1599, "Flaggers," of the Construction Safety Orders (California Code of Regulations [CCR] Title 8, Subchapter 4) requires that flaggers be trained in the fundamentals of flagging moving traffic before being assigned as flaggers. The training requirements for flaggers are included in the California Manual on Uniform Traffic Control Devices, Chapter 6.

Training must be provided by a person with the qualifications and the experience necessary to effectively instruct the employee and must be documented as required by Section 3203, "Injury and Illness Prevention Program," of the General Industry Safety Orders (8 CCR Subchapter 7 Introduction).

3. Lane Closure

When a travel lane is used for interchangeable direction to traffic, the Contractor shall provide flaggers at each street intersection to safely expedite the safe passage of public traffic through the work under one-way controls.

Where flaggers are not visible to each other, and any other time requested by the Engineer, they shall be equipped with two-way radios for communication, or the Contractor shall furnish a properly equipped and signed pilot car and driver to pilot traffic through those project areas where two flaggers are not visible to each other and no additional compensation shall be provided therefore.

Contractor shall provide adequate traffic control devices to safely protect the work.

Minor arterial roads (such as Butterfield Rd) and routes to schools (such as San Domenico School) shall not be impacted before 9:00 a.m. or after 2:30 p.m.

Non-working hour lane closures shall be controlled by flagger or temporary traffic system.

4. **Notifications**

Seven (7) days prior to the commencement of work, and again 24 hours prior to the commencement of work, the Contractor shall submit public outreach notifications. If any construction activities are expected to directly impact a residence or business, the Contractor shall notify at least forty-eight (48) hours in advance. The notifications are subject to approval by the Engineer and shall indicate at a minimum **a description of the work to be done, the date the work is scheduled, the hours of operation, and a full description of the impacts to the vehicular, bicycle, and pedestrian traffic.**

Contractor shall provide written notification of construction presence on the road to the police/sheriff and other emergency service providers.

In addition, starting a minimum of one week prior to commencement of work, CMS message boards shall be installed and operational as shown below:

Road Name	Number of CMS Boards
Butterfield Rd & Sleepy Hollow Dr	1

Exact location to be determined by the Resident Engineer / Inspector. Signs shall display the following:



No work shall commence until the Inspector has verified these boards are in place and operational.

The CMS message boards shall remain active at each site until activities at each location are completed. These signs shall comply with Part 5 of the State of California, Traffic Control Manual.

On an as-needed basis, the Contractor shall post "NO PARKING" and "TOW AWAY" signs on 8-inch Type II barricades as necessary to accomplish their work. These signs shall be compatible with the lettering size and format of a Caltrans Type R37 sign. Posting of "NO PARKING" and "TOW AWAY" signs with dates and time restrictions described in work areas shall be at least seventy-two (72) hours prior to commencement of work. However, if the intended work does not commence within 24 hours of the scheduled work, all "NO PARKING" signs shall be removed from the site or as directed by the Engineer. **The Contractor's name and phone number and the Marin County Sheriff's phone number shall be printed on all "NO PARKING" and "TOW AWAY" signs.**

Written notice shall be forwarded to the County of Marin Sheriff prior to any posting. The posting must be witnessed by the County of Marin Sheriff 24 hours prior to towing. Contact the County of Marin Sheriff for a sign verification service. The County of Marin Sheriff will then, at their earliest convenience, dispatch an officer who will verify and log the location limits. No less than twenty-four (24) hours after said entry is made, autos may be towed from the location, under the immediate direction of a Police Officer, provided that the signs have been properly maintained. Phone numbers: County of Marin Sheriff's dispatch at 415-479-2311, and Central Marin Police Authorities at 415-927-5150.

It shall be the responsibility of the Contractor to arrange for the towing and removal of any vehicles which have not been removed by the owner and which interfere with any operations. Full compensation for the removal of the vehicles shall be considered as included in the price paid for the various items of work and no additional compensation will be allowed thereof.

5. **Bidding Instructions**

The traffic control system, construction area signs, and all work described within Section 10-1.04A., shall constitute a single traffic control effort that serves the overall work of both projects. The lump sum cost for this work must be allocated evenly between the two "Traffic Control Systems and Construction Signs" bid items associated with the HSIP and Green Infrastructure bid schedules. Each "Traffic Control Systems and Constructions Signs" bid item represents one-half of the total cost for this work.

10-1.04B. **Payment**

The lump sum (LS) price paid for **Traffic Control Systems and Construction Signs** shall include furnishing all labor, materials, tools, equipment and incidentals, including preparation and providing of the Traffic Control Plan, traffic control, flaggers, flagger training, pedestrian and bicycle path of travel, vehicle towing, public notification, providing and posting of all construction signs, maintaining and removing construction signs, arrow boards, temporary signs, furnishing, maintaining, and removing changeable message signs, barricades, temporary traffic delineation, and any other requirements of this section and the specification necessary to provide for the convenience and safety of the public and to facilitate the performance of the contract work as shown in the specifications and specified herein, and no additional payment will be made therefor.

10-1.05. CLEARING AND GRUBBING

Clearing and Grubbing shall conform to the applicable provisions of Section 17-2, "Clearing and Grubbing" of Caltrans Standard Specifications and these Special Provisions.

Clearing and grubbing shall include, but not be limited to, the removal from the area of work and disposal of all vines, logs, upturned stumps, weeds, brush, tree roots, tree stumps and limbs, debris, planters, shrubs, erosion control netting and stakes and all other items conflicting with the area of work as shown on the Plans, as necessary to accommodate construction operations, or as directed by the Engineer.

The Contractor shall be required to strictly adhere to the guidelines established in the County of Marin's Integrated Pest Management (IPM) Ordinance and Policy, approved by the Board of Supervisors on July 21, 2009. All pesticide applications, regardless of material used, must be approved by the IPM Coordinator prior to the use at any facility covered by the contract. Material for weed eradication and pest control shall be only those listed in the County of Marin's approved list and categories III and IV herbicides, non-corrosive, non-staining, and shall not leave a flammable residue. Refer to General Provisions Section 6-1.01F "Integrated Pest Management (IPM)."

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

Trees, shrubs and bushes designated for removal must be clearly identified by the contractor before removal operations begin. Only trees shown on the plans or so designated by the Engineer shall be removed. Trees, shrubs and bushes will be removed in a manner consistent with the health and safety of the tree climbing crew, the general public and private property.

The Contractor shall take all reasonable precautions to restrict his operations to the least area of work possible and shall not disturb public or private property beyond the limits of work. Relevant property boundaries, area of disturbance and easement lines are shown on the Plans. Unless specifically identified on the plans for removal, the Contractor shall protect existing trees, shrubs and other private or protected improvements within the limits of stripping and scarifying work below the natural ground surface and other areas as directed by the Engineer to remove all objectionable material.

Nothing in these Special Provisions shall relieve the Contractor from their responsibilities as provided in Section 7-1.04, "Public Safety," of the Standard Specifications.

All removed materials (including chips, debris, and the like), unless otherwise indicated on the Plans or specified herein, shall become the property of the Contractor and they shall make arrangements for disposal outside the road right-of-way in accordance the Specifications. Wood and vegetation debris and residue must be removed as it is generated. Under no circumstances may chips or other combustible materials be disposed of onsite.

Full compensation for complying with this section shall be considered as included in the lump sum contract price, and no separate payment will be made.

10-1.06. EROSION AND SEDIMENT CONTROL PLAN

10-1.06A. Bid Item Description

1. Area of Disturbance

It is anticipated that the project will disturb less than one acre therefore the Contractor is required to prepare, submit, and implement an Erosion and Sediment Control Plan (ESCP) in accordance with the MCSTOPPP Construction Erosion and Sediment Control Plan Applicant Package at Contractors expense. The ESCP shall be included in the submittal package. No work shall commence until review and approval by the County Representative. The Contractor is still required to make an independent determination of the level of Stormwater Pollution Control legally required. If conditions change after bid opening, the Contractor shall notify the Engineer immediately upon discovery. The Contractor shall adhere to all requirements listed in the General Provisions, Section M, of these specifications for Stormwater Pollution Prevention. The Contractor shall know and fully comply with the applicable provisions of the Federal, State, and local regulations that govern your operations and stormwater discharges from both the project site and areas of disturbance outside the project limits during construction. Work shall include all labor, materials, equipment, submittals and testing necessary to comply with federal, state, and local law.

Full compensation for complying with the Stormwater Pollution Control Program, following all laws, rules and regulations for conforming to the provisions herein specified and doing all work involved with the development, implementation, and reporting required shall be considered as included in the contract price and paid per lump sum for the various bid items, and no separate payment will be made.

2. Plan Preparation

The Contractor shall use the MCSTOPPP Erosion and Sediment Control Plan Applicant Package or the CASQA Stormwater Pollution Prevention Plan (SWPPP) template, whichever is applicable, to prepare their plan. The County can provide plan templates and the CASQA BMP Handbook upon request.

3. Best Management Practices (BMPs)

The Contractor shall reference details in their Plan and adhere to all applicable Best Management Requirements (BMPs) as described in:

1. MCSTOPPP Minimum Control Measures For Small Construction Projects https://mcstoppp.org/wp-content/uploads/2020/09/esc-measures-for-small-construction-projects.pdf
2. The CASQA (CA Stormwater Quality Association) Construction BMP Handbook, current edition: https://www.casqa.org/resources/bmp-handbooks

4. Offsite Areas

Unless arrangements for disturbance of areas outside the project limits are made by the County and made part of the contract, it is expressly agreed that the County assumes no responsibility

whatsoever to the Contractor or any property owner with respect to any arrangements made between the Contractor and a property owner to allow disturbance of areas outside the project limits. The Contractor is responsible to ensure that offsite areas used by the Contractor, including disposal sites, have all regulatory permit coverage required.

In accordance with Marin County Ordinance Title 23 Natural Resources- Chapter 23.18 Urban Runoff Pollution Prevention, under no circumstances, shall prohibited non-stormwater discharges be allowed to enter the storm drain system or other drainage courses. These include, but are not limited to concrete wash water, water from grinding or sealing operations, material from striping and pavement marking removal, or water with sediment or any other contaminant. See the specific CASQA Construction BMP Handbook BMP Fact Sheets for details and management of discharges from activities that generate water.

5. **Training**

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

6. **Plan Implementation**

Implementation of the Contractor's Erosion and Sediment Control Plan (ESCP) or Storm Water Pollution Prevention Plan (SWPPP) will be inspected by the County. The County will evaluate whether BMPs are effective and maintained in a manner consistent with the CASQA BMP Handbook to prevent discharge of pollutants into receiving water bodies. Any required action shall be made immediately, to the satisfaction of the County Representative, at no additional costs to the County. Failure to comply with this provision is subject to the retention of funds in Section 10-1.06A(7).

7. **Retention of Funds for Non-Compliance**

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

During the first estimate period that the Contractor failed to comply to the provisions in this section, "Stormwater Pollution Control," the County may retain an amount up to 25 percent of the estimated value of the total contract.

8. **Penalties and Fines**

Penalties as used in this section shall include fines, penalties and damages, whether proposed, assessed, or levied against the Contractor or the County, including those levied under the Federal

Clean Water Act and the State Porter-Cologne Water Quality Control Act, by governmental agencies or as a result of citizen suits. Penalties shall also include payments made or costs incurred in settlement for alleged violations applicable laws, regulations, or requirements. Costs incurred could include sums spent instead of penalties, in mitigation or to remediate or correct violations.

Notwithstanding any other remedies authorized by law, the County may retain money due to the Contractor under the contract, in an amount determined by the County, up to and including the entire amount of Penalties proposed, assessed, or levied as a result of the Contractor's violation of the Permit, or Federal or State law, regulations or requirements or nonconformance with the CASQA BMP Handbook. Funds may be retained by the County until final disposition has been made as to the Penalties. The Contractor shall remain liable for the full amount of Penalties until such time as they are finally resolved with the entity seeking the Penalties.

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

1. The County will give the Contractor 5 working days' notice of the County's intention to retain funds from partial payments which may become due to the Contractor prior to acceptance of the contract. Retention of funds from payments made after acceptance of the contract may be made without prior notice to the Contractor.

2. If the County has retained funds, and it is subsequently determined that the County is not subject to the entire amount of the Costs and Liabilities assessed or proposed in connection with the matter for which the retention was made, the County shall be liable for interest on the amount retained for the period of the retention. The interest rate payable shall be based on the Consumer Price Index for the San Francisco Bay Area but not to exceed 3% per annum.

10-1.06B. **Payment**

The contract lump sum (LS) price paid for **Erosion and Sediment Control Plan (ESCP)** shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work required as specified here and in Section 13 "Water Pollution Control" of the Standard Specifications, including preparing the Erosion and Sediment Control Plan (ESCP) and all work necessary for water pollution control, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer and no additional payment will be made therefor.

Each "Erosion and Sediment Control Plan" bid item represents one-half of the total ESCP cost.

The County pays you for **Erosion and Sediment Control Plan (ESCP)** as follows:

1. Total of 75 percent of the item total upon authorization of the Erosion and Sediment Control Plan
2. Remaining 25 percent of the item total upon Contract acceptance

10-1.07. PRESERVATION OF PROPERTY

See Section 5-1.36 "Property and Facility Preservation" of Caltrans Standard Specifications and the following Special Provisions.

Existing trees, shrubs, culverts, and other plants, that are not to be removed and are injured or damaged by reason of the Contractor's operations, shall be replaced by the Contractor in accordance with the requirements in Section 20-3.01C(4) Replacement Plants of Caltrans Standard Specifications and the following:

The minimum size of replacement shall be as determined by the Engineer.

Replacement planting of injured or damaged trees, shrubs, and other plants shall be completed prior to the start of the plant establishment period and shall conform to the provisions in Section 20-3.02, "PLANTING WORK" of the Caltrans Standard Specifications. Damaged or injured plants shall be removed and disposed of outside the highway right of way in accordance with the provisions in Section 5-1.20B(4) of the Caltrans Standard Specifications.

Full compensation for complying with this section shall be considered as included in the lump sum contract price, and no separate payment will be made.

10-1.08. DUST CONTROL

Dust control shall conform to the provisions in Section 18 "Dust Palliatives", Section 13-4.03C(3) "Stockpile Management" and Section 14-9 "Air Quality" of Caltrans Standard Specifications and these Special Provisions.

No separate payment will be made for work performed or material used to control dust resulting from the Contractor's performance of the work, either inside or outside the right-of-way. Full compensation for complying with the above provisions shall be considered as included in the contract price for the various bid items and no separate payment will be made therefor.

10-1.09. CONSTRUCTION STAKING

Construction stakes will be provided by the County.

Contractor shall submit the staking requests and allow the surveyor **10 (ten) working days** to provide the staking.

Any undue destruction of stakes by the Contractor shall constitute cause to hold the Contractor liable for the cost of re-staking, said cost to be paid for by the Contractor, and will be reimbursed to the County by deductive change order.

Full compensation for complying with **Construction Staking**, including utilizing, maintaining, and protecting staking and elevation benchmarks at the sites, shall be considered as included in the contract price for the various bid items and no separate payment will be made.

10-1.10. SURVEY MONUMENT

Protect all monuments whether noted on the plans or not. Monuments that will be disturbed must be identified by the Contractor to the Engineer, for the County Surveyor to set reference points to reestablish the monument.

Contractor must provide at least ten (10) working days' notice to the Engineer of any monuments that will be disturbed.

No monuments shall be disturbed or removed without the prior written agreement of the Engineer nor before the surveyor has set reference points to reestablish the monument.

10-1.11. DISPOSAL OF MATERIALS

The Contractor shall be responsible for disposal of material, which may include but is not limited to soil, concrete, asphalt, pipe, rock, and vegetation. The Engineer has made no arrangements for disposal of materials. All excess and unsuitable material shall be disposed of by the Contractor in accordance with Section 14-10 "Solid Waste Disposal and Recycling" of the Standard Specifications and this section.

All soil with levels of contamination that exceed environmental screening levels listed by the California Regional Water Quality Control Board for residential land use shall be disposed of in an appropriate landfill with all-weather access. The Contractor shall be responsible for testing soil as required by the disposal site.

The Contractor shall dispose of material such as asphalt, concrete, organic, and wood in a recycling facility.

The Contractor shall be responsible for disposing asphalt containing reinforcing fabric. All other materials shall be disposed in a legal facility.

Full compensation for complying with this section shall be considered as included in the lump sum contract price, and no separate payment will be made.

10-1.12 REMOVAL OF HAZARDOUS SUBSTANCES

If the Contractor encounters materials which the Contractor reasonably believes to be asbestos or a hazardous substance, the Contractor shall stop work and report the discovery to the Engineer in accordance with Section 14-11.02 "Discovery of Unanticipated Asbestos and Hazardous Substances" of the Standard Specifications.

Full compensation for complying with this section shall be considered as included in the lump sum contract price, and no separate payment will be made.

10-1.13. EARTHWORK

Earthwork must be completed in accordance with Section 19 “Earthwork” of the Standard Specifications and these Special Provisions.

Earthwork shall include excavation and backfill necessary to complete the work described in these Special Provisions. The Contractor shall excavate aggregate base, native materials, or other substances of whatever nature to the required subgrade depth as shown on the Plans, required for construction improvements, or as directed by the Engineer. Excavated material shall become the property of the Contractor and shall be disposed of outside the right of way.

Subject to the approval of the Engineer, suitable excavated material may be used as backfill where necessary. In the event of a shortfall, only approved backfill material will be used. Fill material shall be natural soil and rock which is free of organic material, rubble and debris, and shall conform to the Standard Specification requirements.

Fill shall be compacted to a minimum of 95 percent relative compaction (ASTM D-1557). Relative compaction, maximum dry density and optimum moisture content of fill materials should be determined in accordance with ASTM Test Method D-1557. The maximum lift thickness before compaction shall not exceed 8 inches, regardless of the vertical spacing between layers of soil reinforcements. The Contractor may decrease this lift thickness, if necessary, to obtain the specified density. Fill material which does not meet the requirements of this specification shall be corrected or removed and replaced at no expense to the County.

All surplus and/or unsatisfactory excavated material shall be disposed of outside the roadway right of way in accordance with Section 10-1.11 “Disposal or Materials.”

The Contractor shall notify the engineer immediately after identifying a grade conflict. The Contractor shall not be eligible for additional compensation for minor design changes other than those that cause a change in quantities.

In the event of a grade conflict, the Contractor shall pursue other work which is not affected by the conflict. If such alternative work is available, the Contractor shall not be eligible for additional compensation due to the grade conflict.

No open trenches or other excavated areas shall be within or adjacent to the traveled way when work is not actively in progress or when adequate protection is not in place. Edges of excavation in existing roadway pavement shall be cut neat.

Excavate to the described or authorized grade. If you over excavate, backfill with an authorized material and compact it.

Full compensation for Earthwork shall be considered as included in the contract price for the various bid items and no separate payment will be made therefor.

10-1.14 DEMOLITION (MEDIAN) AND TREE REMOVAL

Demolition (Median) and Tree Removal shall conform to the applicable provisions of Section 15 of the Standard Specifications and these Special Provisions. Demolition (Median) and Tree Removal shall include, but not be limited to, the removal from the area of work the existing roadway median on Irving Dr, including any concrete flatwork, structures, signs and sign posts, sign foundations, trees, utilities, or any other items conflicting with the work within the bounds of the median, as shown on the Plans, as necessary to accommodate construction operations, or as directed by the Engineer.

The following items within the median will be relocated and shall not be damaged during demolition:

1. The memorial rock in memory of Dorothy Kinkade
2. The existing stop sign, in accordance with Section 10-1.19 “Relocate Stop Sign and Street Name Signs”
3. The blue street name sign plates for “Butterfield Rd” and “Irving Dr” mounted on top of the other signpost

The Contractor may remove portions of abandoned utilities that are in conflict with project construction. Prior to such removal, Contractor shall verify with the applicable utility entity that the subject facility is abandoned. All removed materials, unless otherwise indicated on the Plans or specified herein, shall become the property of the Contractor and he shall make arrangements for disposal outside the road right-of-way in accordance with the Standard Specifications.

The Contractor shall demolish and remove the median to a depth of seven inches (7”) below the finished surface of the new asphalt at the outer edges of the median, or as necessary to fully remove any concrete flatwork, structure, signs and signposts, sign foundations, trees, utilities, or any other items conflicting with the work. Prior to plugging the median with new asphalt in accordance with Section 10-1.17 “Hot Mix Asphalt (Type “A” ½” Mix)”, the Contractor shall compact the existing subgrade to ninety-five percent (95%) relative compaction.

Asphalt Removal: Where required to reach the median demolition depth indicated in the plans and as required by these Special Provisions, roadway base layers shall be removed in accordance with Section 39-3.05, “Remove Base and Surfacing,” of the Standard Specifications and as directed by the Engineer. This bid item also includes removal of base rock as required for the improvements.

MEASUREMENT AND PAYMENT

The contract unit price paid per lump sum (LS) for **Demolition (Median) and Tree Removal** of the various types shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals for doing all the work to remove the existing Irving Dr median complete in place, including saw-cutting, demolition and removal of pavement and aggregate base (where necessary), tree removal, sign post removal, hauling, recycling, disposal, cleanup, compaction, and other incidental work, as shown on the Plans, as specified in the Standard Specifications and these Specifications, and as directed by the Engineer.

10-1.15. MINOR CONCRETE (MINOR STRUCTURES)

Minor Concrete (Minor Structures) shall conform to the provisions of Sections 51-1.02 and 90, Section 73, "Concrete Curbs and Sidewalks," Section 52, "Reinforcement," of the Standard Specifications, applicable portions of the County of Marin Uniform Construction Standards (UCS), these special provisions, the plans and standard details, and as directed by the Engineer.

If new curb, sidewalk or driveway is constructed adjacent to existing curb, sidewalk or driveway, dowel the existing concrete to the new concrete with #4 epoxy-coated reinforcing bars. Where new forebays are constructed adjacent to new curb and gutter or new retaining curb, dowel the forebays into the adjacent concrete structures with #5 epoxy-coated reinforcing bars. Steel dowel bars must be epoxy coated complying with section 40-1.02C(3). The dowel bar must be installed complying with section 40-1.03D except exposed portion need not be lubricated.

Accessible concrete level landings shall be poured monolithically (integral) with curb and gutter where adjacent.

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

The Contractor shall perform a water test on gutters upon completion. The test must be performed in the presence of the inspector and must demonstrate positive drainage through the gutter. If the work is not to the Engineer's satisfaction, the Contractor shall replace any unsatisfactory curb and gutter at no additional cost.

Removed materials, unless otherwise indicated on the Plans or specified herein, shall become the property of the Contractor and shall make arrangements for disposal outside the road right-of-way and no additional compensation will be allowed therefor.

For concrete paving subjected to vehicular traffic, strength of concrete in place shall be 4,000 psi at 28 days.

LOW CARBON CONCRETE REQUIREMENTS

Minor concrete shall have a cement content compliant with the Marin County Code Chapter 19.07. The purpose of chapter 19.07 is to provide practical standards and requirements for the composition of concrete, as defined herein, that maintains adequate strength and durability for the intended application and at the same time reduces greenhouse gas emissions associated with concrete composition.

Mix designs shall have 20% percent Class F fly ash with at least 48 oz of $LiNO_3$ solution added per 100 lb of Portland cement. The CaO content of the fly ash shall not exceed 15 percent. Or otherwise utilize the supplementary cementitious materials (SCM) : fly ash, pozzolan, slag cement, and silica fume as needed to reduce the total amount of Portland cement while meeting the Standard Specifications.

Minimum specified compressive strength f'c , psi (1)	Maximum ordinary PC content, lbs/yd^3 (2)
up to 2500	362
3000	410
4000	456
5000	503
6000	531
7000	594
7001 and higher	657
Up to 3000 light weight	512
4000 light weight	571
5000 light weight	629

Notes
(1) For concrete strengths between the stated values, use linear interpolation to determine limits.
(2) Portland cement of any type per ASTM C150.

19.07.50.1 Allowable Increases

(1) Cement and Embodied Carbon Limit Allowances. Cement or Embodied Carbon limits shown in Table 19.07.050 can be increased by 30% for concretes demonstrated to the engineer as requiring high early strength. Such concretes could include, but are not limited to, precast, prestressed concrete; beams and slabs above grade; and shotcrete
(2) Approved Cements The maximum cement content may be increased proportionately above the tabulated value when using an approved cement, or blended cement, demonstrated by approved EPD to have a plant-specific EPD lower than 1040 kg CO2e/metric ton. The increase in allowable cement content would be (1040 / plant=specific EPD) %

19.07.50.2 Cement Limit Method – Mix

Cement content of a concrete mix using this method shall not exceed the value shown in the Table 19.07.050. Use of this method is limited to concrete with specified compressive strength not exceeding 5,000 psi.

Contractor shall submit a Low Carbon Concrete Compliance Form (cement) with material submittal and at the end of the project (Exhibit 2). Requests for exemption must be in writing and will only be considered if contractor demonstrates that the cement limit requirements will not meet the Caltrans specifications.

CONSTRUCTION

Minor concrete structures shall include the construction and/or modification of curbs, gutters, ramps, landings, sidewalks, gallery with catch basins, turning structures, and catch basins as shown on the Plans. Structure excavation and structure backfill incidental to minor concrete work shall be included in the price paid. Structure excavation and backfill shall comply with Section 19-3 and Sections 7-1.02K(6)(b) of the Standard Specifications.

Concrete used for curb and gutter, retaining curb, and accessible concrete level landings shall be Class "A", containing a minimum of six (6) sacks of cement per cubic yard. The Contractor shall obtain approval of the mix design prior to placing concrete. Reinforcing steel shall have a yield of

60,000 psi and conform to and be placed in accordance with Section 52 “Reinforcement of the Caltrans Standard Specifications.

Concrete shall contain 2 pounds per cubic yard of lampblack or equivalent. All concrete shall receive a light broom finish.

New work adjacent to existing shall match the existing, in color and finish, as closely as possible, except where shown on the Plans.

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

Concrete shall be cured in accordance with applicable provisions of Section 13 “water pollution control”, Section 73 “Concrete Curbs and Sidewalks” and Section 90 “Concrete” of the Standard Specifications. Minor concrete which will be exposed to vehicular traffic shall be protected from bearing the traffic load for a minimum of seven (7) days after placement, unless stated otherwise herein. Traffic plates shall be of sufficient thickness so as not to deflect to or in any way mar the protected concrete.

Curing compound shall be used on all minor concrete surfaces. Application of curing compound shall be made in accordance with Section 90-1.03B(3), “Curing Compound Method,” of the Standard Specifications. The quality and quantity to be used shall be approved by the Engineer. The liquid compound shall contain a coloring matter which does not permanently alter the natural color of the concrete, but which will color sufficiently at the time of application to indicate readily the areas covered. The use of any membrane material which would impart a slippery surface to the concrete shall not be permitted. The liquid shall be applied under pressure with a spray nozzle at the rate recommended by the manufacturer, unless otherwise directed by the Engineer, and in such manner as to cover the surface thoroughly. Care shall be exercised to avoid damage to the seal before the expiration of the curing period. Seal damage shall be immediately repaired by the application of additional membrane material over the damaged portion.

CONCRETE REMOVAL

All demolition work shall be protected by delineators, caution tape, orange construction fencing, barricades, etc. Removing existing concrete shall conform to Section 15-3, “Removing Concrete” of the Standard Specifications, and shall be paid by the square foot of removed concrete. Full compensation for concrete removal shall be included in the various bid items and no separate compensation shall be made. This shall include excavating, removing, off-hauling, and disposing of existing concrete, stones, base, subgrade soils, and debris, compacting and finishing subgrade, loading and removing waste materials from the site and performing the work as indicated on the plans, described in Section 15 of the Standard Specifications, and described in these Special Provisions.

All removed materials, unless otherwise indicated on the Plans or specified herein, shall become the property of the Contractor and shall make arrangements for disposal outside the road right-of-way and no additional compensation will be allowed therefor.

TEMPORARY ACCESSIBLE CURB RAMP AND PATH OF TRAVEL

If an existing curb ramp or implied street crossing (including drive pad transitions) is to be placed out of service, the Contractor shall install a temporary ADA compliant curb ramp prior to disturbing the existing ramp. The temporary ramp shall remain in place until the new ramp is fully functional. A suitable pedestrian path-of-travel shall be maintained at all times by the Contractor during minor concrete work. Where necessary, temporary path of travel improvements may include but is not limited to, temporary curb ramps, protected walkways when pedestrians are directed into the vehicle travel way and signage to redirect pedestrian traffic.

Curb ramps, curb, gutter or sidewalks shall not be removed prior to placement of temporary path of travel.

Full compensation for complying with the above provisions shall be considered as included in the contract price for the various bid items. No separate payment will be made.

CONCRETE FLATWORK

Sidewalk shall conform to UCS Drawings #100, #105, #115, the Standard Specifications, Standard Plans, Plans and these Special Provisions.

Contractor shall backfill and compact with Class II Aggregate Base as necessary to obtain subgrade. Class II Aggregate Base shall be compacted to 95% relative compaction and will be paid under **Class II Aggregate Base (Landings)**.

All Accessible Landings shall comply with the 2025 Standard Plans A88A, A88B, as revised through the date of project advertise, and details shown on the Plans. **Deviations from the plans and the Standard Plans shall be permitted only with written authorization for the Professional Engineer of record.**

Landings, curb, and gutter shall comply with all construction details as specified on the Plans. **Forms and finished slopes on new concrete landings, curb, and gutter will be checked in the field by the resident engineer using a 2-foot level. Upon requesting inspection, Contractor shall allow Resident Engineer 24 (twenty-four) hours to check, and if necessary correct, landing, curb, and gutter forms.** Construction details include the installation of joints, grooves, retaining curb, gutter, if necessary, adjustment of utility boxes to new grade, relocation of street/traffic signs, conforming work with existing private improvements and any modifications to field fit conditions as directed by the Engineer.

The Contractor's attention is directed to the requirement for 70% visual contrast between curb ramps and adjacent sidewalk surfaces. Where ramps are poured adjacent to the existing AC path, no color modification will be necessary or obtain 70% visual contrast. Where color contrast is necessary, contrasting color for curb ramps shall be achieved by a surface application of "Lithochrome CS-1 Black" or equivalent. The acid stain shall be applied and brushed into the surface of the ramp. A minimum of two coats shall be applied to the ramp surface. No additional

compensation will be given if additional coats of the acid stain are required to obtain a uniform 70% contrast.

Contractor shall coordinate with responsible utility representatives for existing facility adjustment within proposed landings, curb, and gutter in the following order of work:

- Inform utility owners of work schedule with at least 48 (forty-eight) hour notice
- Demolition of existing curb, gutter, sidewalk, and asphalt pavement
- Provide back and face board with string-line levels to existing utility boxes
- Provide on-site personnel for oversight during utility work/operations
- After utility work is complete, Contractor to reset back/face boards, and remaining forms

The Contractor's attention is directed to the existing MMWD (Marin Water) service access valve cover across from the fire hydrant on Irving Dr that falls within the footprint of the new curb and gutter for the northeast bioretention basin. This cover will require an elevation adjustment to be flush with the new gutter pan surface and the Contractor shall be responsible for coordination with Marin Water to facilitate that work.

Contractor shall saw-cut, demolish, and remove 1 (one) foot (minimum) asphalt concrete in front of the lip of gutter and replace with a 6 (six) inch deep HMA plug. HMA plus at the lip of gutter of curb ramps shall be included in the unit price for the bid items **Asphalt Milling (3")** and **Hot Mix Asphalt (Type A).**

CAST-IN-PLACE TRUNCATED DOMES

Detectable warning surface shall be made of cast-in-place dome tiles and must comply with Accessible/ADAAG guidelines and CBC regulations.

Detectable warning surface shall be Federal Yellow color.

The Truncated Domes will be wet set; **glue down tiles will not be accepted.** Detectable warning tiles must be comprised of advanced polymer concrete and shall perform to the following minimum ASTM- based Standards of Quality for Concrete Materials:

Compressive Strength	>16,000 PSI	Per ASTM C 39-04
Abrasion factor	<0.03 cm(3)/cm(2)	Per ASTM C 418-12
Water Absorption	<0.25%	Per ASTM C 97-09
Freeze / Thaw Factor	0.00%	Per ASTM C 1262-10
Slip Resistance Value	Fa = 0.88	Per ASTM C 1028-07
Flexural Strength	>3,000 PSI	Per ASTM C 947-03
Tensile Strength	>3,000 PSI	Per ASTM C 496-11

Cast-in-place truncated dome tiles shall be installed without voids, and a pertaining anchoring system shall be used to guarantee a monolithic structure of the domes with the new curb ramp and passageways construction. Truncated dome tiles shall be installed in a 4" thick concrete surface as per the details shown on the construction drawings and the Standard Plans. All requirements for

installation of truncated dome tiles on curb ramps, passageways and these Special Provisions shall apply insofar as they apply.

Cast-in-place truncated domes shall be included in the unit price for **Accessible Concrete Landings**.

CURB AND GUTTER

Curb and Gutter shall conform to UCS Drawings #100, #105, the Standard Specifications, Standard Plans and these Special Provisions, unless otherwise specified on the Plans.

Curb and Gutter shall be Type "A" Curb, or as modified as shown on the Plans, and the gutter pan width may be reduced to match and conform to existing.

Contractor must compact with Class II Aggregate Base as needed to obtain stable subgrade. Class II Aggregate Base shall be compacted to 95% relative compaction.

Transverse weakened plane and expansion joints for curb and gutter shall be placed in accordance with Section 73-1.03 of the Standard Specifications. Weakened plane joints shall be in 16' maximum intervals with 10' typical intervals as shown on the Plans and expansion joints shall be 48' maximum on centers. Weakened plane joints shall be placed in a true straight line which shall be at right angles or radial to the curb line, and at right angles to the surface of the concrete. Weakened planes for curb and gutter shall not exceed one-eighth inch (1/8") in width and shall be formed by means of an approved weakened plane scoring tool, or a steel bar inserted into the surface to form the weakened plane and removed; or by means of approved strips of forming material which may be left in place. When the forming material is left in place, the top edge shall be slightly below the surface of the concrete. After the surface has been finished, the joint shall be edged with an edging tool having a one-eighth inch (1/8") radius.

The edges of the curb and gutter shall be rounded with an edging tool.

Contractor shall saw-cut, demolish, and remove 1 (one) foot minimum width of asphalt concrete in front of the proposed lip of gutter and replace with 6 (six) inches deep of HMA pavement as indicated in the plans, Standard Specification, and these specifications.

MEASUREMENT

Accessible Concrete Landings shall include concrete and truncated domes required to form the landings with ADA-compliant grades, and as shown on the Plans, and shall be measured per each (EA). Utility boxes, within the area of the landings shall be adjusted to meet the final grades. The cost for Utility box adjustments shall be included in the cost per each (EA) of Accessible Concrete Landings and no separate payment will be made. PG&E utility boxes will be adjusted by their forces at no cost to the contractor. Construction related coordination with the utilities is included in the each (EA) price. Request for County assistance with utility scheduling shall be made in writing at least 10 (ten) days in advance of demolition.

Type "A" Curb & Gutter (12" Deep), Type "A" Curb & Gutter (18" Deep), Type "A" Curb & Gutter (30" Deep), and Retaining Curb shall include the concrete, rebar, labor, and installation required to complete the work in place, and shall be measured per linear foot (LF). Utility boxes and covers within the footprint of the curb and gutter shall be adjusted to meet the final grades. Construction related coordination with the utilities is included in the linear foot (LF) price.

Class II Aggregate Base (Landings) shall include the Class II aggregate base required to install the accessible concrete landings, complete in place, as shown on the Plans and as required by the Engineer, and shall be measured per cubic yard (CY).

Class II Aggregate Base (Curb & Gutter) shall include the Class II aggregate base required to install the curb and gutter, complete in place, as shown on the Plans and as required by the Engineer, and shall be measured per cubic yard (CY).

The contract unit price paid per cubic yard (CY) for **Excavation (Landings)** shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals for doing all the work involved in excavation, hauling, stockpiling, scarification, re-compaction, placing final backfill and compaction as necessary to install the accessible concrete landings, as shown on the Plans, as specified in the Standard Specifications and these Specifications, in accordance with Section 10-1.13 "Earthwork", and as directed by the Engineer.

The contract unit price paid per cubic yard (CY) for **Excavation (Curb & Gutter, Bioretention)** shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals for doing all the work involved in excavation, hauling, stockpiling, scarification, re-compaction, placing final backfill and compaction as necessary to install the curb & gutter and bioretention, as shown on the Plans, as specified in the Standard Specifications and these Specifications, in accordance with Section 10-1.13 "Earthwork", and as directed by the Engineer. The four (4) no-parking signs within and adjacent to the bioretention areas that are designated for removal on the Plans must be removed as part of excavation operations. The cost for the work involved to remove the no-parking signs shall be included in the unit price per cubic yard (CY) for this bid item.

Lengths of curbs and gutters acting as aprons or transitions into the pretreatment forebays **will not be measured**. Payment for constructing aprons or transitions between the gutter and the inlet into the pretreatment forebay is included in the payment of **Pre-treatment Forebays**.

PAYMENT

The contract unit price paid for each item, shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals for doing all the work involved to complete in place including earthwork, excavation, accessible concrete landings with truncated domes, class II aggregate base, tools, curb & gutter, and retaining curb, coordinating with utility companies and facilitating their crews and their structures, equipment necessary to complete the work including saw-cutting, demolition, structure excavation, backfill, grading, furnishing, placing and removing of formwork and false work, reinforcing steel, doweling, joints, grouting, curing, water testing,

compaction, connection to existing facilities, removal and disposal of materials; construction and maintenance of temporary path of travel and colorized sample preparation that conforms to the provisions as specified in the Standard Specifications, as shown on the plans, as specified herein, and as directed by the Engineer and no additional compensation will be made therefor.

10-1.16. ASPHALT MILLING (COLD PLANE ASPHALT)

Grinding shall include the removal of all asphalt, aggregate base, and native soil necessary to achieve subgrade.

Asphalt Milling shall be in accordance with the applicable provisions of Section 42-3 “Grinding” of the Standard Specifications.

The contractor shall protect the subgrade including, but not limited to, avoiding rain on the subgrade, avoiding unnecessary heavy loads on the subgrade, identifying signs of subgrade cracking or ‘pumping’, keeping trucks off those areas and immediately notifying the engineer.

Pavement grinding operations shall not commence until all existing traffic striping and all street surface facilities/features including utility castings and boxes, survey monuments and benchmark within the areas to be ground have been “tied out”, with reference points, by the Contractor and noted to the Engineer.

Pavement Grinding of asphalt concrete pavement shall be performed by the cold planing method. The cold planing machine shall be capable of planing the pavement without requiring the use of a heating device to soften the pavement during or prior to the planing operation.

Pavement Grinding must be in accordance with the applicable provisions of the specifications and shall involve: grinding an adequate depth (three-inch (3”) minimum) so the finished grinding surface is the depth below finished grade as shown on the plans and such that there is adequate depth to pave a two-inch (2”) minimum surface layer of new asphalt up to the finished surface of the new roadway. These grinding requirements shall apply across the roadway, between the lip of gutter and lip of gutter, or edge of pavement, with cross slopes and running slopes that match the finished grades of the roadway as directed by the Plans.

The final cut must result in a uniform surface conforming to the plans. The outside lines of the planed area must be neat and uniform. Planing asphalt concrete pavement operations must be performed without damage to the surfacing to remain in place or any adjacent new construction such as the curb and gutter or accessible concrete landings.

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

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

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

The Contractor is responsible for removal of any existing striping, markers, or paving fabric encountered within the grinding depth indicated by the project plans. The Contractor shall remove any loose or de-laminated material (such as paving fabric) that has been exposed as result of grinding. No additional compensation will be given therefore.

The Contractor should pay particular attention to Paragraph 5-1.36, "Property and Facility Preservation," of the Standard Specifications. The required grinding is to be performed without disturbing the existing improvements. Any concrete chipped or otherwise damaged by the pavement grinding operations shall be repaired by the Contractor at no additional cost.

Contractor shall coordinate with the Engineer about existing survey monuments prior to his grinding operation. The Contractor shall note all benchmarks and monuments to the Engineer prior to grinding. Upon written requests, County will 1) reference out monuments before grinding and 2) provide straddlers for the replacement of damaged monuments.

The cold plane machine must be:

1. Equipped with a cutter head width that matches the planing width. If the cutter head width is wider than the cold plane area shown, submit to the Engineer a request for using a wider cutter head. Do not cold plane unless the Engineer approves your request.
2. Equipped with automatic controls for the longitudinal grade and transverse slope of the cutter head and:
    i. If a ski device is used, it must be at least 30 (thirty) feet long, rigid, and a 1-piece unit. The entire length must be used in activating the sensor.
    ii. If referencing from existing pavement, the cold planing machine must be controlled by a self-contained grade reference system. The system must be used at or near the centerline of the roadway. On the adjacent pass with the cold planing machine, a joint-matching shoe may be used.
3. Equipped to effectively control dust generated by the planing operation.
4. Operated so that no fumes or smoke is produced.
5. Equipment must be equipped with a conveyor system and the Contractor must concurrently load the pavement grindings into an adjacent truck.
6. Equipment must meet all requirements of legally powered regulatory agencies including noise control standards.
7. Equipment must not produce excessive dust and must conform to the Standards of the Bay Area Air Quality Control Board. Pre-heating of the asphalt concrete must not be performed. The machine must be equipped with a water device for dust control. The grinding machine must have a side shield to prevent ground material from being thrown on the sidewalk.
8. Teeth shall not be broken or worn, worn or missing.

No additional compensation shall be made for Pavement Grinding beyond the lines and grades shown on the Plans unless so directed by the Engineer.

TEMPORARY HMA TAPERS

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

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

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

TEMPORARY PAVEMENT DELINEATION

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

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

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

REMOVAL AND DISPOSAL

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

The depth of grind shall be measured from the lip of gutter and includes the grinding, hauling and disposal of any overlaid material. Contractor shall review the extent of overlay prior to submitting a bid.

MEASUREMENT

The Contractor shall measure and confirm with the Engineer the pay quantities of the Asphalt Milling prior to the resurfacing operation. Otherwise, no additional payment, beyond what is indicated on the Engineer's Estimate, will be made to the contractor.

Asphalt Milling (3") shall be measured by the square yard (SY). The quantity to be paid for will be the actual area of surface cold planed irrespective of the number of passes required to obtain the depth shown on the plans, or the volume of asphalt pavement between existing grade and proposed finish grade. The limits of asphalt milling, as paid under this bid item, shall be between the HMA conform limits and lip of new gutter and shall exclude the area of the Irving Dr median, new curb and gutter, landings, and bioretention areas.

Damage caused to the road surface beyond the contract limits shall be repaired by grinding and paving as directed by the Engineer at the cost of the contractor and no additional compensation will be allowed therefor.

PAYMENT

The contract unit price paid per square yard (SY) for **Asphalt Milling (3")** shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals for doing all the work involved to complete in place including, saw-cutting, cold planing surfacing that includes demolition and removal of; asphalt concrete, base material (where necessary), fabric, striping and markers within the prescribed depth, as measured from the lip of gutter and including overlay material, hauling, disposal, recycling, cleanup of planed material, protecting improvements, notification, furnishing the HMA for constructing temporary HMA tapers, maintaining, removing, and disposing of temporary HMA tapers, placing, maintaining, removing, and disposing of temporary pavement delineation that conforms to the provisions as specified in the Standard Specifications, as shown on the plans, as specified herein, and as directed by the Engineer and no additional compensation will be made therefor.

10-1.17. HOT MIX ASPHALT (TYPE "A" ½" MIX)

HMA Fill (Type "A") shall conform to the provisions of Section 39, "Hot Mix Asphalt" of the Standard Specifications, these Special Provisions and the Plans.

Petroleum based lubricants are prohibited for use in truck beds, aprons, tools, paver hopper, screed and rakes.

Prior to placing the Hot Mix Asphalt (HMA) all leaves, debris and low branches must be removed from the area to be paved.

Asphalt Concrete shall be Type A, HMA, conforming to the requirements of Section 39-2.01 "Type A HMA" of the Standard Specifications. RAP shall not exceed 15% and is subject to the requirements of Section 39-2.02B(5) "Reclaimed Asphalt Pavement".

Wearing Course shall be ½" max mix.

Gradation for all **other** asphalt lifts may be any size, provided it meets the requirements in the following table:

Aggregate Gradation Requirement

Pavement thickness (compacted)	Gradation
Greater than 0.10 foot and less than 0.20 feet	½"
Greater than 0.20 foot	¾"

Aggregate Gradation (Percent Passing)

1/2 inch

Sieve size	Target value limit	Allowable tolerance
3/4"	100	--
1/2"	95–98	TV ± 5
3/8"	72–95	TV ± 5
No. 4	52–69	TV ± 5
No. 8	35–55	TV ± 5
No. 30	15–30	TV ± 4
No. 200	2.0–8.0	TV ± 2.0

The asphalt concrete mix design shall contain **a minimum binder content of 5.5%**.

The asphalt concrete mix designs shall contain an **air voids content ratio of 4%**.

Asphalt Concrete shall be **PG 64-16** performance graded asphalt.

The coarse aggregate shall contain 100% crushed rock. The percentage of crushed particles will be determined by Test Method of No. Calif. 205, except that no particle shall be considered a crushed particle unless it has three or more fractured faces, regardless of size.

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

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

Job Mix Formula Authorization

You may start HMA production if:
1. Engineer's review of the JMF shows compliance with the Standard Specifications
2. Caltrans has verified the JMF within 12 months before HMA production
3. Engineer authorizes the verified JMF

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

The Contractor shall submit the following items to the Engineer at least ten (10) working days prior to the placing of any Hot Mix Asphalt Leveling Course:

- A list of material sources
- Aggregate samples per Section 39-1.03C, "Job Mix Formula Submittal," of the State Standard Specifications
- Asphalt concrete mix design
- Certificate of Compliance per Section 6-3.05E, "Certificates of Compliance" of the State Standard Specifications

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

During paving operations, the County will take various field and plant tests for compliance with the approved mix. If it is found that the Asphalt Concrete mix being used does not comply with the approved mix, the paving operations shall cease until the plant supplying the Asphalt Concrete makes necessary corrections to bring the mix back into compliance. Any materials rejected by the County shall be removed from the job site, at the Contractor's expense, and no additional payment will be allowed.

The Contractor shall notify the Engineer at least 72 (seventy-two) hours in advance of commencement of paving operations on any road. Ambient air and surface temperatures prior to paving shall be as follows:

Minimum Ambient Air and Surface Temperatures

Lift Thickness (inches)	Ambient Air (°F)		Surface (°F)	
	Unmodified Asphalt Binder	Modified Asphalt Binder	Unmodified Asphalt Binder	Modified Asphalt Binder
<2	55	50	60	55
≥2	45	45	50	50

HMA Base Lift must cool to below 130 degrees before the HMA second lift can be placed. Tack coat must be applied prior to the HMA second lift.

The Contractor shall pave a minimum of two-inches (2") of new asphalt, after compaction, from the planed surface to the finished surface of the roadway. The surface course of new asphalt shall be two-inches (2") minimum and lifts shall not exceed three-inches (3") maximum, after compaction, for any new paving, including the asphalt plug for the median after demolition. Where subgrade is encountered, it shall be compacted to ninety-five percent (95%) relative compaction prior to paving operations.

The Contractor shall pave such that no cold joints are created within any vehicle traveled lane. Cold joints are permitted along the centerline of the road. If a road width does not allow for a single pass to reach the exact centerline, the contractor will be required to make to make 2 (two) concurrent and adjacent passes to reach the centerline using two paving machines where possible. Contractor is responsible for providing paving equipment and a traffic control plan that can satisfy these constraints including but not limited to pavers capable of accepting extensions to the screed to allow for wider paver passes. If the temperature at the longitudinal joint drops below 225° F, the Contractor shall grind partial depth (min 1 ¼" x min 1 ¼") of the edge of the paved lane at the joint prior to making the adjacent pass. The ground longitudinal joint will be straight and parallel with the centerline of the road and approved by the engineer.

Alternatively, longitudinal cold joints will be allowed on lane lines and centerlines as detailed in detail P70 "Hot Mix Asphalt (Longitudinal Tapered Notched Wedge Joint)," of the Standard Plans. Longitudinal Tapered Notched Wedge Joints shall only be constructed by using an attachment to the paver screed. **Construction by raking or other hand construction methods will not be allowed.**

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

HMA shall be compacted to a minimum **ninety-three percent (93%)** of Maximum Theoretical Density as determined by American Society of Testing Materials (ASTM) D-2041.

The Contractor shall provide an independent testing firm to test compaction for the resurfacing. Testing frequency shall be in accordance with Section 39 "Asphalt Concrete" of the Standard Specification and these special provisions. Contractor shall submit a written report of the

compaction results for each day. The County will not accept the installed material until after the written compaction reports have been reviewed and approved by the Engineer.
The County may retain a testing firm to monitor in-place compaction. Density will be determined using a nuclear gage. The Contractor is solely responsible for constructing the project in accordance with the Plans and Specifications.

All driveway aprons, pathway/bikeway (shoulders) shown on the Plans shall be paved on the same day as the mainline resurfacing such that no cold joints are created.

MEASUREMENT

The quantity for this bid item shall be determined from certified weigh master tickets relative to the amount of asphalt delivered, placed, and compacted. Asphalt used in the construction of the Type "F" HMA Dike shall not be included in the quantity for this bid item. The Engineer shall be supplied with a copy of each certified weigh ticket for the Engineer's records.

PAYMENT

The contract unit price paid per ton (TON) for **Hot Mix Asphalt (Type A)** shall include full compensation for furnishing all labor, materials and equipment necessary to complete the work as shown on the Plans, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer and no additional payment will be made.

The Contractor shall measure and confirm the pay quantities of HMA Resurfacing with the Engineer prior to the resurfacing operation. Otherwise, no additional compensation shall be made for HMA Resurfacing beyond the limits shown on the Plans unless so directed by the Engineer.

10-1.18. BIORETENTION FACILITIES

The Contractor shall install bioretention facilities in the locations shown in the Plans. Bioretention soils shall achieve a long-term, in-place infiltration rate of at least 5 (five) inches per hour. Bioretention soil shall also support vigorous plant growth. Bioretention facilities include the following elements:

- Pretreatment Forebay
- Type "C" Retaining Wall
- 4" Perforated PVC Pipe
- 8" Solid PVC Pipe
- Cleanouts
- River Rock (Curb Cuts and Forebays)
- 18" Atrium Grate & Catch Basin
- Lower Existing Drain Inlet
- Landscape Mulch
- Bioretention Soil Media (BSM)
- Class II Permeable Fill

- Impermeable Liner
- Excavation (Curb & Gutter, Bioretention)

Bioretention soil shall comply with the Bay Area Stormwater Management Agencies Association Model Biotreatment Soil Media Specifications–MRP 2.0 Provision C.3.c.i.(2)(c)(ii) dated February 5, 2016.

General

Specification of Soils for Biotreatment or Bioretention Facilities:

Soils for biotreatment or bioretention areas shall meet two objectives:

- Be sufficiently permeable to infiltrate runoff at a minimum rate of 5" per hour during the life of the facility, and
- Have sufficient moisture retention to support healthy vegetation.

Achieving both objectives with an engineered soil mix requires careful specification of soil gradations and a substantial component of organic material (typically compost).

Local soil products suppliers have expressed interest in developing ‘brand-name’ mixes that meet these specifications. At their sole discretion, municipal construction inspectors may choose to accept test results and certification for a ‘brand-name’ mix from a soil supplier.

Tests must be conducted within 120 days prior to the delivery date of the bioretention soil to the project site.

Batch-specific test results and certification shall be required for projects installing more than 100 cubic yards of bioretention soil.

Materials

Bioretention Soil Specifications:

Bioretention soils shall meet the following criteria. “Applicant” refers to the entity proposing the soil mixture for approval by a Permittee.

1. General Requirements – Bioretention soil shall:
   a. Achieve a long-term, in-place infiltration rate of at least 5 inches per hour.
   b. Support vigorous plant growth.
   c. Consist of the following mixture of fine sand and compost, measured on a volume basis: 60%-70% Sand
      30%-40% Compost
2. Submittal Requirements – The applicant shall submit to the County for approval:
   a. A minimum one-gallon size sample of mixed bioretention soil.
   b. Certification from the soil supplier or an accredited laboratory that the Bioretention Soil meets the requirements of this guideline specification using Appendix B.
   c. Grain size analysis results of the fine sand component performed in accordance with ASTM D 422, Standard Test Method for Particle Size Analysis of Soils or Caltrans Test Method (CTM) C202.
   d. Quality analysis results for compost performed in accordance with Seal of Testing Assurance (STA) standards, as specified in 4.

e. Organic content test results of mixed Bioretention Soil. Organic content test shall be performed in accordance with by Testing Methods for the Examination of Compost and Composting (TMECC) 05.07A, "Loss-On-Ignition Organic Matter Method".
f. Grain size analysis results of compost component performed in accordance with ASTM D 422, Standard Test Method for Particle Size Analysis of Soils.
g. A description of the equipment and methods used to mix the sand and compost to produce Bioretention Soil.
h. Provide the name of the testing laboratory(s) and the following information:
(3) Contact person(s)
(3) Address(s)
(3) Phone contact(s)
(3) E-mail address(s)
(3) Qualifications of laboratory(s), and personnel including date of current certification by USCC, ASTM, Caltrans, or approved equal

3. Sand for Bioretention Soil
a. Sand shall be free of wood, waste, coating such as clay, stone dust, carbonate, etc., or any other deleterious material. All aggregate passing the No. 200 sieve size shall be non-plastic.
b. Sand for Bioretention Soils shall be analyzed by an accredited lab using #200, #100, #40 or #50, #30, #16. #8, #4, and 3/8 inch sieves (ASTM D 422, CTM 202 or as approved by municipality), and meet the following gradation:

Sieve Size	**Percent Passing (by weight) *Min***	**Percent Passing (by weight) *Max***
3/8 inch	100	100
No. 4	90	100
No. 8	70	100
No. 16	40	95
No. 30	15	70
No. 40 or No. 50	5	55
No. 100	0	15
No. 200	0	5

Note: all sands complying with ASTM C33 for fine aggregate comply with the above gradation requirements.

4. Composted Material

Compost shall be a well decomposed, stable, weed free organic matter source derived from waste materials including yard debris, wood wastes or other organic materials not including manure or biosolids meeting the standards developed by the US Composting Council (USCC). The product shall be certified through the USCC Seal of Testing Assurance (STA) Program (a compost testing and information disclosure program).

a. Compost Quality Analysis by Laboratory – Before delivery of the soil, the supplier shall submit a copy of lab analysis performed by a laboratory that is enrolled in the US Composting Council's Compost Analysis Proficiency (CAP) program and using approved Test Methods for the Examination of Composting and Compost (TMECC). The lab report shall verify:
   (3) Organic Matter Content: 35% - 75% by dry wt.
   (3) Carbon and Nitrogen Ratio: C:N < 25:1 and C:N >15:1
   (3) Maturity/Stability: Any one of the following is required to indicate stability:
      (ii) Oxygen Test < 1.3 O2 /unit TS /hr
      (ii) Specific oxy. Test < 1.5 O2 / unit BVS /hr
      (ii) Respiration test < 8 mg CO2-C /g OM / day
      (ii) Dewar test < 20 Temp. rise (°C) e.
      (ii) Solvita® > 5 Index value
   (3) Toxicity: Any one of the following measures is sufficient to indicate non-toxicity.
      (i) NH4+ : NO3--N < 3
      (v) Ammonium < 500 ppm, dry basis
      (v) Seed Germination > 80 % of control
      (v) Plant Trials > 80% of control
      (v) Solvita® = 5 Index value
   (3) Nutrient Content: provide analysis detailing nutrient content including N-P-K, Ca, Na, Mg, S, and B.
      (ii) Total Nitrogen content 0.9% or above preferred.
      (ii) Boron: Total shall be <80 ppm;
   (3) Salinity: Must be reported; < 6.0 mmhos/cm
   (3) pH shall be between 6.2 and 8.2 May vary with plant species.

b. Compost Quality Analysis by Compost Supplier – Before delivery of the compost to the soil supplier the Compost Supplier shall verify the following:
   (3) Feedstock materials shall be specified and include one or more of the following: landscaping/yard trimmings, grass clippings, food scraps, and agricultural crop residues.
   (3) Maturity/Stability: shall have a dark brown color and a soil-like odor. Compost exhibiting a sour or putrid smell or containing recognizable grass or leaves, or is hot (120F) upon delivery or rewetting is not acceptable.
   (3) Weed seed/pathogen destruction: provide proof of process to further reduce pathogens (PFRP). For example, turned windrows must reach min. 55C for 15 days with at least 5 turnings during that period.

c. Compost for Bioretention Soil Texture – Compost for bioretention soils shall be analyzed by an accredited lab using #200, 1/4 inch, 1/2 inch, and 1 inch sieves (ASTM D 422 or as approved by municipality), and meet the following gradation:

Sieve Size	**Percent Passing (by weight) *Min***	**Percent Passing (by weight) *Max***

1 inch	99	100
1/2 inch	90	100
1/4 inch	40	90
No. 200	1	10

d. Bulk density shall be between 500 and 1100 dry lbs/cubic yard
e. Moisture content shall be between 30% - 55% of dry solids.
f. Inerts – compost shall be relatively free of inert ingredients, including glass, plastic and paper, < 1 % by weight or volume.
g. Select Pathogens – Salmonella <3 MPN/4grams of TS, or Coliform Bacteria <10000 MPN/gram.
h. Trace Contaminants Metals (Lead, Mercury, Etc.) – Product must meet US EPA, 40 CFR 503 regulations.
i. Compost Testing – The compost supplier will test all compost products within 120 calendar days prior to application. Samples will be taken using the STA sample collection protocol. (The sample collection protocol can be obtained from the U.S. Composting Council, 4250 Veterans Memorial Highway, Suite 275, Holbrook, NY 11741 Phone: 631-737-4931, www.compostingcouncil.org). The sample shall be sent to an independent STA Program approved lab. The compost supplier will pay for the test.

Verification for Alternative Bioretention Soil Mixes

Bioretention soils not meeting the above criteria shall be evaluated on a case by case basis. Alternative bioretention soil shall meet the following specification: “Soils for bioretention facilities shall be sufficiently permeable to infiltrate runoff at a minimum rate of 5 inches per hour during the life of the facility, and provide sufficient retention of moisture and nutrients to support healthy vegetation.”

The following steps shall be followed by municipalities to verify that alternative soil mixes meet the specification:

1. General Requirements – Bioretention soil shall achieve a long-term, in-place infiltration rate of at least 5 inches per hour. Bioretention soil shall also support vigorous plant growth. The applicant refers to the entity proposing the soil mixture for approval.
   a. Submittals – The applicant must submit to the municipality for approval:
      (2) A minimum one-gallon size sample of mixed bioretention soil.
      (2) Certification from the soil supplier or an accredited laboratory that the Bioretention Soil meets the requirements of this guideline specification.
      (2) Certification from an accredited geotechnical testing laboratory that the Bioretention Soil has an infiltration rate between 5 and 12 inches per hour as tested according to Section 1.b.(2)(ii).
      (2) Organic content test results of mixed Bioretention Soil. Organic content test shall be performed in accordance with by Testing Methods for the Examination of Compost and Composting (TMECC) 05.07A, “Loss-On-Ignition Organic Matter Method”.

(2) Grain size analysis results of mixed bioretention soil performed in accordance with ASTM D 422, Standard Test Method for Particle Size Analysis of Soils.
(2) A description of the equipment and methods used to mix the sand and compost to produce Bioretention Soil.
(2) The name of the testing laboratory(s) and the following information:
(ii) Contact person(s)
(ii) Address(s)
(ii) Phone contact(s)
(ii) E-mail address(s)
(ii) Qualifications of laboratory(s), and personnel including date of current certification by STA, ASTM, or approved equal.

b. Bioretention Soil
(2) Bioretention Soil Texture: Bioretention Soils shall be analyzed by an accredited lab using #200, and 1/2" inch sieves (ASTM D 422 or as approved by municipality), and meet the following gradation:

Sieve Size	**Percent Passing (by weight)** ***MinMax***	
1/2 inch	97	100
No. 200	2	5

(2) Bioretention Soil Permeability testing: Bioretention Soils shall be analyzed by an accredited geotechnical lab for the following tests:
(ii) Moisture – density relationships (compaction tests) shall be conducted on bioretention soil. Bioretention soil for the permeability test shall be compacted to 85 to 90 percent of the maximum dry density (ASTM D1557).
(ii) Constant head permeability testing in accordance with ASTM D2434 shall be conducted on a minimum of two samples with a 6-inch mold and vacuum saturation.

Mulch for Bioretention Facilities:

Three inches of mulch is recommended for the purpose of retaining moisture, preventing erosion and minimizing weed growth. Projects subject to the State's Model Water Efficiency Landscaping Ordinance (or comparable local ordinance) will be required to provide at least two inches of mulch. Aged mulch, also called compost mulch, reduces the ability of weeds to establish, keeps soil moist, and replenishes soil nutrients. Aged mulch can be obtained through soil suppliers or directly from commercial recycling yards. It is recommended to apply 1" to 2" of composted mulch, once a year, preferably in June following weeding.

Composted Wood Mulch Specifications for Stormwater Biotreatment Areas

Overview: This specification for composted wood-based mulch was developed for use in engineered stormwater biotreatment areas. The specification provides for a consistent mulch product that enhances water quality; improves water retention and plant health; has been treated to reduce any potential pathogens, insects or invasive weed seeds; and has reduced floating and migration potential. There are three parts of the specification: feedstocks, processing and testing.

A. Feedstocks: This mulch shall be derived from plant debris with at least 90% consisting of clean (minimal trash) woody vegetation such as "Arbor Mulch" (i.e., tree trunks, branches, stumps,

and brush). Up to 10% by volume may be derived from other clean source-separated feed stocks, such food scraps, and/or other woody materials, such as clean uncoated lumber.1

B. Processing: These feedstock materials shall be: 1) composted; 2) meet the PFRP (Process to Further Reduce Pathogens) standard to reduce weed seeds, pathogens, and deleterious materials under 14 CA Code of Regs §17868.3 (i.e., reaching the required minimum temperature of 55 degrees Celsius for the required length of time2); and 3) screened to meet the specifications in Table 1 below3. No dyes or gorilla hair (fiber mulch) shall be used in the finished mulch product.

C. Testing and laboratory-related requirements: All testing of the mulch product shall be completed within 120 days prior to delivery to the site by an STA Program-approved laboratory4. A 3- to 4-gallon sample of the mulch product shall be submitted to the laboratory for testing, to provide enough fines from the product to complete the specific testing procedures.

Table 1: Specifications for Composted Wood Mulch for Stormwater Biotreatment Areas

Property	**Test Method/Units5**		**Requirement**	
1. pH	TMECC 04.11-A	Elastomeric pH 1:5 slurry method (pH units)	6.0 – 8.5	
2. Soluble salts	TMECC 04.10-A	Electrical conductivity 1:5 slurry method (dS/m or mmhos/cm)	≤ 6.0	
3. Moisture Content	TMECC 03/09-A	Total solids & moisture at 70±5 $_{o}$C (% wet weight basis)	30-55%	
4. Organic matter content	TMECC 05.07-A	Loss-on-ignition organic matter method (% dry weight basis)	≥ 65	
5. Maturity	TMECC 05.05-A	Germination and vigor (% relative to positive control)	--	
		Seed emergence	≥ 80	
		Seedling vigor	≥ 80	
6. Stability	TMECC 05.08-B	Carbon dioxide evolution rate (mg CO2-C/g OM per day)	≤ 5	
7. Pathogen	TMECC 07.01-B	Salmonella (MPN per 4 grams, dry weight basis)	< 3	
8. Pathogen	TMECC 07.01-B	Fecal coliform bacteria (MPN per gram, dry weight basis)	< 1,000	
9. Physical contaminants	TMECC 02.02-C	Human-made inert removal and classification: plastic, glass, and metal (% > 4 mm fraction)	combined total: < 0.5%	
10. Physical contaminants	TMECC 02.02-C	Film plastic: (% > 4 mm fraction)	< 0.1%	
11. Sizing	TMECC 02.02-B	Sample sieving for aggregate size classification (% dry weight basis)	**Min**	**Max**
		Pass 3-inch sieve	100%	--
		Pass 2-inch sieve	90%	--
		Pass 3/8-inch sieve	20%	40%

5 Unacceptable feedstocks: dyed mulches, plywood, laminated wood products, glued laminated timber (Glulam), oriented strand board (OSB), painted wood, stained wood, pressure-treated wood or other treated wood waste (TWW), or any other manufactured wood products with non-wood ingredients, such as

adhesives, or wood treated with chemicals of any kind. Metal concentrations in compost must not exceed the maximum listed in 14 CA Code of Regs §17868.2.
5https://govt.westlaw.com/calregs (§17868.3. Pathogen Reduction)
5Based on the Caltrans specification for "Coarse Compost" with modifications for use in biotreatment systems.
5List of approved testing laboratories: www.compostingcouncil.org/page/CertifiedLabs
5 TMECC refers to "Test Methods for the Examination of Composting and Compost," published by the United States Department of Agriculture and the United States Compost Council (USCC).
Final: 8/1/2021EOA, Inc and R. Alexander Associates, Inc. Prepared for SCVURPPP, SMCWPPP, StopWaste and City of San Jose

Earthwork shall conform to the provisions of 10-1.13 "Earthwork" of these Special Provisions. Work shall include, but not be limited to structure excavation, off haul, disposal, structure backfill, keying, spreading, moisture conditioning and compacting, as required for construction of the retaining wall as shown on the Plans and as directed by the Engineer. All excess soil shall be disposed by the Contractor.

Concrete structure work shall conform to the provisions of Section 51, "Concrete Structures," of the Standard Specifications and these specifications. Work shall include, but not be limited to all layout, surveying, structure excavation, forming, reinforcement, concrete, and backfill to construct the reinforced concrete retaining walls as shown on the Plans and as directed by the Engineer. Steel reinforcement shall conform to the requirements of Section 52, "Reinforcement," in the Standard Specifications and these General and Supplemental Conditions. Concrete shall conform to Section 90, "Portland Cement Concrete," of the Standard Specifications and these General and Supplemental Conditions. The concrete shall have a minimum 28 day compressive strength of at least 4000 PSI.

Sub-drainage shall be as shown in the Plans, as noted in Section 68 of the Standard Specifications, and these Special Provisions. Backfill material shall conform to Class II permeable as defined in Section 68. Perforated subdrain pipe shall be 4" diameter Schedule 40 PVC or as approved by the Engineer. Perforations shall be 2 (two) rows of ½" holes on 5 (five) inch centers, 120° apart.

River Rock: 3-4" inch diameter water-worn stone ("Lodi" or Engineer approved equal). Cobblestone to be rounded with no sharp grade breaks. Cobbles with breaks or fractures are not allowed. Specifications for placing cobble stone in bioretention areas are indicated in plans.

Landscape Mulch. No float, mineral mulch shall be Golden Nuggets by following supplier or approved equivalent. Sun Gro Horticulture, 916.737.0665

The Contractor shall plant and irrigate and maintain the raingardens as detailed in plans and these specifications.

MEASUREMENT AND PAYMENT

The contract unit price paid per cubic yard (CY) for **Bioretention Soil Media (BSM)** shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals for doing

all the work involved in placement of bioretention soil as shown on the Plans, as specified in the Standard Specifications and these Specifications, and as directed by the Engineer.

The contract unit price paid per cubic yard (CY) for **Excavation (Curb & Gutter, Bioretention)** shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals for doing all the work involved in excavation, hauling, stockpiling, scarification, re-compaction, placing final backfill and compaction as necessary to install the curb & gutter and bioretention, as shown on the Plans, as specified in the Standard Specifications and these Specifications, in accordance with Section 10-1.13 “Earthwork”, and as directed by the Engineer. The four (4) no-parking signs within and adjacent to the bioretention areas that are designated for removal on the Plans must be removed as part of excavation operations. The cost for the work involved to remove the no-parking signs shall be included in the unit price per cubic yard (CY) for this bid item.

The contract unit price paid per each (EA) for **Pretreatment Forebay** shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals for doing all the work involved in constructing concrete pretreatment forebay, complete in place, including earthwork, disposal of materials, forming, placement of concrete, drilling holes, transition gutter, minor restoration as shown on the Plans, as specified in the Standard Specifications and these Specifications, and as directed by the Engineer.

The contract unit price paid per linear foot (LF) for **Retaining Curb** shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals for doing all the work involved in constructing concrete retaining curb wall, complete in place, disposal of unsuitable materials, forming, placement of rebar and concrete, boring holes for irrigation system, connections, minor restoration as shown on the Plans, as specified in the Standard Specifications and these Specifications, and as directed by the Engineer.

The contract unit price paid per cubic yard (CY) for **Class II Permeable Fill** shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in installing Class 2 permeable aggregate base fill in the bioretention areas, complete in place, as shown on the plans, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer.

The contract unit price paid per cubic yard (CY) for **Landscape Mulch** shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals for doing all the work involved in placing 3 inches of mulch, complete in place, as shown on the Plans, as specified in the Standard Specifications and these Specifications, and as directed by the Engineer.

The contract price paid per linear foot (LF) for **4" Perforated PVC Pipe** shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in furnishing and installing 4” PVC perforated Schedule 40 pipe with tees, wyes, elbows, fittings, couplings, including trenching, excavation, shoring, bedding, and backfill, compaction, connections to the new cleanouts, connections to existing reinforced concrete pipes, and inspections of installed pipe before backfill, complete, in place, as shown on the plans, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer.

The contract price paid per linear foot (LF) for **8" Solid PVC Pipe** shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in furnishing and installing 8" PVC Schedule 40 pipe with tees, wyes, elbows, fittings, couplings, including trenching, excavation, shoring, bedding, and backfill, compaction, connections to the new cleanouts, connections to existing reinforced concrete pipes, and inspections of installed pipe before backfill, complete, in place, as shown on the plans, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer.

The contract unit price paid per each (EA) for **18" Atrium Grate & Catch Basin** shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in constructing the dome inlet, risers, and catch basin in the bioretention area, including coordination with County to review dome inlet location, risers, the domed grate, water tight fittings, and adapters to connect to pipes, complete in place, as shown on the plans, as specified in the Standard Specifications and these Special Provisions, and as directed by the County Engineer.

The contract unit price paid per each (EA) for **Cleanouts** shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in installing storm drain cleanouts, including excavation, backfill, riser pipes, traffic rated covers, tees, wyes, fittings, and couplings, complete in place, as shown on the plans, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer.

The contract unit price paid per cubic yard (CY) for **River Rock** shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals for doing all the work involved in placing 3-4" diameter river rock cobbles for the curb cuts and pretreatment forebays, complete in place, as shown on the Plans, as specified in the Standard Specifications and these Specifications, and as directed by the Engineer.

The contract unit price paid per linear foot (LF) for **Type "C" Retaining Wall** shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals for doing all the work involved in install Type "C" Retaining Wall, including wood posts, wood laggings, concrete pier foundations, crushed rock, galvanized nails, and any other incidental work, complete in place, as shown on the Plans, as specified in the Standard Specifications and these Specifications, and as directed by the Engineer.

The contract unit price paid per square foot (SF) for **Impermeable Liner** shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals for doing all the work involved in placing 10 ml plastic impermeable liner, complete in place, along all vertical surfaces of the bioretention areas as shown on the Plans, as specified in the Standard Specifications and these Specifications, and as directed by the Engineer.

10-1.19. RELOCATE STOP SIGN AND STREET NAME SIGNS

Roadside signs shall be placed in the locations shown on the Plans or where directed by the Engineer, and shall conform to the provisions in Section 56-2, "Overhead Sign Structures" of the Standard Specifications and these Special Provisions. This work includes the following:

Relocating an existing stop sign and post per UCS #310. In addition, the Contractor shall relocate the two (2) blue street name sign plates for "Butterfield Rd" and "Irving Dr", currently mounted on a signpost with the median, and mount them on top of the stop sign post at its new location.

MEASUREMENT

Relocate Stop Sign and Street Name Signs shall be measured by each (EA).

PAYMENT

The contract unit price paid per each (EA) for **Relocate Stop Sign and Street Name Signs** shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals for doing all the work involved to complete in place including, removal and salvaging existing signs, relocation of the existing stop sign and post, relocation and mounting of the existing street name signs, and installation of new foundation that conforms to the provisions as specified in the Standard Specifications, as shown on the plans, as specified herein, and as directed by the Engineer and no additional compensation will be made therefor.

10-1.20 RECTANGULAR RAPID FLASHING BEACONS

GENERAL

The work shall consist of installing solar-powered Rectangular Rapid-Flash Beacons (RRFB), including solar panels, wireless transmitters, pedestrian push buttons, poles, and signs. Single and double-sided RRFBs shall be located as shown in the plans, or as directed by the Engineer.

CONSTRUCTION

The RRFB shall meet the Manual on Uniform Traffic Control Devices (MUTCD) requirements for all approved flash patterns and as approved by the Engineer.

Wireless transmitters shall have encrypted, wireless radio with user-selectable multiple channels to group different beacons and ensure a robust wireless signal and instantaneous wireless activation. Wireless range shall be 800 ft minimum.

Battery shall be 12V with a minimum 5-year design life with quick connect terminals for easy installation.

Solar Panel shall tilt 40o to 60o and face due south or as approved by the Engineer.

Contractor shall furnish and install signage as indicated in the plans that meets the requirements listed in the Interim Approval in the MUTCD.

W1-2 pedestrian crossing signage shall be double-sided and each sign shall be 3M Fluorescent Yellow-Green Diamond Grade Aluminum with 30” x 30” dimensions. Sign plates located directly above the push buttons shall be R10-25 signs.

PUSH BUTTONS

All pedestrian push buttons shall be installed on poles located within the maximum reach range of 36 inches (0.9m) of a level landing. All pedestrian push buttons shall be identified with color coded tape per the California Building Code, Section 11178.5.9. Pedestrian Push Button assemblies shall be compliant with Americans with Disabilities Act, type B, and of tamper proof construction. The housing shall be either die-cast or permanent mold aluminum and shall be painted standard traffic signal green unless specified otherwise on the project plans. The assembly shall be shockproof and rainproof in any weather condition.

The pedestrian push button switch shall be piezo driven, solid state switching unit with screw type terminals, rated 0.3A maximum at 8-36V AC/DC, operating temperatures of -40 ˚F to 220 ˚F and a minimum rated life of 100 million operations. The switching unit shall be enclosed in high impact polycarbonate alloy composition body. The body shall be black, UV stabilized, and weather- and chemical- resistant.

The actuator shall be a stainless steel button with a minimum diameter of 2 inches. The switch shall have an actuating force of 3 ± 1 lbs. The push button shall have two-tone audible activation confirmation and LED visual confirmation. The components of a flashing beacon system are shown on the project plans. The flash rate for the flashing beacon must comply with chapter 4L, "Flashing Beacons," of the California MUTCD. The flashing beacon must have a separate flasher unit installed in the flashing beacon control assembly.

RRFB POLES

Contractor shall furnish and install 4” diameter galvanized poles for double-sided Rectangular Rapid Flashing Beacons (RRFBs). Pole foundation shall comply with foundation details shown for a Type 1-B Standard Detail A-3 on Caltrans Standard Plans ES-6B, ES-7B, ES-7M, and ES-7N, and as shown on the Plans.

RRFB pole locations shall be field located by Engineer prior to installation to ensure that 1) the push buttons will be accessible and 2) the beacon will be visible for the requisite distance based on the posted speed.

SOLAR PANEL & CABINET

Solar panels shall be a TraffiCalm M75-SA30M-CTL2 20W Solar Intelligent Controller (Duplex) for the northbound sign and M75-SA30M-CLB2 20W Solar Intelligent Collaborator (Duplex) for the southbound sign, or equal. Only one sign shall be a designated controller within the system.

MEASUREMENT

Rectangular Rapid Flashing Beacon shall be measured by each (EA).

PAYMENT

The unit price paid per each (EA) for **Rectangular Rapid Flashing Beacon** shall be considered full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work necessary including all poles, foundations, crosswalk push buttons with signs, pedestrian crosswalk signs, RRFB components including wireless transmitters, RRFB light bars, solar panels, batteries, all mounting hardware, electrical wiring and control cabling to provide operational RRFB as shown on the Plans, as specified in these special provisions, and by manufactures specifications.

10-1.21. TYPE "C" WOOD RETAINING WALL (UCS DWG #160)

The Contractor shall install Type "C" Wooden Retaining Wall per UCS #160 in the locations shown in the Plans.

All structural members (posts, and lagging) shall be **Rough Douglas Fir No. 1** or better, unless otherwise noted on project drawings. All structural lumber shall be pressure-treated with **Ammoniacal Copper Zinc Arsenate (ACZA)** in accordance with AWPA Standard U1 and P5/P61. All lagging use category UC4A (Ground Contact - General Use) with a minimum ACZA retention of 0.40pcf.

Excavate to lines, grades, and depths specified. Unsuitable subgrade material shall be over-excavated and replaced with compacted granular material as directed by the engineer. Posts shall be set to the depth, diameter, alignment, and spacing specified in UCS Drawing No. 160 or project details. Concrete encasement for posts (where required) shall be placed against undisturbed earth and allowed to cure prior to backfilling and placing lag boards.

Field Cuts & Holes: Where field cutting, dapping, or drilling cannot be avoided, all exposed surfaces, cuts, bored holes, and abrasions in ACZA-treated lumber shall be thoroughly field-treated with a copper naphthenate solution containing a minimum 2.0% metallic copper in strict accordance with **AWPA Standard M4**.

Backfill material shall be placed in loose lifts not exceeding 8" and compacted to a minimum of 90% relative compaction. Surface grading shall direct run-off away from top and face of completed structure

Earthwork shall conform to the provisions of 10-1.13 "Earthwork" of these Special Provisions. Work shall include, but not be limited to structure excavation, off haul, disposal, structure backfill, moisture conditioning and compacting, as required for construction of the retaining wall as shown on the Plans and as directed by the Engineer. All excess soil shall be disposed by the Contractor.

MEASUREMENT AND PAYMENT

The contract unit price paid per linear foot (LF) for **Type "C" Wood retaining wall (UCS Dwg #160)** shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals for doing all the work involved to complete in place including, constructing wooden retaining wall, earthwork, class II aggregate base, disposal of unsuitable materials, and minor restoration that conforms to the provisions as specified in the Standard Specifications, as shown on the plans, as specified herein, and as directed by the Engineer and no additional compensation will be made therefor.

10-1.22 TRAFFIC STRIPING, PAVEMENT MARKINGS & REFLECTIVE MARKERS

TRAFFIC STRIPING & PAVEMENT MARKINGS

Pavement Markings stencils shall match existing to remain consistent with those used by County forces.

Traffic Striping (traffic lines) and Pavement Markings shall conform to the Provisions in Sections 84-1, "General," and 84-3, "Painted Traffic Stripes and Pavement Markings," of the Standard Specifications and these Special Provisions.

Two (2) coats of paint shall be applied for all Traffic Striping and Pavement Markings in accordance with the Standard Plans and in the approximate locations listed on the plans and in these provisions.

Two-Coat Paint Application Rates

	Square foot coverage per gallon	
Paint type	1st coat	2nd coat
Waterborne paint	215	107

A striping layout is included on the plans and in these provisions. However, the **Contractor shall review the plans to confirm that they include all types of existing striping and pavement markings** prior to grinding/milling. Payment for striping inventory review and revision shall be considered as included in the various striping and pavement marking bid items.

Paint shall be tested prior to use or the manufacturer shall provide the Engineer with a Certificate of Compliance in conformance with the provisions of Section 6-3.05E, "Certificate of Compliance."

Paint shall be applied only on thoroughly dry and clean surfaces and during periods of favorable weather and glass beads shall be applied at an approximate rate of 5 lb/gal of paint. Painting will not be permitted when the atmospheric temperature is at or below 50°F, or when freshly painted surfaces may become damaged by rain, fog or condensation or when it can be anticipated that the atmospheric temperature will drop below 35°F during the drying period. If fresh paint is damaged by the elements, it shall be replaced by the Contractor at his expense.

Where striping joins existing striping, as shown on the Plans, the Contractor shall begin and end the transition from the existing striping pattern into or from the new striping pattern a sufficient distance to ensure continuity of the striping pattern.

Striping and marking shall be done at locations of existing striping and marking, except as modified by project Plans or the Engineer. Advance spotting and recording of angle points, end points, and other control points, plus color and line detail type, shall be performed by the Contractor. Any uncertainties shall be discussed with Engineer prior to application. Permanent striping and markings shall be placed no sooner than 7 (seven) and no later than 10 (ten) calendar days after the pavement is placed.

Before the permanent traffic stripes or pavement markings are applied, the Contractor shall provide "cat-track" marking layout for review and approval of the Engineer. If the Contractor fails to obtain the Engineer's approval of the marking layout (cat-tracking) prior to the permanent marking installation, changes to the permanent markings as required by the Engineer, including removal and replacement or sealant and paint shall be the Contractor's responsibility.

Nothing in these Special Provisions shall relieve the Contractor from his responsibilities as provided in Section 7-1.04, "Public Safety," of the Standard Specifications.

REFLECTIVE PAVEMENT MARKERS

Reflective Pavement Markers shall conform to the provisions of Section 85, "Pavement Markers," of the Standard Specifications.

Markers shall be furnished and installed with painted traffic stripes in conformance with applicable Standard Plan Details.

Blue reflective pavement markers, marking fire hydrant locations, shall be furnished and installed in conformance with Fire Protection District requirements.

Pavement Markers placed with traffic striping, shall not be installed unless the temporary layout or line is established or approved by the Engineer. Work necessary to establish satisfactory lines for markers shall be performed by the Contractor, including corrections thereof.

MEASUREMENT

Detail 22 Centerline Striping, **Detail 27B Edgeline Striping**, **Detail 39 Bike Lane Striping**, **Detail 39A Bike Lane Striping**, **Black Out Striping,** shall be measured by the linear foot (LF) of actual painted stripe of the line type detail complete is place as two coats.

"STOP" Pavement Marking and **16"x24" Yield Line** shall be measured by the square foot (SF) complete in place as two coats of paint.

White Ladder Crosswalk shall be measured by the square foot (SF) complete in place as two coats of thermoplastic.

Type "D" Retroreflective Pavement Markers shall be measured by each (EA) complete in place.

Custom Crosswalk Striping - Blue Waves (Thermoplastic) OR **Custom Crosswalk Striping – Blue Waves (Paint)** shall be measured by the square foot (SF) complete in place as two coats, dependent on which alternate bid item is not revoked.

PAYMENT

The contract unit price paid per linear foot (LF) for **Detail 22 Centerline Striping**, **Detail 27B Edgeline Striping**, **Detail 39 Bike Lane Striping**, **Detail 39A Bike Lane Striping**, **Black Out Striping,** the contract unit price paid per square foot (SF) for "**STOP" Pavement Marking, 16"x24" Yield Line, White Ladder Crosswalk,** and **Custom Crosswalk Striping - Blue Waves,** and the contract unit price paid per each (EA) for **Type "D" Retroreflective Pavement Markers**, shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals for doing all the work involved to complete in place that conforms to the provisions as specified in the Standard Specifications, as shown on the plans, as specified herein, and as directed by the Engineer and no additional compensation will be made therefor.

Full compensation for furnishing and installing markers, including pavement markers, shall be considered as included in the contract price paid for each type (Detail) of traffic stripes and no separate payment will be made.

10-1.23 LANDSCAPE PLANTING (INSTALL PLANTS PLUGS)

All labor, materials, equipment, tools, accessories, transportation, and services as required for the furnishing and planting of shrubs, and ground covers, protection of the work, and cleaning up as shown on the drawings and herein specified.

The Contractor shall plant the following plants, with sufficient spacing, within the bioretention areas and according to guidelines for sun exposure:

1. Achillea millefolium (Common Yarrow), full sun required, 1.5 ft height
2. Asclepias fascicularis (Narrowleaf Milkweedd), full sun required, 3 ft height
3. Oenothera elata ssp. hookeri (Hooker's Evening Primrose), full or partial sun exposure; 3 ft height;
4. Verbena lasiostachys var. lasiostachys (Western Vervain) full and part sun exposure, 2 ft height.

Materials Lists

Within 45 (forty-five) days after award of the Contract, submit to Engineer a complete list of materials proposed to be furnished and installed demonstrating conformance with the requirements specified.

Submittal to include invoices identifying sizes and quantities and the names and addresses of all plant material suppliers and growers.

Quality Assurance

Plants not meeting the specified sizes and quantities at time of inspection are subject to rejection and replacement.

Reviews: The Contractor shall specifically request the following reviews prior to progressing with the work:

1. Plant material approval.
2. Substantial completion.
3. Final completion.

Under no condition will there be any substitution of plants or sizes for those listed on the accompanying plans, except with the written consent of the Engineer.

Each plant location shall be as indicated on the Plans and shall not be in conflict with any existing utilities, utility boxes, etc. Any and all plants improperly located shall be replanted in their proper location at no additional cost to the County.

Notify Engineer immediately of any discrepancy.

Contractor shall provide 1 year warranty for plant establishment which shall commence upon substantial completion of all bid items excepting the plant establishment work, as approved by the Engineer.

General Landscape Maintenance

Work Specified in this Section- furnish all labor, material, equipment and services required to maintain the landscape as specified herein for a period of one (1) years (365 days). General Landscape maintenance includes providing an operable irrigation service.

All maintenance methods and materials shall comply with Marin County's Integrated Pest Management (IPM) requirements, available on the Marin County Parks Department Web site: https://www.marincountyparks.org/projectsplans/ipm.

The Contractor shall continuously maintain all areas involved in this Contract during the progress of the work. Improper maintenance or possible poor condition of any planting at the start of the scheduled maintenance period may cause postponement of the final completion date of the Contract. Maintenance shall be continued by the Contractor until all work is accepted by the Engineer.

Start of Maintenance Criteria - Maintenance Period shall not start until all elements of construction, planting, and irrigation for the entire project are completed and accepted in writing.

The Contractor shall request an inspection to begin the plant maintenance period after all planting and related work has been completed in accordance with the Contract documents. All groundcover

areas shall be planted. If such criteria are met to the satisfaction of the Engineer, a field notification will be issued to the Contractor to establish the effective beginning date of the period.

The Contractor's Maintenance Period will be extended if the provisions required within the plans and specifications are not filled.

Prior to start of maintenance period, the Contractor shall submit a schedule of all activities planned during the maintenance period. This shall be accepted by the Engineer prior to the start of maintenance. All schedule changes shall be documented and accepted by the Engineer.

The Contractor shall provide protection of all planting areas against traffic or other damage by erecting fencing or other protection devices immediately after planting is completed. Warning signs, flags, and/or barricades shall be placed in high-traffic areas. Damaged areas shall be repaired immediately by the Contractor at no cost to the Owner.

All plant material installed under the Contract shall be guaranteed against any and all poor, inadequate or inferior materials and/or workmanship for a period of one (1) year. Any plant found to be dead or in poor condition due to faulty materials or workmanship, as determined by the Engineer, shall be replace by the Contractor at his expense.

Any materials found to be dead, missing, or in poor condition during the maintenance period shall be replaced immediately. The Engineer shall be the sole judge as to the condition of the material. Material to be replaced within the Maintenance Period shall be replaced by the Contractor within fifteen (15) days of written notification by the Engineer.

Normal progress inspection shall be requested by the Contractor from the Engineer at least seven (7) working days in advance of an anticipated inspection. Inspections shall be at the commencement and completion of the maintenance period.

All conditions noted in Landscape Planting section shall apply herein

Final Acceptance of the Project

Prior to the date of the Final Inspection, the Contractor shall acquire from the Engineer approved, reproducible prints and final record from the job record set of all changes made to the all plans during construction, label said prints "As-Builts", and deliver to the Engineer and as required to any Local Agency. Prior to the date of Final Inspection, the Contractor shall deliver to the Engineer the "Landscape and Irrigation Guarantee" as required. Said guarantee shall be on the Contractor's letterhead and dated the final acceptance date.

All turn-over items noted in other specification sections shall be delivered prior to a Final Inspection

All materials used shall either conform to Landscape Planting specifications in other sections or shall otherwise be acceptable to the Engineer. The Engineer shall be given monthly record of all herbicides, insecticides, and disease control chemicals used.

Maintenance Fertilizer

1. Composition: Nitrogen (N), phosphorous (P), and potassium (K) content.
2. Fertilizer shall be furnished in amounts recommended from the soil analysis, as reported from a qualified soil-testing agency. Refer to previous section.
3. Steamed Bone Meal: OMRI-certified, commercial, raw, finely ground; minimum of 4 percent nitrogen and 20 percent phosphoric acid.
4. Blood Meal: OMRI-certified, or equal.

Feather Meal: OMRI-certified, commercial, supplied mixed with chicken manure to encourage decomposition, pelletized; minimum of 12% nitrogen.

PAYMENT

The contract unit price paid per each (EA) for **Install Plant Plugs** shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals for doing all the work involved to complete in place including, staking and a 1-year warranty for plant establishment that conforms to the provisions as specified in the Standard Specifications, as shown on the plans, as specified herein, and as directed by the Engineer and no additional compensation will be made therefor.

10-1.24 TYPE "F" HMA DIKE

AC Dike - Type "F" shall be as specified at the location shown on the plans or as marked in the field by the Engineer. All HMA Dike shall comply with A87B and be positioned per A77N4 of the standard plans to match the existing condition or as approved by the Engineer.

AC Dike - Type "F" shall be ¼ inch maximum gradation asphalt concrete mix.

The Contractor shall take all reasonable precautions to restrict his operations to the least area of work possible and shall not disturb public or private property beyond the limits of work. Property boundaries and easement lines are shown on the plans.

HMA mix shall be Syar or equal. Content shall be 7% and air voids shall be 4%, by volume. Stability shall be 30 (thirty) minimum. Aggregate gradations and various properties shall comply with the following table:

Material Identification			Bin 2	Bin 1	MF		Combined Grading	Operating Range	
Bin %			15%	83%	2%		100%	Lower	Upper
Sieve	Percent Passing by Weight								
1/2"			100	100	100		100	100	100
3/8"			100	100	100		100	94	100
No. 4			41	99	100		90	83	97
No. 8			5	81	100		70	64	76
No. 16			1	55	100		48		
No. 30			0	40	100		35	30	40
No. 50			0	28	100		25		
No. 100			0	10	86		10		
No. 200			0.2	6.1	72.5		6.5	4.5	8.5

Properties at the Recommended AC Content

AC, %	Compacted Unit Wt.		Max. Density		Air Voids, %	VMA, %	VFA, %	Dust Proportion	Stability
	gm/cc³	lb/ft³	gm/cc³	lb/ft³					
7.0	2.368	147.9	2.466	154.0	4.0	16.7	76.3	1.2	31
Limits	--	--	--	--	2 - 6	15 Min.	73 - 76	0.9 - 2.0	30 Min.

MEASUREMENT

HMA Dike (Type "F") shall be measured by linear foot (LF) complete in place.

PAYMENT

The contract unit price paid per linear foot (LF) for **HMA Dike (Type "F")** shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals for doing all the work involved to complete in place including, tack oil that conforms to the provisions as specified in the Standard Specifications, as shown on the plans, as specified herein, and as directed by the Engineer and no additional compensation will be made therefor.

10-1.25 R1-5 SIGNS

R1-5 "Yield Here to Pedestrians" signs shall be placed in the locations shown on the Plans or where directed by the Engineer, and shall conform to the provisions in Section 56-2, "Overhead Sign Structures" of the Standard Specifications and these Special Provisions. This work includes the following:

Install two (2) 36"x36" R1-5 signs and posts per UCS #310. Sign locations shall be aligned with the Yield Line locations for the northbound and southbound lanes on Butterfield Rd.

MEASUREMENT

R1-5 Signs shall be measured by each (EA).

PAYMENT

The contract unit price paid per each (EA) for **R1-5 Signs** shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals for doing all the work involved to complete in place including installation of the new R1-5 yield signs and foundations that conform to the provisions as specified in the Standard Specifications, as shown on the plans, as specified herein, and as directed by the Engineer and no additional compensation will be made therefor.

10-1.26 FINAL CLEANUP

Final Cleanup shall conform to the provisions of Section 4-1.13, "Cleanup," of Caltrans Standard Specifications, details on the Plans, and the Special Provisions.

The project area shall be left in a neat and clean condition at the end of each workday and upon completion of the project prior to final inspection by the Engineer. Final cleanup is to

include restoration of existing facilities damaged or removed during construction pursuant to the provisions of Section 15 of the Standard Specifications and these Special Provisions.

Full compensation for complying with the above provisions shall be considered as included in various bid items and no separate payment will be made.

DIVISION II GENERAL CONSTRUCTION

Technical Specifications

The project technical specifications are based on the following format and technical documents and as modified herein:

☐	**California Department of Transportation Standard Specification, 2025 Edition**
☐	**CSI (Construction Specifications Institute) Format**
☐	**The Green Book, Standard Specifications for Public Works Construction, 2024 Edition**

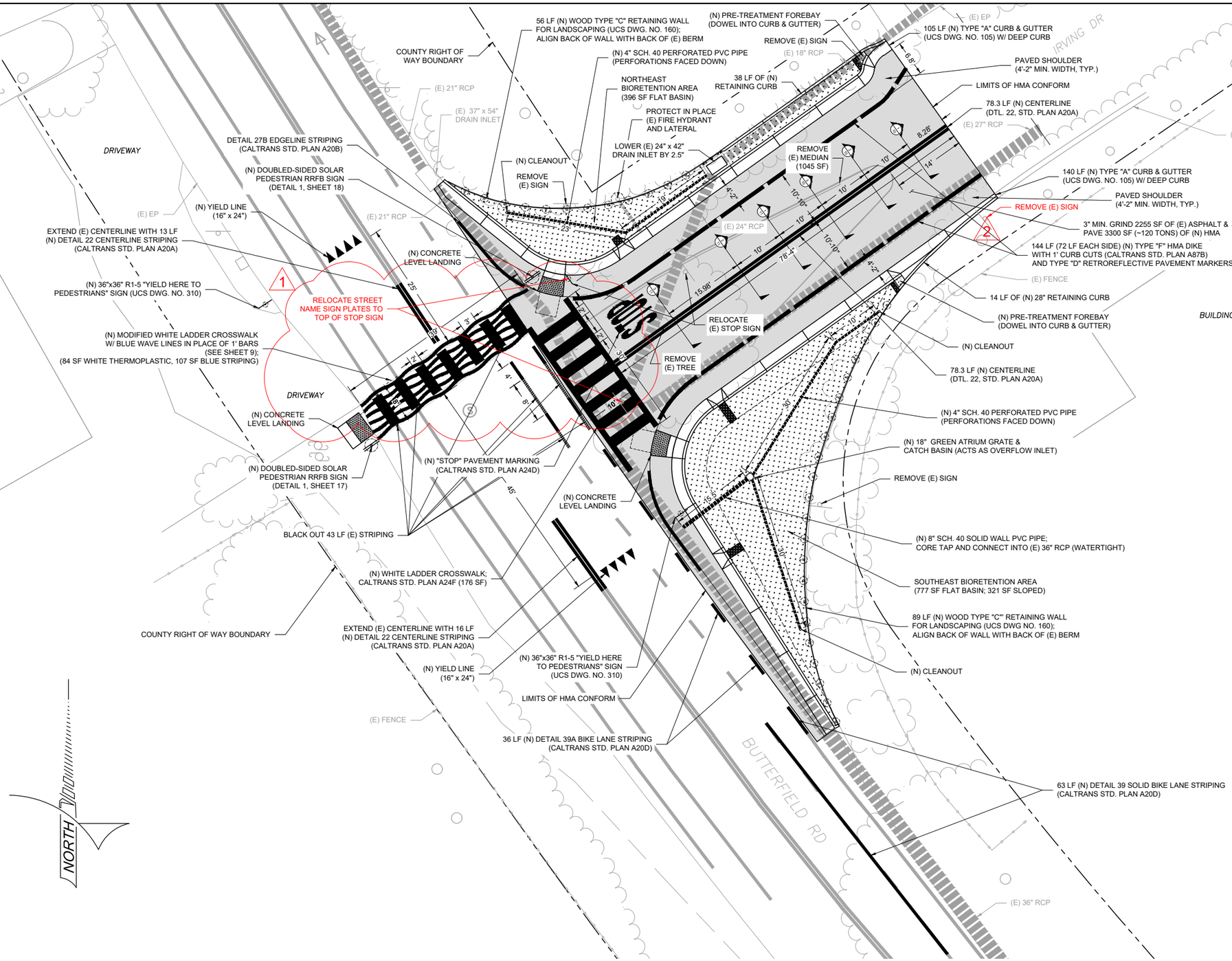
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Brand Designations and "Or Equal" Substitutions. Any specification designating a material, product, thing, or service by specific brand or trade name, followed by the words "or equal," is intended only to indicate quality and type of item desired, and bidders may request use of any equal material, product, thing, or service. All data substantiating the proposed substitute as an equal item must be submitted with the written request for substitition. A request for substitution must be submitted within 35 days after Notice of Award unless otherwise provided in the Contract Documents. This provision does not apply to materials, products, things, or services that may be lawfully be designated by a specific brand or trade name under Public Contract Code § 3400(c).

APPENDIX A

Contractor shall make good faith effort to select mix designs that meet this criteria when available for minor concrete

CONTRACTOR TO SUBMIT WITH MATERIAL SUBMITTAL					
Contractor shall complete and submit to Engineer with proposed mix designs and material submittal					
Date:					
Contractor:					
Signature:					
Print Name:					
Concrete mixture name/code*	Design strength, f'c **per spec** (psi)	Used for (indicate if needs early strength)	Volume Estimated (cyd)	Max Cement Content **of Mix** (lb/cyd)	Cement Limit **per code** (lb/cyd)
ENGINEER APPROVAL FOR USE					
Print Name:					
Date:					
CONTRACTOR TO COMPLETE UPON COMPLETION					
Contractor shall complete and submit to Engineer within 6 weeks of completion of the concrete work.					
Date:					
Contractor:					
Signature:					
Print Name:					
Volume Supplied (cyd)	Concrete Supplier Name	Concrete Batch Code	Actual Cement Content (lb/cyd)	Cement Limit **per code** (lb/cyd)	
ENGINEER APPROVAL FOR NOC					
Print Name:					
Date:					



1/3 **BUTTERFIELD RD & IRVING DR**
PLAN VIEW
1" = 20'

NO.	DESCRIPTION	BY	APPROVED	DATE
1	RELOCATE ST. NAME SIGNS	GA	JE	10/23/26
2	REMOVE NO PARKING SIGN			

REVISIONS

APPROVED BY AHJ/OWNER: 10/13/26 DATE

INTERIM PRINCIPAL ENGINEER, LICENSE NO. 93442
APPROVAL RECOMMENDED DATE

CIVIL ENGINEER, LICENSE NO. 89436 10/13/26 DATE

DEPARTMENT OF PUBLIC WORKS
3501 CIVIC CENTER DRIVE
SAN RAFAEL, CA 94903

COUNTY OF MARIN

DESIGNED: GA
DRAWN: GA
CHECKED: HD / JE
DATE: 9/22/2026

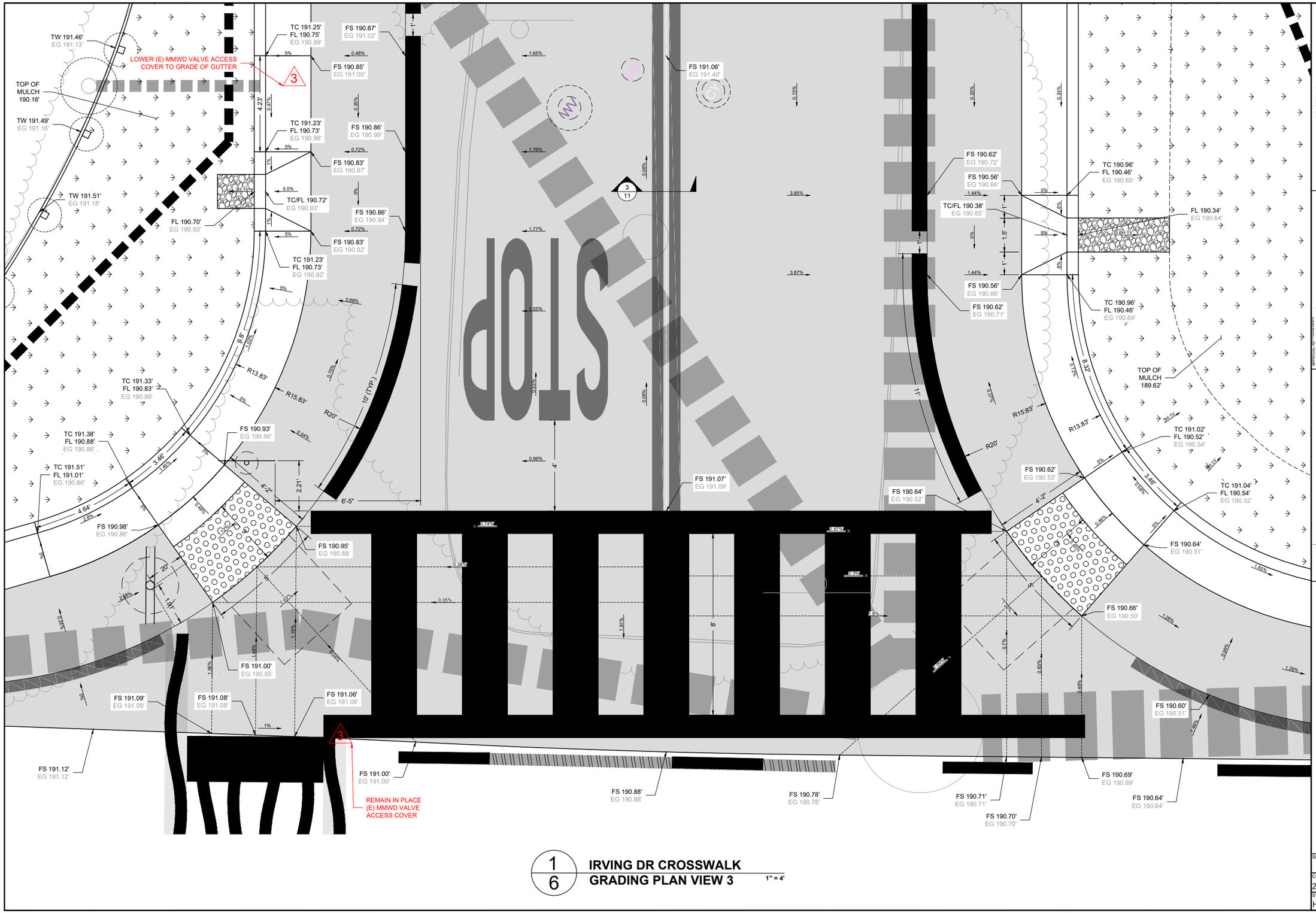
HSIP CYCLE 12 BUTTERFIELD RD CROSSING & 2025 COUNTYWIDE DRAINAGE PROJECT

BUTTERFIELD RD & IRVING DR - PLAN VIEW

SHEET NO. **3** OF **19**

COUNTY PROJECT NO. 2025-24 / 2025-28

STATE PROJECT NO. HSIPSL-5927(146)



1 / 6 **IRVING DR CROSSWALK GRADING PLAN VIEW 3** 1" = 4'

NO.	DESCRIPTION	BY	APPROVED	DATE
3	MMWD ACCESS COVERS	GA	JE	10/23/26

REVISIONS

APPROVED BY PW DIRECTOR: DATE 10/13/26

INTERIM PRINCIPAL ENGINEER, LICENSE NO. 93442
APPROVAL RECOMMENDED

DATE 10/13/26

CIVIL ENGINEER, LICENSE NO. 90476

DEPARTMENT OF PUBLIC WORKS
3501 CIVIC CENTER DRIVE
SAN RAFAEL, CA 94903

DESIGNED: GA
DRAWN: GA
CHECKED: HD / JE
DATE: 9/30/2026

COUNTY OF MARIN

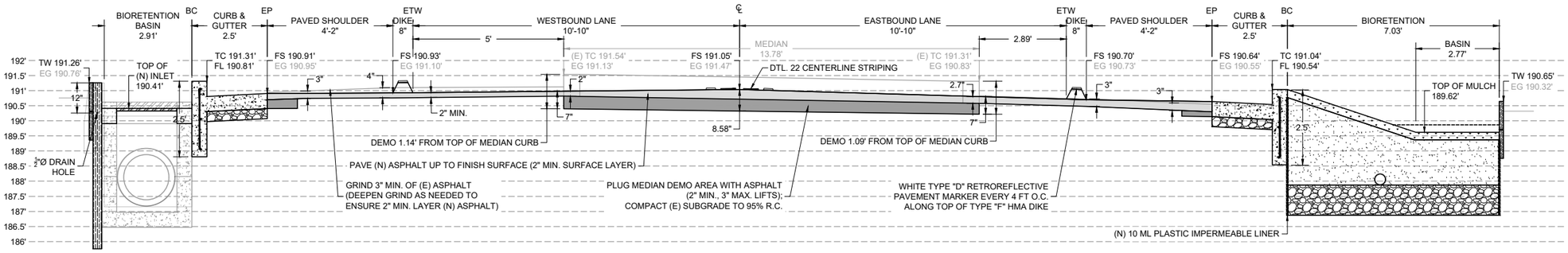
HSIP CYCLE 12 BUTTERFIELD RD CROSSING & 2025 COUNTYWIDE DRAINAGE PROJECT

IRVING DR CROSSWALK - GRADING PLAN VIEW 3

SHEET NO. **6** OF **19**

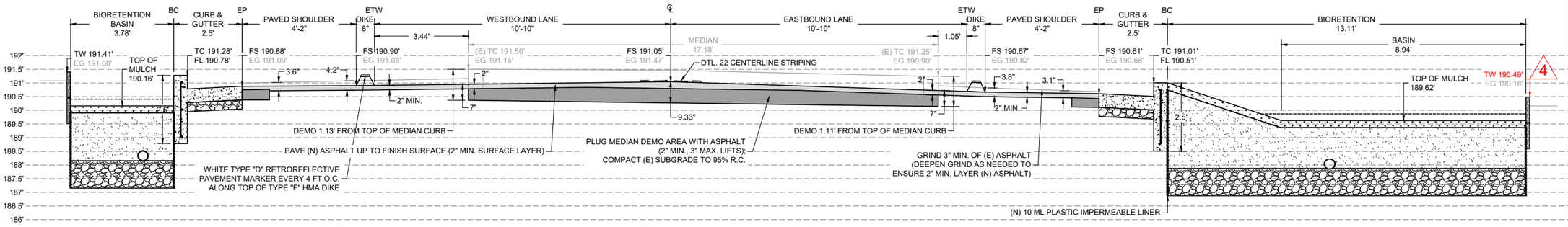
COUNTY PROJECT NO. 2025-24 / 2025-28

STATE PROJECT NO. HSIPSL-5927(146)



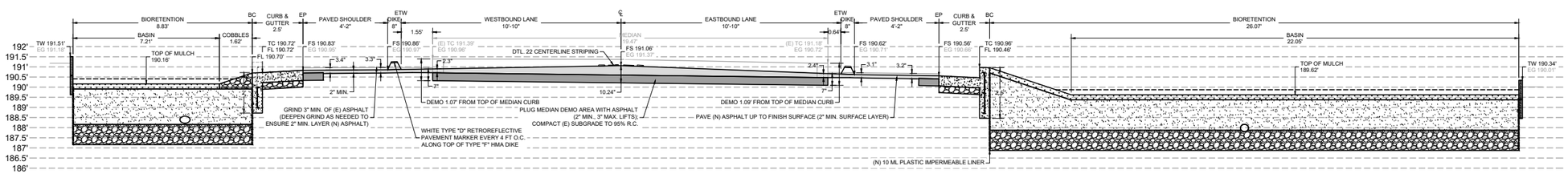
1/11 IRVING DR (38.28' FROM CONFORM) ROADWAY CROSS SECTION

1" = 4'



2/11 IRVING DR (48.28' FROM CONFORM) ROADWAY CROSS SECTION

1" = 4'



3/11 IRVING DR (64.26' FROM CONFORM) ROADWAY CROSS SECTION

1" = 6'

NO.	DESCRIPTION	BY	APPROVED	DATE
4	ELEVATION CALLOUT	GA	JE	10/23/26

REVISIONS

APPROVED BY PROFESSIONAL ENGINEER: — DATE: 10/13/26
INTERIM PRINCIPAL ENGINEER, LICENSE NO. 93442
APPROVAL RECOMMENDED — DATE: 10/13/26
DATE ENGINEER, LICENSE NO. 93476

DEPARTMENT OF PUBLIC WORKS
3501 CIVIC CENTER DRIVE
SAN RAFAEL, CA 94903
COUNTY OF MARIN

DESIGNED: GA
DRAWN: GA
CHECKED: HD / JE
DATE: 10/1/2026

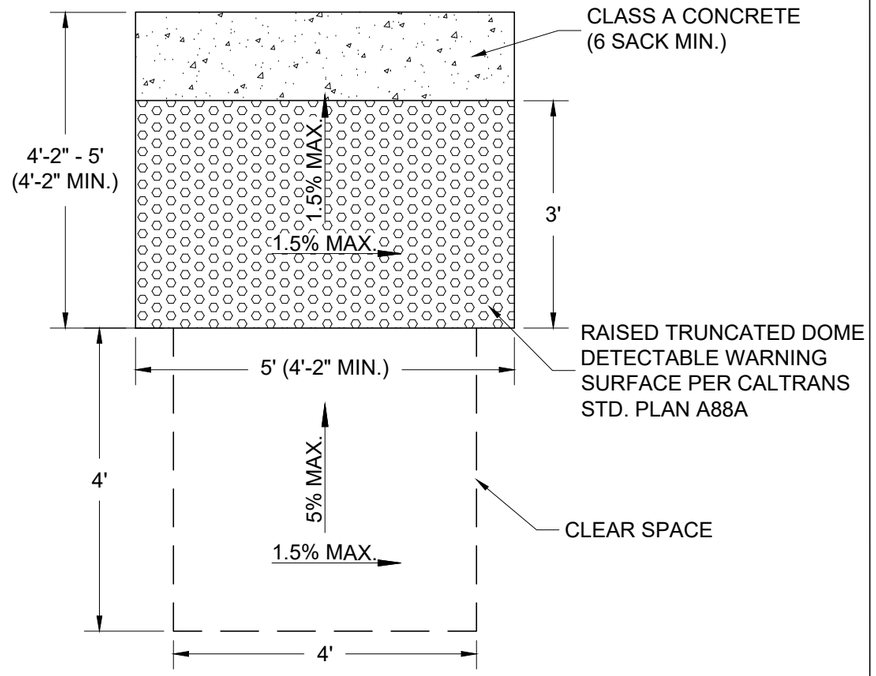
HSIP CYCLE 12 BUTTERFIELD RD CROSSING & 2025 COUNTYWIDE DRAINAGE PROJECT

IRVING DR ROADWAY CROSS SECTIONS 4-6

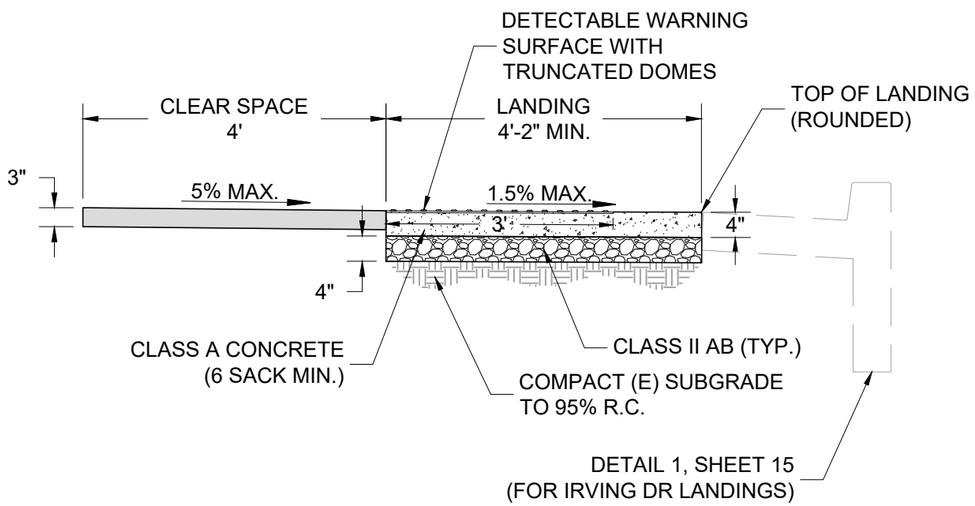
SHEET NO. 11 OF 19

COUNTY PROJECT NO. 2025-24 / 2025-28

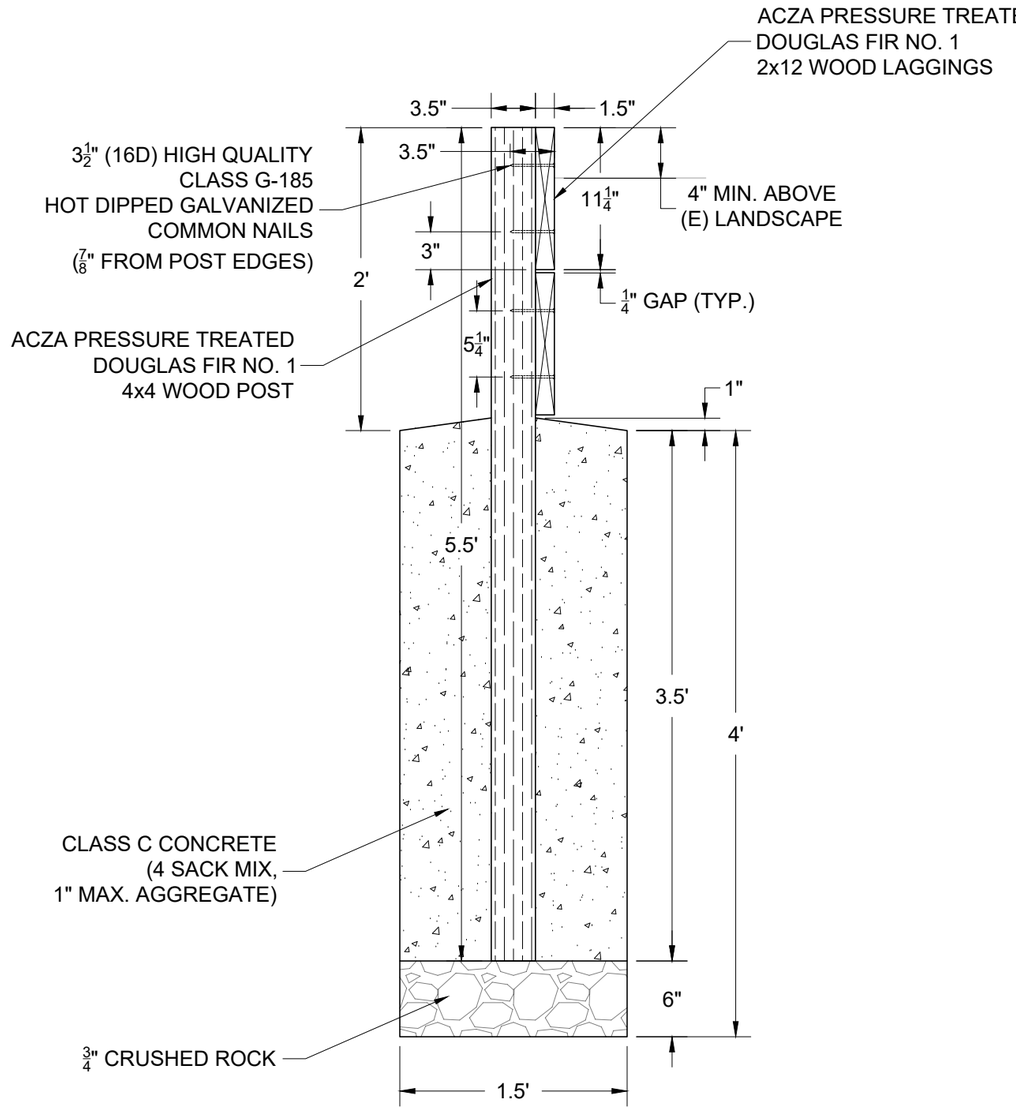
STATE PROJECT NO. HSIPSL-5927(146)



1/16 CONCRETE LEVEL LANDING PLAN VIEW 1" = 2'



2/16 CONCRETE LEVEL LANDING PROFILE SECTION VIEW 1" = 2'



3/16 TYPE "C" RETAINING WALL SECTION VIEW 1" = 1'

NO.	DESCRIPTION	BY	APPROVED	DATE
5	REVISED SHEET NO.	GA	JE	10/23/26

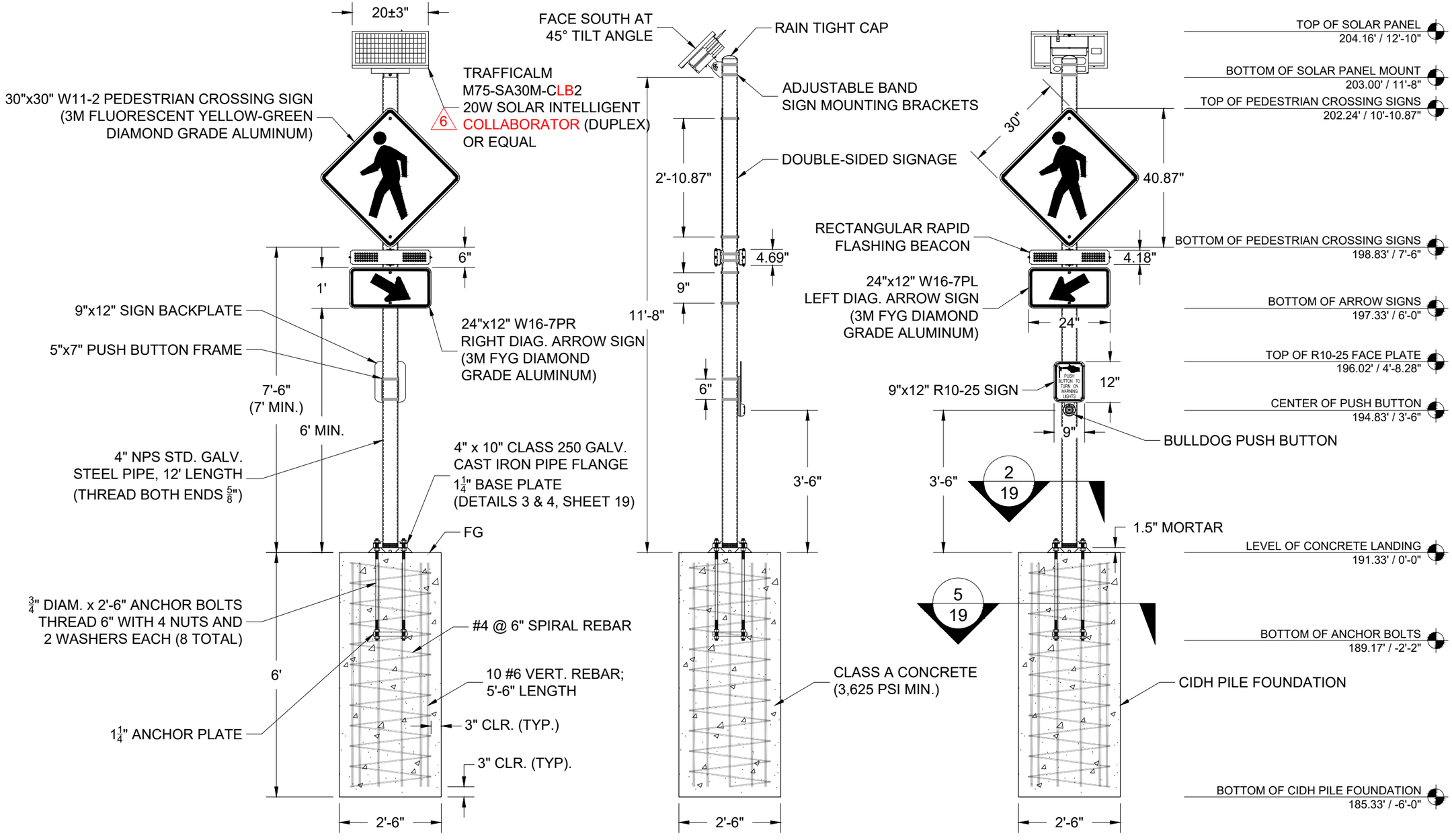
APPROVED BY PROFESSIONAL ENGINEER — DATE 10/13/26
INTERIM PRINCIPAL ENGINEER, LICENSE NO. 93442
APPROVAL RECOMMENDED
CIVIL ENGINEER, LICENSE NO. 89478 — DATE 10/13/26

DEPARTMENT OF PUBLIC WORKS
3501 CIVIC CENTER DRIVE
SAN RAFAEL, CA 94903
DESIGNED: GA — CHECKED: HD / JE
DRAWN: GA — DATE: 10/5/2026

HSIP CYCLE 12 BUTTERFIELD RD CROSSING & 2025 COUNTYWIDE DRAINAGE PROJECT
MINOR CONCRETE - LANDINGS & RETAINING WALL

5

SHEET NO. 16 OF 19
COUNTY PROJECT NO. 2025-24 / 2025-28
STATE PROJECT NO. HSIPSL-5927(146)



1/17 **BUTTERFIELD RD CROSSWALK SOUTHBOUND RRFB SIGN ELEVATION** 1" = 2.5'

REVISIONS

NO.	DESCRIPTION	BY	APPROVED	DATE
6	SOLAR COLLABORATOR	GA	JE	10/23/26

APPROVED, AS RECOMMENDED: DATE 10/13/26
ENTERAY PRINCIPAL ENGINEER, LICENSE NO. 93442
APPROVAL RECOMMENDED: DATE 10/13/26
CIVIL ENGINEER, LICENSE NO. 93442

DEPARTMENT OF PUBLIC WORKS
3501 CIVIC CENTER DRIVE
SAN RAFAEL, CA 94903
COUNTY OF MARIN
DESIGNED: GA
DRAWN: GA
CHECKED: HD / JE
DATE: 10/2/2026

HSIP CYCLE 12 BUTTERFIELD RD CROSSING & 2025 COUNTYWIDE DRAINAGE PROJECT
BUTTERFIELD RD SOUTHBOUND RRFB SIGN ELEVATION

SHEET NO. 17 OF 19
COUNTY PROJECT NO. 2025-24 / 2025-28
STATE PROJECT NO. HSIPSL-5927(146)