

# **TOWN OF ROSS**

## **TOWN HALL PARKING LOT REHABILITATION PROJECT**

**TOWN PROJECT NO. 9126-66**

### **NOTICE TO CONTRACTORS INVITING BIDS**

**BID OPENING: April 11, 2024, 2:30 p.m.**

## PROJECT SUMMARY & ENGINEER'S ESTIMATE:

The project widens driveway entrance to parking lot and involves pavement grinding, some full depth reconstruction in parking areas, dig-out repairs as needed, AC pavement overlay including depths up to 4". Demolition of concrete curb & gutter, concrete valley gutter, concrete sidewalk and concrete ADA ramp and concrete vertical curb. Installation of new concrete curb & gutter, valley gutter, sidewalk, ADA ramp and vertical curb. New pavement striping / marking and ancillary work at City Hall Parking Lot in the Town of Ross as indicated on the plans and these specifications.

### Notes:

- 1) **Project Phasing: Ross Valley Fire Department (RVFD) requires a minimum of 12' clear ingress/egress access for emergency vehicles at all times throughout the duration of the project. This will require the project to be phased (i.e. north side & south side).**
- 2) **Project will require Town Arborist to inspect and make recommendations regarding existing redwood tree roots after contractor has performed Demotion (Bid Item 3). This large redwood tree is adjacent to the Town Hall. The Town has allowed up to 1 week of time for this inspection & recommendations, and the contractor is not allowed to proceed with any further work until given an okay by the Town. Any changes to bid items as a result of arborist recommendations will be handled through contract Change Orders.**

**The Town Engineer has estimated the total cost of this project to be \$115,000.00 - Base Bid**

### TIME FOR COMPLETION:

**30 WORKING DAYS (excluding striping)**

Standard Specifications for the Cities and County of Marin are available for reference at the County of Marin Public Works Department website.

**SEALED BIDS will be received at the office of the Town Clerk, 31 Sir Francis Drake Blvd., Ross, California, 94957, until the hour of 2:30 p.m. on Thursday, April 11, 2024, at which time they will be publicly opened and read.**

Prepared under the direction of:

Richard Simonitch, Director of Public Works

## NOTICE INVITING BIDS

### TOWN OF ROSS - STATE OF CALIFORNIA

#### TOWN HALL PARKING LOT REHABILITATION PROJECT TOWN PROJECT NO. 9126-66

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Bids shall be marked: "Bid of (Contractor) for TOWN HALL PARKING LOT REHABILITATION PROJECT, Project No. 9126-66", along with date and time of bid opening.

Bidders are hereby notified that provisions of the Labor Code of the State of California, regarding the prevailing wages shall be applicable to the work to be performed under this contract. Pursuant to Labor Code Section 1773 the general prevailing wage rates have been determined by the Director of the California Department of Industrial Relations and appear in the California Prevailing Wage Rates, copies of which are on file with the Town Clerk of the Town of Ross and are available to interested parties on request. Future effective wage rates which have been predetermined and are on file with the California Department of Industrial Relations are referenced but are not printed in such publication.

Pursuant to SB 854, bidders must be registered with the California Department of Industrial Relations in order to be considered for this project.

**Contractors are strongly encouraged to visit the site before bidding.**

The work covered by this agreement is a "public work" as that term is defined in California Labor Code, Division 2, Part 7, and Chapter 1. Bidders are advised that if they intend to use a craft or classification not shown on the general wage determination, they may be required to pay the wage rate of that craft or classification most clearly related to it as shown in the general determinations.

Contractor shall have the responsibility to comply with applicable provisions of Section 1775.5 of the Labor Code for all apprentice occupations. In the event Contractor willfully fails to comply with the applicable provisions of Section 1775.5, Contractor shall forfeit as a civil penalty the sum of \$50.00 for each calendar day of non-compliance, which money may be withheld by Town pursuant to the provisions of Labor Code Section 1775.5.

Contractor may elect to receive 100 percent of payments due under the contract from time to time, without retention of any portion of the payment by the Town of Ross, by depositing securities of equivalent value to the retention amount in accordance with the provisions of Section 22300 of the Public Contracts Code. Such securities, if deposited by the Contractor, shall be valued by the Director of Public Works whose decision of such valuation shall be final.

All Bidders shall be licensed under the provisions of Chapter 9, Division 3, of the Business and Professions Code of the State of California to do the type of work contemplated in the project and shall be skilled and regularly engaged in the general class or type of work called for under the Contract.

Any bidder or contractor not properly licensed with the State of California shall be subject to all legal penalties imposed by law, including, but not limited to, any appropriate disciplinary action by the Contractors' State License Board. Failure of the bidder to obtain proper and adequate licensing for an award of the contract shall constitute a failure to execute the contract and shall result in the forfeiture of the security of the bidder.

Each bidder who has not done work similar in nature for the Town of Ross shall submit with this bid a statement setting forth his/her/its experience and business standing. Along with the statement, she/he/it shall list three or more projects that he/she/it has constructed, showing their original bid costs and overall costs when constructed, the names, addresses and current telephone number(s) of the owners of the said projects, whether the bidder has been a party to litigation or arbitration involving construction activities, the names and jurisdiction of all such litigation or arbitration and whether the bidder has ever filed for bankruptcy or become insolvent.

The Town reserves the right to reject any or all bids, or to accept only a portion of certain

items of the bid or to waive any informalities in the bid.

In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, the contractor or subcontractor offers and agrees to assign to the awarding body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the contractor, without further acknowledgment by the parties.

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

If a bidder has any problems in understanding or accepting any of the terms and/or conditions specified in the bid documents, said bidder must contact the person whose name appears below at the below specified number within five (5) calendar days of bidder's receipt of the bid documents. Otherwise, it will be presumed that bidder agrees with, understands, and has read all the bid documents as specified above.

For questions regarding the project or the project documents, please contact Richard Simonitch by e-mail at [rsimonitch@townofross.org](mailto:rsimonitch@townofross.org). Any and all responses will be sent out via e-mail to all registered bidders.

Richard Simonitch  
Director of Public Works, Town of Ross

# **PROJECT SPECIFICATIONS**

## **PAY ITEMS OF WORK**

### **Item No. 1 MOBILIZATION**

#### Description

Mobilization shall conform to Section 9-1.16D, "Mobilization", of the State Specifications. If needed, temporary utility connections to any Contractor's facilities will be the responsibility of the Contractor and at no additional cost to the Town of Ross.

Mobilization shall include the furnishing and providing for regular maintenance of sanitary unit(s) on the job for the duration of the project. Failure to comply with this requirement will result in withholding of mobilization payments in the amount deemed appropriate by the Director of Public Works.

#### Payment

The contract unit price for Mobilization shall be Lump Sum (LS) and shall be considered full compensation for complying with the above provisions for mobilization including furnishing all labor, materials, equipment and incidentals, any temporary utility connections to Contractor's facilities, obtaining permits, locating existing utilities and for doing all work involved in mobilization as specified herein shall be considered as having been included in the price paid, and no separate payment will be made thereafter.

### **Item No. 2 SIGNS & TRAFFIC CONTROL**

#### Description

A traffic control system shall be prepared by the Contractor in accordance with the provisions and details in the Caltrans "Manual of Traffic Controls for Construction and Maintenance Work Zones," the provisions of Section 12, "Temporary Traffic Control," of the Standard Specifications and submitted to the Engineer for review.

Prior to beginning the work, the Contractor shall submit a Traffic Control Plan. The Contractor shall schedule a traffic control review meeting with the Engineer and the Fire Department to review said plan. Once the Engineer has approved the Contractor's Traffic Control Plan, the Contractor shall not deviate from the plan without the Engineer's written approval. Driveway closures (except those agreed upon in the traffic control plan and project schedule) shall not be permitted without written approval by the Engineer.

**Project Phasing: Ross Valley Fire Department (RVFD) requires a minimum of 12' clear ingress/egress access for emergency vehicles at all times throughout the duration of the project. This will require the project to be phased (ie north side & south side).**

**The contractor's proposed phasing plan will be reviewed & approved by the Town prior to the start of any work.**

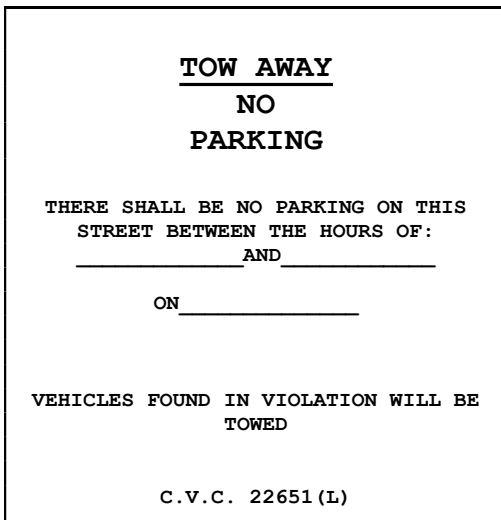
All excavations which are not actively involved in construction activity shall be adequately barricaded against entry by pedestrians, animals or motorized vehicles, and are the responsibility of the Contractor. Adequate barricades shall include, but is not limited to, double plated delineators, orange construction fencing, etc.

At the end of each day's work, and at other times when construction operations are suspended, all equipment and other obstructions shall be removed from that portion of roadway open for use by public traffic. Such equipment shall be placed outside the clear zone, as described in the current version of the AASHTO roadside Design Guide, or properly shielded to protect traffic.

The Contractor shall hand deliver a written notice, approved by the Director of Public Works, to all residences and/or businesses fronting or affected by the Work location, and as may be indicated on the plans, detailing the scope and time schedule for upcoming Work. This notice shall be delivered five (5) calendar days prior to commencing Work.

A Traffic Control Plan and the written notice to residents shall be submitted to the Director of Public Works for approval a minimum of seven (7) calendar days prior to proposed commencement. Town to provide sample resident notification letter.

Streets/parking areas shall be posted with temporary "NO PARKING – TOWAWAY ZONE" signs. Seventy-two (72) hours prior to construction, the Contractor shall place barricades signed "NO PARKING - TOW AWAY - Specific Time and Date(s)" at 30-to-60-foot intervals in the work area. "NO PARKING" signs must also state "C.V.C. 22651 (L)." The first and last sign shall also be stenciled with the word "BEGIN" or "END" as appropriate to delineate the limits of the no parking area. See example below:



"NO PARKING - TOW AWAY" signs shall be submitted for approval by the Engineer prior to their use. The Contractor shall notify the Engineer immediately after the "NO PARKING" signs are in place. The Contractor shall provide "NO PARKING" signs and barricades.

For vehicles violating the parking restriction, the contractor shall contact the Ross Police to arrange for towing the vehicle(s). Work will not proceed if vehicles are parked in the proposed work area.

### Payment

The contract unit price for Signs & Traffic Control shall be Lump Sum (LS) and shall be considered full compensation for providing all labor, equipment, and materials necessary for the removal of on-street parking shall be considered as included in the prices paid for Traffic Control System and no additional compensation shall be allowed.

Standard Specifications is amended to read: The cost of furnishing all flaggers will be solely by the Contractor.

The adjustment provisions in Section 4-1.05, "Changes & Extra Work," of the Standard Specifications, shall not apply to the item of traffic control system. Adjustments in compensation for traffic control system will be made only for increased or decreased traffic control system required by changes ordered by the Engineer, and will be made on the basis of the cost of the increased or decreased traffic control necessary. Such adjustment will be made on a force account basis as provided in Section 9-1.04, "Force Account Payment," of the Standard Specifications for increased work, and estimated on the same basis in the case of decreased work.

The traffic control system required for work, which is classed as extra work, as provided in of the Standard Specifications, will be paid for as a part of said extra work.

### **Item No. 3 DEMOLITION**

#### Description

The work of Demolition consists of the removal and off-haul of materials within the project site in preparation for construction. Demolition is broken into parts as shown on the Demo Plan in the Contract Plans.

Deteriorated areas of existing asphalt concrete (Shown as area "C" in the contract plans) shall be removed to a depth of 0.5' below pavement section. All material removed shall become the property of the Contractor who shall make arrangements for disposal outside the right-of-way. Burying of material within the limits of the project will not be allowed. **This area is approximately 770 square feet.**

Areas currently unimproved (Shown as areas "D" on the Demo Plan) shall be cleared and grubbed and excavated 1' below finished grade in preparation for a new asphalt section. **This area is approximately 300 square feet and removes (1) 6" tree.**

Where shown on the plans vertical concrete curbs shall be removed. All concrete curbs removed shall become the property of the Contractor who shall make arrangements for disposal outside the right-of-way. Burying of broken concrete within the limits of the project will not be allowed. **This quantity is approximately 151 linear feet.**

Existing concrete curb & gutter, valley gutter, sidewalk and ADA curb ramp (shown as area "E" on Demo Plan)

Any utility facility/feature (manhole, box or cover) within dig out area shall be protected as necessary to prevent damage. At the end of repair, utility feature shall be in similar (or better) height and orientation as it was prior to commencement of work.

Demolition does **not** include surface grinding, which is covered under its own bid item 6. Payment

The contract unit price for Demolition shall be Lump Sum (LS) and shall include all labor,



materials, tools and equipment necessary to complete the work (including excavation and providing and placing asphalt and utility facility/feature protection) shown on the plans, marked in the field or as directed by the engineer and specified herein.

**Note: After completion of Demotion (Bid Item 3), the Town Arborist will inspect redwood tree roots and make recommendations. No further work by the contractor will be allowed until given an okay by the Town. Town has allowed up to 1 week of time for this process.**

#### **Item No. 4 DRAINAGE IMPROVEMENTS**

The contractor is responsible for construction staking & layout as necessary with additional direction to be provided in the field by the field engineer.

##### **4a: 12" x12" DROP INLET**

###### Description

This section shall apply to the location and installation of a storm drain inlet (DI) as shown on the plans and/or marked in the field.

###### Materials

DI is to be a Jensen Precast Brooks 1212 or equivalent.

Storm drain inlets shall be 12" square steel grates set into concrete. These can be formed on-site or pre-cast. Grates to be traffic rated, H-20 loading. The tops of grates shall be sloped flush with the gutter pan. All connections between inlets and pipes shall be sealed using grout. The inlet shall be tagged with a Marin "No Dumping/Drains to Creek" Tag.

###### Payment

The contract price paid for each (EA) 12x12 Drop Inlet shall be considered full compensation for furnishing all labor, materials, and equipment necessary to complete the work as shown on the plans and specified herein.

##### **4b: RAISE INLET TO GRADE**

###### Description

This section shall apply to the adjustment of the existing inlet with grate to the finished grade of the new parking lot surface.

###### Materials

The Contractor shall ensure that the existing inlet top is raised approximately 6" by the installation of either a cast-in-place or precast collar. If new grate is required, it shall be rated for traffic and be suitable for bicycle use.

The contractor shall ensure that construction debris does not enter the pipe system.

### Payment

The contract price paid for each (EA) Raise Inlet to Grade shall be considered full compensation for furnishing all labor, materials, and equipment necessary to complete the work as shown on the plans and specified herein.

### **4c: 6" PVC (SDR 35) STORM DRAINPIPE**

#### Description

This section shall apply trenching and placement of a storm drainpipe connecting the new inlet structure and the existing.

#### Materials

All pipe and fittings shall be watertight SDR-35 pipe. Any T-fittings shall be a sanitary type to direct flows in the downstream direction. All connections between inlets and pipes shall be sealed using grout.

Pipe is to be laid in a trench per Marin County USC Standard Detail 330/340/350. All pipe shall be bedded using compacted Class 2 Asphalt Base material, and bedding shall be well compacted. Bedding shall extend down a minimum of 1 inch below the pipe and extend up to the base of the concrete or asphalt as appropriate. In soil planting areas bedding shall cover the pipe to a depth of 1 inch. Pipes shall be laid straight and true unless otherwise shown in the plans.

#### Payment

The contract Linear Foot (LF) price paid for storm drainpipe shall be considered full compensation for furnishing all labor, materials, and equipment necessary to complete the work as shown on the plans and specified herein, including all materials and labor required for trenching.

No adjustment in the contract unit price shall be made for increases or decreases of less than 25 percent of the quantities set forth in the Schedule of Bid Prices.

### **Item No. 5 MINOR CONCRETE**

The contractor is responsible for construction staking & layout as necessary with additional direction to be provided in the field by the field engineer.

#### Description

Minor concrete shall include curb & gutter, valley gutter, sidewalk, ADA curb ramp and vertical curb and shall conform to the provisions of Section 73, "Concrete Curbs and Sidewalks," of the State Specifications, as well as the Marin Uniform Construction Standards, and these Special Provisions.

#### Material

Concrete shall conform to Section 90 of the State Specifications and shall be Class B with a maximum aggregate size of 3/4".

Concrete shall contain 4 lbs. (min.) of lampblack, or equivalent, per cubic yard. Match

existing concrete in score and color as directed by the Engineer.

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

Immediately after the surface of the concrete is finished, application of curing compound shall be made in accordance with Section 90-1.03B, "Curing Compound Method," of the Standard Specifications. The quality and quantity to be used shall be approved by the Engineer. The liquid compound shall contain a coloring matter which does not permanently alter the natural color of the concrete, but which will color sufficiently at the time of application to indicate readily the areas covered. The use of any membrane material which would impart a slippery surface to the concrete will not be permitted. The liquid shall be applied under pressure with a spray nozzle at the rate recommended by the manufacturer, unless otherwise directed by the Engineer, and in such manner as to cover the surface thoroughly. Care shall be exercised to avoid damage to the seal before the expiration of the curing period. Seal damage shall be immediately repaired by the application of additional membrane material over the damaged portion.

All concrete shall receive a light broom finish.

The contractor shall provide a minimum of 24-hour notice to the Town prior to pouring any finish concrete work to allow for inspection.

**Item No. 5a MINOR CONCRETE - CURB & GUTTER**

**Description**

Where new curb and gutter construction conforms to existing curb and gutter, two reinforcing bars, No. 3 or No. 4, twelve inches in length, shall be embedded into the existing curb and gutter by means of drilling a hole, inserting the reinforcing bar, and filling the hole with epoxy grout. These bars shall be embedded six inches with the remainder of the bar in the new concrete.

Transverse weakened plane and expansion joints for curb and gutter shall be placed in accordance with Section 73-1.05 of the Standard Specifications, except where otherwise indicated on the plans. When adjacent to new concrete paving, weakened plane joints in the curb shall coincide with the transverse weakened plane joints in the new concrete paving. Transverse weakened plane joints for new concrete paving shall be placed at 13.5-foot intervals in accordance with Section 40-1.08 of the Standard Specifications.

The valley gutter shall conform to the Marin Uniform Construction Standard #110, with the exception that it shall be four feet in width with a 1.5" flowline, not six feet with a 2" flowline.

The Contractor shall perform a water test on gutters upon completion of gutter construction. The test must be performed in the presence of the inspector and must demonstrate to the Director of Public Works' satisfaction that positive drainage through the gutter will be achieved with the gutter as constructed. If required by the Director of Public

Works, the Contractor shall replace any unsatisfactory curb and gutter and replace said at no additional cost to the Town.

**Item No. 5b MINOR CONCRETE – VALLEY GUTTER**

Description

The valley gutter shall conform to the Marin Uniform Construction Standard #110, with the exception that it shall be four feet in width with a 1.5" flowline, not six feet with a 2" flowline.

The Contractor shall perform a water test on gutters upon completion of gutter construction. The test must be performed in the presence of the inspector and must demonstrate to the Director of Public Works' satisfaction that positive drainage through the gutter will be achieved with the gutter as constructed. If required by the Director of Public Works, the Contractor shall replace any unsatisfactory curb and gutter and replace said at no additional cost to the Town.

**Item No. 5c MINOR CONCRETE – SIDEWALK**

Description

Where new sidewalk construction conforms to existing sidewalk, a minimum of three (3) reinforcing bars, No. 3 or No. 4, twelve inches in length, shall be embedded into the existing sidewalk by means of drilling a hole, inserting the reinforcing bar, and filling the hole with epoxy grout. These bars shall be embedded six inches with the remainder of the bar in the new sidewalk concrete.

The surface of the sidewalk shall be marked with score lines and weakened plane joints as specified by the Engineer. The edges of the sidewalks shall be rounded with an edging tool.

Weakened plane joints shall be placed in a true straight line which shall be at right angles or radial to the curb line, and at right angles to the surface of the concrete. Weakened planes 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.

Scoring lines shall be made on the surface of sidewalk at uniform intervals not to exceed four feet (4') along the line of work, in accordance with a layout specified by the Engineer.

No extra payment will be made for sidewalk base prep where tree roots have been removed.

**Item No. 5d MINOR CONCRETE - ADA-COMPLIANT CURB RAMP WITH TRUNCATED DOMES**

Description

Curb ramps shall be constructed by using fixed forms conforming to the provisions of Section 73-2.03B, "Fixed Form Method," of the Standard Specifications". The contractor shall layout the new ramp in the field to ensure that the layout is consistent with ADA requirements and the latest Caltrans geometrical standards.

Subgrade preparation shall conform to the provisions of Section 73-1.03B, "Subgrade Preparation," of the Standard Specifications.

Where the plans provide for the replacement of curb ramps, the existing adjacent curb and sidewalk section shall be cut to a minimum depth of 1.5" with an abrasive type of saw at the first scoring line at or beyond the planned joint and the entire section to be reconstructed shall be removed. The new curb ramp shall join the old work at this line.

Fixed forms shall be carefully set to alignment and grade and shall conform to the required dimensions. Forms shall be held rigidly in place by stakes. Clamps, spreaders and braces shall be used where required to ensure rigidity in the forms. Fresh concrete shall be struck off and compacted until a layer of mortar has been brought to the surface. The surface shall be finished to grade and cross section with a float and troweled smooth. Concrete adjacent to expansion joints shall be finished with an edger tool.

Expansion joints shall be constructed at all returns and opposite expansion joints in adjacent curb. Expansion joints shall be filled with 1/4" thick pre-molded joint filler conforming to the provisions of Section 51-2.01B(1) "Pre-Molded Expansion Joint Fillers" of the State Standard Specifications. Expansion joint filler shall be shaped to fit the concrete that is being placed. The pre-molded joint filler shall be placed in correct position before concrete is placed against the filler.

Surfaces shall be broom finished transversely to the line of pedestrian traffic. If water is necessary, the water shall be applied to the surface immediately in advance of brooming. Fixed forms shall not be removed in less than 12 hours after finishing has been completed.

The surface shall not vary more than 0.02-foot from a 10-foot straightedge, except at grade changes, and the finished surface shall be free from blemishes.

The Contractor shall clean at his expense all discolored concrete. The concrete may be cleaned by abrasive blast cleaning or other methods approved by the Engineer. Repairs shall be made by removing and replacing the entire unit between scoring lines or joints.

ADA curb ramp detectable warning surface shall consist of raised truncated domes constructed or installed on curb ramps in conformance with the details shown on the plans and these special provisions. The detectable warning surface shall be prefabricated, set in wet concrete.

Detectable warning surfaces on new curb ramps surfaces shall be installed as specified by the manufacturer and shall be “EZ-Set Polymer Concrete Panels®” color “charcoal gray” manufactured by Detectable Warning Systems, Inc. or approved equivalent.

The finished surfaces of the detectable warning surface shall be free from blemishes.

The manufacturer shall provide a written five-year warranty for prefabricated detectable warning surfaces, guaranteeing replacement when there is defect in the dome shape, color fastness, sound-on-cane acoustic quality, resilience, or attachment. The warranty period shall begin upon acceptance of the contract.

**Item No. 5e MINOR CONCRETE - LANDING WITH TRUNCATED DOMES**

**Description**

A new landing where new asphalt parking area meets existing pathway will be constructed by using fixed forms conforming to the provisions of Section 73-2.03B, “Fixed Form Method,” of the Standard Specifications”. The contractor shall layout the new landing in the field to ensure that the layout is consistent with ADA requirements and the latest Caltrans geometrical standards.

Subgrade preparation shall conform to the provisions of Section 73-1.03B, “Subgrade Preparation,” of the Standard Specifications.

Fixed forms shall be carefully set to alignment and grade and shall conform to the required dimensions. Forms shall be held rigidly in place by stakes. Clamps, spreaders and braces shall be used where required to ensure rigidity in the forms. Fresh concrete shall be struck off and compacted until a layer of mortar has been brought to the surface. The surface shall be finished to grade and cross section with a float and troweled smooth. Concrete adjacent to expansion joints shall be finished with an edger tool.

Surfaces shall be broom finished transversely to the line of pedestrian traffic. If water is necessary, the water shall be applied to the surface immediately in advance of brooming. Fixed forms shall not be removed in less than 12 hours after finishing has been completed.

The surface shall not vary more than 0.02-foot from a 10-foot straightedge, except at grade changes, and the finished surface shall be free from blemishes.

The Contractor shall clean at his expense all discolored concrete. The concrete may be cleaned by abrasive blast cleaning or other methods approved by the Engineer. Repairs shall be made by removing and replacing the entire unit between scoring lines or joints.

Detectable warning surface shall consist of raised truncated domes constructed or installed at landing in conformance with the details shown on the plans and these special provisions. The detectable warning surface shall be prefabricated, wet-set in a

4" thick rectangular pad of concrete which should extend a minimum 3" around all sides of the domes.

Detectable warning surfaces on new curb ramps surfaces shall be installed as specified by the manufacturer and shall be "EZ-Set Polymer Concrete Panels®" color "charcoal gray" manufactured by Detectable Warning Systems, Inc. or approved equivalent.

The finished surfaces of the detectable warning surface shall be free from blemishes.

The manufacturer shall provide a written five-year warranty for prefabricated detectable warning surfaces, guaranteeing replacement when there is defect in the dome shape, color fastness, sound-on-cane acoustic quality, resilience, or attachment. The warranty period shall begin upon acceptance of the contract.

**Item No. 5f MINOR CONCRETE - 6" VERTICAL CURB**

Description

Vertical curb shall be constructed in accordance with Marin County standard 105, Type "E" with the exception that height above finished grade shall be 6", in all locations except where the end tapers down to flush.

Where new curb construction conforms to existing curb, two reinforcing bars, No. 3 or No. 4, twelve inches in length, shall be embedded into the existing curb by means of drilling a hole, inserting the reinforcing bar, and filling the hole with epoxy grout. These bars shall be embedded six inches with the remainder of the bar in the new concrete.

Transverse weakened plane and expansion joints for curb shall be placed in accordance with Section 73-1.05 of the Standard Specifications, except where otherwise indicated on the plans. When adjacent to new concrete paving, weakened plane joints in the curb shall coincide with the transverse weakened plane joints in the new concrete paving.

The Contractor is responsible for construction staking & layout as necessary.

Measurement

Curb & gutter and vertical curb shall be measured by the linear foot (LF). Sidewalk and valley gutter shall be measured by the square foot (SF). ADA curb ramp and landing shall be measured per each (EA), installed.

Payment

The contract price paid per linear foot of curb & gutter, the per linear foot of vertical curb, the per square foot of concrete sidewalk, the per square foot price paid for new valley gutter, and the per each price paid for ADA curb ramp and landing shall include full compensation for furnishing all labor, materials, including aggregate base, gutter

depressions at storm inlets, tools, finishes, reinforcement, coordinating with utility companies and working around their facilities, equipment, and incidentals, and for doing all the work involved in constructing these items, complete in-place, including any necessary demolition of existing structures, excavation and backfill, as shown on the plans, as specified in the State Specifications and these Special Provisions, and as directed by the Engineer.

**Item No. 6 0.20' ASPHALT SURFACE GRINDING**

Description

Asphalt surface grinding shall be done in accordance with Section 42-3, "Grinding," of the State Specifications and these Special Provisions.

Existing asphalt concrete pavement shall be planed (surface grind) at the locations and to the dimensions shown on the plans. Surface grinding shall be at a depth of 0.20'.

Planing asphalt concrete pavement shall be performed by the cold planing method. Cold planing machines shall be equipped with a cutter head not less than 30 inches in width and shall be operated so as not to produce fumes or smoke. All grinding shall be done with cold planing electronic sensor-equipped machine(s) unless authorized by the Engineer in advance. 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.

The depth, width and shape of the cut shall be as indicated on the typical cross sections or as directed by the Engineer. The final cut shall result in a uniform surface conforming to the typical cross-sections. The outside lines of the planed area shall be neat and uniform. Planing asphalt concrete pavement operations shall be performed without damage to the surfacing and curb & gutter to remain in place.

Surface grinding shall provide uniform depth across the roadway and/or adjoining pavement on each side as shown on the plans. The depth of the grind shall be per the dimensions indicated on the plans.

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 protected and/or "tied out" as necessary by the Contractor and noted to the Engineer.

In addition, the Contractor shall coordinate with the Engineer about existing survey monuments prior to his grinding operation. The contractor is responsible for tie-out of any existing monuments or markers.

No additional compensation shall be made for Pavement Grinding in excess of the width shown on the plans unless so directed by the Engineer.



It is not the intent of this special provision to relieve the contractor from maintaining the work area at all times. Cleaning, asphalt concrete patching, traffic control and any maintenance work necessary for public safety and convenience as directed by the Engineer shall be performed by the Contractor at his expense.

Planed widths of pavement shall be continuous except for intersections at cross streets where the planing shall be carried around the corners and through the conform lines. Following planing operations, a drop-off of more than 0.15 foot will not be allowed at any time between adjacent lanes open to public traffic.

Where transverse joints are planed in the pavement at conform lines, at driveways and at ramps no drop-off shall remain between the existing pavement and the planed area when the pavement is opened to public traffic. If asphalt concrete has not been placed to the level of existing pavement before the pavement is to be opened to public traffic a temporary asphalt concrete taper shall be constructed. Asphalt concrete for temporary tapers shall be placed to the level of the existing pavement and tapered on a slope of 30:1 or flatter to the level of the planed area. 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.

Surface pavement grinding shall not be exposed to traffic for more than forty-eight (48) hours. The time between grinding and paving shall not be in excess of one working day unless approved by the Engineer. The Contractor shall post NO PARKING signs in accordance with, "SIGNS AND TRAFFIC CONTROL" of these Project Specifications.

Errors caused by overgrinding shall be corrected by the Contractor at his own expense to the satisfaction of the Engineer. Concrete gutters chipped by the pavement grinding operations shall be epoxy patched or replaced as directed by the Engineer.

The noise level created by the combined grinding operation shall not exceed 86 dBA at a distance of 50 feet. The grinding machine shall not produce excessive dust and shall conform to the Standards of the Bay Area Air Quality Control Board. Pre-heating of the asphalt concrete shall not be performed. The machine shall be equipped with a water device for dust control. The grinding machine shall have a side shield to prevent ground material from being thrown on the adjacent pavement surfaces. Failure of the (sub)contractor to provide satisfactory dust control will result in a stop-work order until the Engineer is satisfied with the control proposed.

Street Cleaning – After cold planing, it shall be the Contractor's responsibility to remove all grindings and residue from the pavement surface with a vacuum truck immediately after grinding and prior to applying geotextile fabric and/or asphalt concrete overlay. If water is used for cleaning, the wash-off water shall not be permitted to drain into the storm drains. The residue material ground from the roadway surface shall become the property of the Contractor who shall make arrangements for disposal outside the right-of-way.

Measurement

Surface grinding shall be measured by the square foot (SF) as shown on the plans. The surface grinding quantity to be paid for shall be to the specified dimensions of grinding regardless of the number of passes required to match with the depth requirement shown on the plans.

Payment

The contract price paid per square foot (SF) of surface grinding shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals for doing all work, including furnishing water for washing the pavement, and utility facility/feature protection as shown on the plans, as specified in these specifications and the special provisions and as directed by the Engineer.

**Item No. 7    0.20' ASPHALT CONCRETE PAVING AND OVERLAY (HMA)**

**Item No. 8    OVERLAY ASPHALT CONCRETE TO GRADE (HMA)**

**Item No. 10   0.33' NEW ASPHALT CONCRETE SECTION (HMA)**

Description

Asphalt Concrete shall conform to the provisions of Section 39, "Asphalt Concrete" of the Standard Specifications and these Special Provisions. Asphalt Concrete Overlay shall include the resurfacing of traveled way as per the details and dimensions shown on the plans. Asphalt Concrete Paving shall be installed at location and dimensions shown on the plans.

Asphalt Concrete shall be Type "A", ½-inch Maximum, Medium Gradation, conforming to the requirements of Section 39-2 "Hot Mix Asphalt" of the Standard Specifications.

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 ten (10) working days prior to the

start of work, a list of his sources of materials together with a Certificate of Compliance, indicating that materials to be incorporated in the work fulfill the requirements of these specifications, and a mix design for the asphalt concrete. The Certification of Compliance shall be signed by the material supplier or supplier's representative. It is the intent of these specifications that materials to be incorporated in the work must meet the requirements of these specifications after incorporation in the paved areas shown on the plans. The Contractor shall be responsible for all costs associated with the required mix design.

If not prepared specifically for this project, the mix design shall have been done within the last six (6) months.

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.

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

Hveem Stability:	39 Minimum
Percent Voids:	3.5 Percent to 4.5 Percent

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 Town may 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 Town shall be removed from the job site, at the Contractor's expense, and no additional payment will be allowed.

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

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

The Contractor shall furnish and use tarpaulins to cover all loads.

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

Asphalt pavers shall be self-propelled mechanical spreading and finishing equipment, provided with a screed or strike-off assemble capable of distributing the material to not less than ten (10) feet. Screed action shall include any cutting, crowding or other practical action which is effective on the mixture without tearing, shoving or gouging, and which produces a surface texture of uniform appearance. The screed shall be adjustable to the required section and thickness. Pavers that leave ridges, indentations or other marks in the surface shall not be used unless the ridges, indentations or other marks are eliminated by rolling or prevented by adjustment in operation.

If the automatic screed controls fail to operate properly during the day's work, the Contractor may use manual control of the spreading equipment for the remainder of that day; however, the equipment shall be corrected or replaced with an alternative automatically controlled equipment conforming to the requirements in this section before starting another day's work.

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

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.

**All exposed edges shall be compacted with a vibratory plate roller.**

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

The Town may retain a testing firm to monitor in-place compaction. Density will then be determined using a nuclear gauge.

#### Measurement

The quantity of Asphalt Concrete shall be determined from certified weigh master tickets delivered to and signed by the Engineer at the work site on the day of placement. 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 of Asphalt Concrete shall be considered full compensation for furnishing all labor, materials and equipment necessary to complete the work as shown on the plans and specified herein.

No adjustment in the contract unit price for Asphalt Concrete shall be made for

increases or decreases of more than 25 percent of the quantities set forth in the Schedule of Bid Prices.

**Item No. 9 CLASS II AGGREGATE BASE FOR NEW AC SECTION (0.67')**

Description

The work shall consist of furnishing, spreading and compacting Class II aggregate base, in accordance with the provisions of 2018 Caltrans Standard Specifications Section 26, "Aggregate Bases", and as specified herein.

Class II Aggregate Base shall be  $\frac{3}{4}$ " maximum, shall be placed and compacted to 95% minimum relative compaction, conforming to the provisions in Section 26, "Aggregate Bases," of the 2018 Caltrans Standard Specifications.

Payment

The contract unit price paid per cubic yard (CY) for Class II Aggregate Base, shall be considered full compensation for procuring, placing, and compacting Class II aggregate base where called out on plans, shall be considered as included in the items of work involved and no additional compensation will be allowed therefor

**Item No. 11 PAVEMENT STRIPING & MARKINGS; ADA FEATURES**

Description

This work shall consist of the striping and installation of various fixtures for two ADA parking spaces and access aisle, and two additional parking spaces, as shown on the contract plans and/or Caltrans Detail A90A. Additionally, where sidewalk crosses driveway, Continental crosswalk markings per Caltrans Std A24F shall be installed.

Thermoplastic material shall be used for pavement striping and markings unless otherwise noted on the plans or as directed by the Engineer.

Thermoplastic pavement markings shall conform to the Provisions in Sections 84-1, "General," 84-2, "Traffic Stripes and Pavement Markings," of the Standard Specifications and these Special Provisions.

Details and dimensions of pavement markings shall be in accordance with the State Department of Transportation Standard Plans and/or the CAMUTCD as follows:

Various parking stalls, tees and no parking zones: 4" wide white Thermoplastic  
ADA Parking Legend: Thermoplastic

Continental crosswalk: 1.5' wide white Thermoplastic

Sandblasting or grinding shall be used for removal of existing pavement markings outside the limits of new paving. All alternate methods shall be approved by the Engineer.

Payment

The contract unit price paid for removal and replacement of thermoplastic traffic

striping / markings, curb stops, and truncated domes will be based on the Lump Sum (LS)

Price paid for pavement striping / markings and markers shall be considered full compensation for furnishing all labor, materials and equipment necessary to complete the work, including removal of existing markings, if necessary, as shown on the plans and specified herein.

## **Item No. 12 DECOMPOSED GRANITE**

### Description

This work consists of placing decomposed granite between new asphalt and the existing redwood tree as delineated on the contract plans.

### Materials

Decomposed Granite (DG) shall be placed in a 3" course over 4" of compacted aggregate base. A layer of filter fabric shall be placed between the base and the DG layer.

The color of decomposed granite must be uniform and tan to golden brown. Submit a sample of the decomposed granite to the Engineer for review and approval before delivery to the project site.

Decomposed granite aggregate: Natural granite material consisting of granite gravel and naturally occurring fines to 1/4 in. maximum. DG is any igneous rock which has been weathered in place or any sedimentary material principally derived from igneous rock. Furnish material consisting of 75% granite, 25% clay, and that is free of vegetable matter and other deleterious substances. Ensure that it can be compacted readily under watering and rolling to form a firm, stable surface.

Place DG aggregate in maximum 2 in. deep lifts, wet thoroughly, and let set according to the supplier's instructions. Compact to not less than 90% nor more than 95% of maximum dry density. DG shall not be installed during rain events.

### Measurement and Payment

Full compensation for Decomposed Granite Pathway will be measured and paid by Cubic Yard (CY) The Cubic Yard price paid shall be considered full compensation for furnishing all labor, materials and equipment necessary to complete the work, as shown on the plans and specified herein.

## **Item No. 13 CONCRETE WHEEL STOPS**

### Materials

The contractor shall furnish and install a concrete wheel stop for each parking space (4 total) as shown on the contract plans and Caltrans Detail A90A.

Wheel Stops are to be concrete, 4' long, in a style and finish approved by the town, and

mechanically anchored to the asphalt surface.

Measurement and Payment

Full compensation for Wheel Stops will be measured and paid by each (EA) The Each price paid shall be considered full compensation for furnishing all labor, materials and equipment necessary to complete the work as shown on the plans and specified herein.

**Item No. 14 TREE / ROOT PROTECTION PLAN**

Description

The contractor shall prepare a tree / root protection plan for the redwood tree adjacent the Fire & Police Department. This plan is applicable to any temporary driving surface during the phasing of the project.

The Protection plan needs to be approved by the Town prior to the start of any work.

Measurement and Payment

Full compensation for Tree / Root Protection Plan will be measured and paid by lump sum (LS) The lump sum price paid shall be considered full compensation for furnishing all labor, materials and equipment necessary to complete the work as shown on the plans and specified herein.

# BIDDER'S PROPOSAL

TOWN OF ROSS

TOWN HALL PARKING LOT REHABILITATION PROJECT

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

In compliance with your Notice Inviting Bids, BIDDER hereby proposes to perform all WORK for the construction of TOWN HALL PARKING LOT REHABILITATION PROJECT in strict accordance with the CONTRACT DOCUMENTS, within the time set forth therein, and at the prices stated below.

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

BIDDER shall begin within seven calendar days of the Notice to proceed, or as agreed upon in writing with the TOWN, and to fully complete the WORK within the specified working days. BIDDER further agrees to pay as liquidated damages the sum of \$500 (COST OF LIQUIDATED DAMAGES) for each consecutive working day thereafter as provided in Section 8-1.10 of the state standard specifications.

BIDDER acknowledges receipt of the following ADDENDUM:

ADDENDUM #1 – Dated \_\_\_\_\_

ADDENDUM #2 – Dated \_\_\_\_\_

ADDENDUM #3 – Dated \_\_\_\_\_

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

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



## BID SCHEDULE – Page 1 of 2

**NOTE:** Bids shall include sales tax and all other applicable taxes and fees. Bid items are to include all materials and labor required for installation including footings, fasteners, hardware, connectors, etc.

### TOWN HALL PARKING LOT REHABILITATION PROJECT

Item	Description	Unit	Estimated Quantity	Unit Cost	Amount
1	Mobilization	LS	1		
2	Signs & Traffic Control (including project phasing)	LS	1		
3	Demolition	LS	1		
4	Drainage Improvements	-----			
4a	12" x12" Drop Inlet	EA	1		
4b	Raise Inlet to Grade	EA	1		
4c	6" PVC (SDR 35) Storm Drainpipe	LF	25		
5	Minor Concrete	-----			
5a	Curb & Gutter	LF	4		
5b	Valley Gutter	SF	16		
5c	Sidewalk	SF	42		
5d	ADA Curb Ramp w/truncated domes	EA	1		
5e	Landing with truncated domes	EA	1		
5f	6" Vertical Curb	LF	175		
6	0.20' Asphalt Grind	SF	1,780		
7	0.20' Overlay	TON	26		
8	Overlay AC to Grade	TON	11		
9	0.67' Class 2 AB	CY	35		
10	.33' AC section	TON	34		
11	Pavement Striping & Marking	LS	1		
12	Decomposed Granite	CY	3		

## BID SCHEDULE – Page 2 of 2

13	Concrete Wheel Stops	EA	4		
14	Tree / Root Protection Plan	LS	1		

<b>TOTAL – BASE BID</b>	<b>\$</b>
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**Note:**

1. The contract award will be based solely on the "Total Base Bid".
2. All items include installation/construction and/or removal as necessary.
3. The Town of Ross reserves the right to delete any or all of the Items without adjusting the remaining quoted unit prices.

Respectfully submitted by:  
(Please type or print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Address

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
License Number (if applicable)

\_\_\_\_\_  
Telephone Number

SEAL - if BID is by a Corporation

\_\_\_\_\_  
attest

## EXPERIENCE AND FINANCIAL QUALIFICATIONS

### TOWN OF ROSS

#### TOWN HALL PARKING LOT REHABILITATION PROJECT TOWN PROJECT NO. 9126-66

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

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

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

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

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

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

- (1) the name, address and telephone numbers of all parties to the proceeding;
- (2) the general nature of the claims being made against or by your firm;
- (3) the outcome of the proceeding.

Have you or your firm ever requested payment of more money than any of your clients have been willing to pay?

yes \_\_\_\_ no \_\_\_\_

As to each such request, please state:

- (1) the name, address and telephone number of the client;
- (2) the amount and nature of your claim;
- (3) the nature of the client's position;
- (4) the outcome of your claim.

**LIST OF CONTRACTS SATISFACTORILY COMPLETED IN THE LAST THREE YEARS:**

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

<b>Year</b>	<b>Type of Work</b>	<b>Contract Amount</b>	<b>Location</b>	<b>Reference Name, and Phone Number</b>

**BID BOND**

**[NOTE:**

**Bidders must use this form; use of any other bond form may render a bid non-responsive.]**

**TOWN OF ROSS**

**TOWN HALL PARKING LOT REHABILITATION PROJECT  
TOWN PROJECT NO. 9126-66**

KNOW ALL PERSONS BY THESE PRESENTS, that the TOWN OF ROSS ("Town"), a municipal corporation located in the County of Marin, State of California, has received a Proposal from

\_\_\_\_\_, hereinafter designated as Principal, whereby Principal agrees to enter into a Contract with the Town for the improvements more particularly described in all documents forming the complete Contract entitled " TOWN HALL PARKING LOT REHABILITATION PROJECT, TOWN PROJECT NO. 9126-66", which said complete Contract is hereby referred to and made a part hereof; and

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

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

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

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

- (a) If said Proposal shall be rejected, or in the alternative;
- (b) If said Proposal shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said Proposal) and shall furnish a bond for his/her/its faithful performance of said contract, and for the payment of all

persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said Proposal then, this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

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

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

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

(SEAL)

\_\_\_\_\_

PRINCIPAL

By: \_\_\_\_\_

Title:

\_\_\_\_\_

SURETY

By: \_\_\_\_\_

Title:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
(Address of Surety)

**AGREEMENT BETWEEN THE TOWN OF ROSS AND  
CONTRACTOR  
FOR TOWN HALL PARKING LOT REHABILITATION  
PROJECT**

This Agreement is entered into on \_\_\_\_\_, 2024 (the "Effective Date"), between \_\_\_\_\_ ("Contractor") and the TOWN OF ROSS ("Town"). For and in consideration of the payment to be made to Contractor, as hereinafter provided, Contractor shall perform all work specified below in accordance with all the provisions of this Agreement, consisting of the following documents, which comprise the entire agreement between the Town and Contractor, concerning the work, herein:

Agreement Title Pages  
Contractor License Certification  
Exhibit A General Conditions  
Exhibit B Pricing and Proposal Data  
Exhibit C Technical Specifications

1. **WORK TO BE PERFORMED:** Except as specified elsewhere in this Agreement, Contractor shall furnish all labor, materials, chemicals, tools, supplies, equipment, transportation, technical and professional services and supervision, and perform all operations necessary and required to satisfactorily perform the work specified herein, all in accordance with the specifications contained herein.
2. **COMPENSATION:** As full consideration for satisfactory performance by Contractor of this Agreement, the Town will pay Contractor compensation in the unit prices or lump sum prices for a total amount of **\$##,###.##** (## Thousand ## Hundred ##Dollars and ## Cents) in accordance with the prices set forth in Exhibit B, Pricing and Proposal Data, and with the payment provisions of this Agreement.
3. **TERM OF PERFORMANCE:** Time is of the essence for this Agreement. The contractor agrees to complete all work within the working days specified, commencing within five days from receipt of the Notice to Proceed.
4. **AUTHORIZATION:** Both the Town and Contractor do covenant that each individual executing this document by and on behalf of each party is a person duly authorized to execute Agreements for that party.
5. **REPORTING REQUIREMENTS:** If Contractor is an individual or sole proprietor, the Contractor must furnish its Social Security Number (SSN). If Contractor is a corporation or partnership, Contractor must furnish its Federal Employer Identification Number (FEIN). Complete the Taxpayer I.D. Number section below.

6. LIQUIDATED DAMAGES: Contractor agrees to pay liquidated damages to the Town at the rate of \$500 per calendar day under conditions defined in the Bidder's Proposal.

In witness whereof, the Town and Contractor have executed this Agreement on the date first above written.

If checked, Contractor shall complete the Contractor License Certification, attached hereto, giving the number, classification, and date of expiration of such license.

**CONTRACTOR**

By: \_\_\_\_\_

Name Printed: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Taxpayer I.D.:

SSN    \_\_\_\_ - \_\_\_\_ - \_\_\_\_\_

FEIN    \_\_\_\_ - \_\_\_\_\_

**TOWN**

By: \_\_\_\_\_

Date: \_\_\_\_\_



**CONTRACTOR LICENSE CERTIFICATION**

Pursuant to the Business and Professions Code of the State of California, Section 7030:

"Contractors are required by law to be licensed and regulated by the Contractor's State License Board. Any questions concerning a Contractor may be referred to the Registrar, Contractor's State License Board, 3132 Bradshaw Road, Sacramento, California, Mailing Address: P.O. Box 26000, Sacramento, California 95826."

The undersigned Contractor certifies that it is now licensed in accordance with the provisions of the Contractor's License Law of the State of California, and the number of said license is \_\_\_\_\_, and the classification of said license is \_\_\_\_\_, and the said license expires \_\_\_\_\_.

Company Name

Business Address

By: \_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Type or Print Name

\_\_\_\_\_  
Title

Dated: \_\_\_\_\_

Corporate Seal  
If Contractor is a Corporation)

State of Incorporation:  
\_\_\_\_\_

# EXHIBIT A

## AGREEMENT GENERAL CONDITIONS

### GC-1 INDEPENDENT CONTRACTOR

Contractor represents that it is fully experienced and properly qualified to perform the class of work provided for herein, and that it is properly licensed, equipped, organized, and financed to perform such work. Contractor shall act as an independent Contractor and not as the agent of the Town in performing the Agreement, maintaining complete control over its employees and all of its subcontractors. Nothing contained in this Agreement, or any sub-agreement awarded by Contractor shall create any Agreemental relationship between any such subcontractor and the Town. Contractor shall perform all work in accordance with its own methods subject to compliance with the Agreement.

### GC-2 LAWS

This Agreement shall be in accordance with the laws of the state of CALIFORNIA. Parties further stipulate that this Agreement was entered into in the state of CALIFORNIA and the state of CALIFORNIA is the only appropriate forum for any litigation as a result of breach hereof or any questions risen herefrom.

Contractor shall keep itself fully informed of, and shall observe and comply with, all laws, ordinances, and regulations which in any manner affect those engaged or employed on any work, or the materials and equipment used in any work, or in any way affect the performance of any work, and of all orders and decrees of agencies having any jurisdiction or authority over work performed under the Agreement.

If any discrepancy or inconsistency should be discovered between the Agreement and any such law, ordinance, regulation, order, or decree, Contractor shall immediately report the same in writing to the Town. Contractor shall be responsible for the compliance by subcontractors of all tiers with the above provisions of this article.

A. Special attention is directed to Part 7, Chapter 1, Article 2, Sections 1770 et. seq. of the Labor Code of the State of California.

B. Labor Discrimination: Attention is directed to Section 1735 of the Labor Code, which reads as follows:

No discrimination shall be made in the employment of persons upon public works because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex of such persons, except as provided in Section 12940 of the Government Code, and every Contractor for public works violating this Section is subject to all the penalties imposed for violation of this Chapter.

- C. The contractor shall comply with all applicable federal, state, and local laws, ordinances, rules, and regulations; and lawful orders of all authorities having jurisdiction for the safety of persons and protection of property.
- D. Contractor shall comply with Sections 12101 through 12901 of Title 22, California Administrative Code. Contractor shall warn all persons at the work site of their exposure to chemicals known to the state to cause cancer or birth defects or other reproductive harm. The contractor shall be responsible for compliance by its subcontractors with this Article.
- E. Contractor stipulates and agrees that pursuant to the provisions of Labor Code, Sections 1810 through 1815, eight (8) hours labor shall constitute a legal day's work, and no

worker shall be required or permitted to work more than eight (8) hours in any one (1) calendar day and forty (40) hours in any one (1) calendar week, except as provided for under Section 1815. Nothing in this provision shall be construed to relate to wage determination or in any way affect Agreemental provisions related to compensation.

Notwithstanding the Labor Code provisions set forth above, pursuant to Labor Code, Section 1815, work performed by employees of Contractor in excess of eight (8) hours per day and forty (40) hours during any one (1) week shall be permitted provided that compensation shall be made for all hours worked in excess of eight (8) hours per day at not less than one and one-half (1-1/2) times the basic rate of pay.

- F. Contractor shall be allowed to substitute securities for any monies withheld to ensure performance under this Agreement pursuant to Section 22300 of the California Public Agreements Code.
- G. Contractor shall be licensed under the provisions of Chapter 9, Division 3, of the Business and Professions Code of the State of California to do the type of work contemplated in the Project and shall be skilled and regularly engaged in the general class or type of work called for under the Agreement.

### **GC-3 PERMITS AND TAXES**

Contractor shall, unless otherwise provided elsewhere in the Agreement, at its expense, obtain all permits and licenses and pay all charges and fees necessary for the performance of the Agreement, and shall give all public notices necessary for the lawful performance of the Agreement.

Contractor shall pay all taxes, levies, duties, and assessments of every nature due in connection with any work under the Agreement, shall make any and all payroll deductions required by law, and shall indemnify and hold harmless the Town from any liability on account of any and all such taxes, levies, duties, assessments, and deductions.

#### **GC-4 INDEMNITY**

Contractor shall indemnify, defend, and hold harmless the Town and all its officers, agents, servants, employees and any other Town representatives, and each of them, from and against any and all suits, actions, legal or administrative proceedings, claims, demands, consequential damages, liabilities, interest, attorneys' fees, costs and expenses of whatsoever kind or nature whether arising before or after final acceptance of the work hereunder and in any manner directly or indirectly caused, occasioned, or contributed to or claimed to be caused, occasioned, or contributed to in whole or in part by reason of any act, omission, fault, or negligence whether active or passive of Contractor, or of anyone acting under its direction, control, or on its behalf including subcontractors in connection with or incident to the performance of this Agreement without limiting the generality of the foregoing, the same shall include injury to or death of any person or persons and damage to any property, regardless of where located, including without limitation the property of the Town, Contractor's employees, and all other persons. The contractor's aforesaid indemnity and hold harmless agreement shall not be applicable to any liability caused by the active negligence or willful misconduct of the Town or its officers, agents, servants, employees, or any other Town's representative.

The contractor shall include in each agreement with each of its subcontractors at all tiers, a provision requiring that the subcontractor indemnify the Town as stated in this Article.

#### **GC-5 SUBAGREEMENTS**

No subcontract shall be entered into and Contractor shall not substitute any person as subcontractor in place of a subcontractor so listed in the Agreement provided that the Town, at its discretion, may consent to a subcontractor substitution. No subcontracts at any tier shall relieve Contractor of any of its liabilities or obligations under the Agreement, and Contractor agrees that it is fully responsible to the Town for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by them in the performance of the Agreement.

Nothing contained in the Agreement shall create any contractual relationship between any subcontractor and the Town.

#### **GC-6 TERMINATION**

The Town may, at its option, cancel and terminate the Agreement in whole or in part at any time by written notice thereof to Contractor, whether or not Contractor is in default. Upon any such cancellation and termination, Contractor shall waive any claims for damages, including loss of anticipated profits, on account thereof, but as the sole right and remedy of Contractor and the Town, the Town shall pay Contractor all amounts due and not previously paid to Contractor for work completed in accordance with the Agreement prior to such notice, and for work thereafter completed as specified in such notice.

Said termination shall be without prejudice to any other remedies available to the Town.

## **GC-7 SAFETY**

In accordance with generally accepted construction practices and state law, Contractor shall be solely and completely responsible for conditions on the jobsite, including safety of all persons and property during performance of the work. The contractor shall, at all times, keep the premises occupied by it and access to such premises in a neat, clean, and safe condition. This requirement shall apply continuously and not be limited to normal working hours.

All work and materials shall be in strict accordance with all applicable state, Town, county, and federal rules, regulations, and codes, and attention is drawn to the requirements of OSHA.

Contractor is hereby informed that work on this Project could be hazardous. The contractor shall carefully instruct all personnel working in potentially hazardous work areas as to potential dangers and shall provide such necessary safety equipment and instructions as are necessary to prevent injury to personnel and damage to property. Special care shall be exercised relative to work underground.

## **GC-8 WARRANTY**

Contractor warrants that the work performed pursuant to the Agreement shall be of the quality specified or of the highest quality if no quality is specified, and shall conform to the specifications, drawings, samples, and other descriptions set forth in the Agreement. Contractor warrants all equipment and materials furnished by it and all work performed by it under the Agreement against defective design (unless furnished by the Town), materials, and workmanship for a period of one (1) year from and after final acceptance regardless of whether the same were furnished or performed by Contractor or by any of its subcontractors or suppliers of any tier.

## **GC-9 SUBMITTALS**

Contractor shall submit within the time specified at its own expense all shop drawings and supporting data, catalogs, and schedules, and these shall be submitted as the instruments of Contractor, who shall be responsible for their accuracy and completeness. These submittals may be prepared by Contractor, subcontractors, or suppliers, but Contractor shall ascertain that submittals meet all of the requirements of the Agreement while conforming to structural, space, and access conditions at the point of installation. Contractor shall check all submittals before submitting them to the Town.

## **GC-10 LIENS**

If at any time any notices of lien are filed for labor performed or materials or equipment manufactured, furnished, or delivered to or for the work, Contractor shall at its own cost and expense, promptly discharge, remove, or otherwise dispose of the same, and until such discharge, removal, or disposition, the Town shall have the right to retain from any

monies payable to Contractor an amount which, in the Town's sole judgment, it deems necessary to satisfy such liens and pay the costs and expenses, including attorneys' fees, of defending any actions brought to enforce the same, or incurred in connection therewith or by reason thereof.

## **GC-11 BONDS AND INSURANCE**

- A. Contractor shall, prior to the execution of the contract, furnish two bonds in a form approved by the Town, one in the amount of One Hundred Percent (100%) of the contract price to guarantee the faithful performance of the work, and one in the amount of One Hundred Percent (100%) of the contract price to guarantee payment of all claims for labor and materials furnished.

Additionally, Contractor shall, prior to the execution of the contract, furnish bond in a form approved by the Town, in the amount of Ten Percent (10%) of the contract price to protect the Town against the results of defective materials or workmanship for a period of 1 year after completion and acceptance.

- B. Contractor shall, at its expense, procure and maintain insurance in insurance companies with a Best's Insurance Rating of A:VII or better on all of its operations under this Agreement for the duration of the work and the warranty period as follows:

1. Workers' Compensation and Employers Liability Insurance. Workers' Compensation Insurance shall be provided as required by any applicable law or regulation. Employers Liability Insurance shall be provided in amounts not less than \$1,000,000 each accident for bodily injury by accident, \$1,000,000 policy limit for bodily injury by disease, and \$1,000,000 each employee for bodily injury by disease.

The insurer shall waive all rights of subrogation against the Town, its officers, directors, and employees.

If there is any risk of injury to Contractor's employees under the U.S. Longshoremen's and Harbor Workers' Compensation Act, the Jones Act or under other laws, regulations or statutes applicable to maritime employees, coverage shall be included for such injuries or claims.

2. General Liability Insurance. Contractor shall carry general liability insurance in any combination of primary, excess or umbrella insurance, covering all operations by or on behalf of Contractor for the limits of liability not less than \$1,000,000 per occurrence. If the policy has a general aggregate limit, the aggregate limit shall apply separately to this project.

Coverage shall be at least as broad as Insurance Services Office Commercial General Liability coverage "occurrence" form CG 0001. Contractor's coverage shall be "occurrence" coverage and not "claims made" coverage. Coverage shall include, or be endorsed to include, coverage for personal injury liability

assumed under Agreement. The policy shall also include liability arising out of the use and operation of any Town-furnished equipment by Contractor, its personnel and others.

The Town, its officers, directors and employees shall be named as additional insureds on Contractor's policy by a policy provision or endorsement providing coverage at least as broad as Insurance Services Office "Additional Insured - Owners, Lessees or Contractors (Form B) endorsement Number CG 2010."

The required additional insured coverages for the Town, its officers, directors, and employees shall stipulate that the insurance afforded the additional insureds shall apply as primary insurance and that any other insurance or self-insurance maintained by the Town shall be excess only and shall not be called upon to contribute with Contractor's insurance.

3. Automobile Liability Insurance. Contractor shall carry Automobile Liability Insurance in any combination of primary, excess or umbrella insurance, provided the coverage is at least as broad as the liability coverage of Insurance Services Office Business Automobile Liability, Symbol #1 "any auto" (form number CA 0001), in an amount not less than \$1,000,000 per occurrence. The policy shall also include liability arising out of the use and operation of Town-furnished vehicles by Contractor, its personnel and others.

The Town, its officers, directors and employees shall be named as additional insureds on Contractor's policy by a policy provision or endorsement providing coverage at least as broad as Insurance Services Office "Additional Insured - Owners, Lessees or Contractors (Form B) endorsement Number CG 2010."

The required additional insured coverages for the Town, its officers, directors, and employees shall stipulate that the insurance afforded the additional insureds shall apply as primary insurance and that any other insurance or self-insurance maintained by the Town shall be excess only and shall not be called upon to contribute with Contractor's insurance.

C. The following provisions shall also apply:

1. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days' prior written notice has been given to the Town.
2. Contractor shall furnish the Town with original, signed certificates and original, signed amendatory endorsements effecting coverage required by this clause, and all such certificates and endorsements are to be received and reviewed by the

Town before any work is commenced hereunder by Contractor. The certificates and amendatory endorsements shall be signed by an individual who is authorized to bind the insurer.

3. Amendatory endorsements to be furnished to the Town include:
  - a. The policy provision or the additional insured endorsement adding the Town, its officers, directors, and employees. If coverage for the Town is written as a separate Owners and Contractors Protective Liability policy, the complete, original policy shall be provided.
  - b. The policy provision stating that such insurance applies as primary insurance and will not call upon other insurance or self-insurance maintained by the Town for contribution.
  - c. Thirty (30)-day cancellation notice to the Town.
4. The Town reserves the right to require complete, certified copies of all required insurance policies at any time.
5. All insurance correspondence, notices, certificates, and endorsements from the insurance carriers shall each separately reference "All Town Operations" or "All Town Projects."
6. In the event Contractor fails to comply with this Section, the Town may take such action as the Town deems necessary to protect the Town's interest. Such action may include but is not limited to termination of the Agreement, withholding of payments, or other actions as the Town deems appropriate.

## **GC-12 PAYMENTS**

Contractor will be paid within thirty (30) calendar days after the Town receives the invoice(s) and all required supporting documentation. Payment will be made by the Town provided that the work is satisfactory and accepted by the Town and that the Agreement is free of all liens and encumbrances.

### **\*\* If \$5,000 or more, include the following two paragraphs**

The Town will retain five percent (5%) of the invoiced work done as part security for the fulfillment of the Agreement by Contractor. At any time after fifty percent (50%) of the value of the total work has been exceeded, and if the Town finds that satisfactory progress is being made and so recommends, the Town may reduce the total amount to be retained from payments. However, at no time shall such retention be established at less than five percent (5%) of the total estimated value of said work and materials. Any reduction in retention is discretionary and may at any time be again increased to the maximum limits otherwise specified.



### **GC-13 COOPERATION WITH OTHERS**

The Town, other Contractors, and other subcontractors may be working at the site during the performance of this Agreement, and Contractor's work may be interfered with as a result of such concurrent activities. The Town reserves the right to require the Contractor to schedule the order of performance of its work in such manner as will minimize interference with the work of any of the parties involved, at no extra cost to the Town.

Contractor may elect to have funds that the Town would otherwise withhold from progress payments deposited in an escrow account in accordance with Section 22300 of the California Public Agreements Code. The contractor shall make a written request to the Town.

## **EXHIBIT B**

### **PRICING AND PROPOSAL DATA**

The total compensation to be paid to Contractor for the services described in Bidder's Proposal and covered by this Agreement shall be in the unit prices or lump sum prices stated in the Bid Schedule for a total amount of **##,###.##**. No adjustments to this cost shall be allowed unless authorized by the Town representative in writing.