

INVITATION FOR BIDS



FOR CONSTRUCTION OF

LOWER COLGAN CREEK RESTORATION PHASE 3

**CITY CONTRACT NUMBER
C01946**

ISSUED BY
**CAPITAL PROJECTS ENGINEERING DIVISION
CITY OF SANTA ROSA, CALIFORNIA**

2025

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Notice Inviting Bids

1. **Bid Submission.** City of Santa Rosa (“City”) will accept sealed bids for its Lower Colgan Creek Restoration – Phase 3 Project (“Project”), before **March 4, 2025, at 2:00 p.m.**, at its Transportation and Public Works office, located at 69 Stony Circle, Santa Rosa, California, at which time the bids will be publicly opened and read aloud. Bidders may attend the public opening in person.
2. **Project Information.**
 - 2.1 **Location and Description.** The Project is located at Lower Colgan Creek between Boron Avenue and Dutton Meadow and includes re-creating natural channel dimensions and patterns, installing habitat features for fish and wildlife, and re-establishing a native riparian forest. Human elements include the creation of a bicycle/ pedestrian path, pedestrian bridge and increased flood conveyance in the creek. The project is the third phase of a three-phase project.
 - 2.2 **Time for Final Completion.** The Project must be fully completed within **100 Working Days** from the start date set forth in the Notice to Proceed. City anticipates that the Work will begin on or about June 02, 2025, but the anticipated start date is provided solely for convenience and is neither certain nor binding. Work within the riparian zone shall be confined to the dry season defined as the time from June 15th to October 15th.
 - 2.3 **Estimated Cost.** The estimated construction cost is **\$6,456,000.00**.
3. **License, Registration and Experience Requirements.**
 - 3.1 **License.** This Project requires a valid California contractor’s license for the following classification(s): **Class A**
 - 3.2 **DIR Registration.** City may not accept a Bid Proposal from or enter into the Contract with a bidder, without proof that the bidder is registered with the California Department of Industrial Relations (“DIR”) to perform public work pursuant to Labor Code § 1725.5, subject to limited legal exceptions.
 - 3.3 **Experience.** Contractor shall have extensive experience performing major creek restoration work. This includes at least three (3) projects with more than 300 lineal feet of in stream restoration work as a general contractor (Note: Maintenance related projects such as dredging and/or vegetation removal does not count as stream restoration work).
4. **Contract Documents.** The plans, specifications, bid forms and contract documents for the Project, and any addenda thereto (“Contract Documents”) may be downloaded from the City’s PlanetBids portal, which may be accessed by selecting the “Bid/Proposal Opportunities” link on the City’s website at <https://www.srcity.org/165/Bids-Proposals>. A printed copy of the Contract Documents is not available.

5. **Bid Security.** The Bid Proposal must be accompanied by bid security of ten percent of the maximum bid amount, in the form of a cashier's or certified check made payable to City, or a bid bond executed by a surety licensed to do business in the State of California on the Bid Bond form included with the Contract Documents. The bid security must guarantee that within ten days following receipt of the City's Notice of Award, the successful bidder will execute the Contract and submit the payment and performance bonds, insurance certificates and endorsements, valid Certificates of Reported Compliance as required under the California Air Resources Board's In-Use Off-Road Diesel-Fueled Fleets Regulation (13 CCR § 2449 et seq.) ("Off-Road Regulation"), if applicable, and any other submittals required by the Contract Documents and as specified in the Notice of Award.
6. **Prevailing Wage Requirements.**
 - 6.1 **General.** Pursuant to California Labor Code § 1720 et seq., this Project is subject to the prevailing wage requirements applicable to the locality in which the Work is to be performed for each craft, classification or type of worker needed to perform the Work, including employer payments for health and welfare, pension, vacation, apprenticeship and similar purposes.
 - 6.2 **Rates.** The prevailing rates are on file with the City and are available online at <http://www.dir.ca.gov/DLSR>. Each Contractor and Subcontractor must pay no less than the specified rates to all workers employed to work on the Project. The schedule of per diem wages is based upon a working day of eight hours. The rate for holiday and overtime work must be at least time and one-half.
 - 6.3 **Compliance.** The Contract will be subject to compliance monitoring and enforcement by the DIR, under Labor Code § 1771.4.
7. **Performance and Payment Bonds.** The successful bidder will be required to provide performance and payment bonds, each for 100% of the Contract Price, as further specified in the Contract Documents.
8. **Substitution of Securities.** Substitution of appropriate securities in lieu of retention amounts from progress payments is permitted under Public Contract Code § 22300.
9. **Subcontractor List.** Each Subcontractor must be registered with the DIR to perform work on public projects. Each bidder must submit a completed Subcontractor List form with its Bid Proposal, including the name, location of the place of business, California contractor license number, DIR registration number, and percentage of the Work to be performed (based on the base bid price) for each Subcontractor that will perform Work or service or fabricate or install Work for the prime contractor in excess of one-half of 1% of the bid price, using the Subcontractor List form included with the Contract Documents.
10. **Instructions to Bidders.** All bidders should carefully review the Instructions to Bidders for more detailed information before submitting a Bid Proposal. The definitions provided in Article 1 of the General Conditions apply to all of the Contract Documents, as defined therein, including this Notice Inviting Bids.

11. **Bidders' Conference.** A bidders' conference will be held on **February 25, 2025 at 11:00 a.m.**, at the following location: Transportation and Public Works Department located at 69 Stony Circle, Santa Rosa, to acquaint all prospective bidders with the Contract Documents and the Worksite. The bidders' conference is not mandatory. A bidder who fails to attend a mandatory bidders' conference may be disqualified from bidding.

By: 
Sara Mathews (Feb 6, 2025 08:03 PST)
Sara Mathews, Supervising Engineer

Date: Feb 6, 2025

Publication Date: February 7, 2025

END OF NOTICE INVITING BIDS

Instructions to Bidders

Each Bid Proposal submitted to the City of Santa Rosa ("City") for its Lower Colgan Creek Restoration – Phase 3 Project ("Project") must be submitted in accordance with the following instructions and requirements:

1. Bid Submission.

- 1.1 General.** Each Bid Proposal must be completed, using the form provided in the Contract Documents, signed, and submitted to City in a sealed envelope, with all required forms and attachments, before the date and time set forth in Section 1 of the Notice Inviting Bids, or as amended by subsequent addendum. Faxed or emailed Bid Proposals will not be accepted, unless otherwise specified. Late submissions (i.e., submissions at or after the exact hour of bid opening) will be returned unopened. City reserves the right to postpone the date or time for receiving or opening bids. Each bidder is solely responsible for all of its costs to prepare and submit its bid and by submitting a bid waives any right to recover those costs from City. The bid price(s) must include all costs to perform the Work as specified, including all labor, material, supplies, and equipment and all other direct or indirect costs such as applicable taxes, insurance and overhead.
- 1.2 Vendor Registration.** To participate in the bidding process, each bidder must register as a vendor on PlanetBids, download the Contract Documents, and add itself to the "Prospective Bidders" list for the Project. If City issues an addendum, each bidder must log in to PlanetBids and acknowledge the addendum. (See Section 8, below.)
- 1.3 Bid Envelope.** The sealed envelope containing the Bid Proposal and all required forms and attachments must be clearly labeled and addressed as follows:

BID PROPOSAL:

Lower Colgan Creek Restoration – Phase 3 Project
Contract No. C01946

Transportation and Public Works Department
69 Stony Circle
Santa Rosa, California 95401
Attn: Joyce Brandvold

The envelope must also be clearly labeled, as follows, with the bidder's name, address, and its registration number with the California Department of Industrial Relations ("DIR") for bidding on public works contracts (Labor Code §§ 1725.5 and 1771.1):

[Contractor company name]

[street address]

[city, state, zip code]

DIR Registration No: _____

- 1.4 DIR Registration.** Subject to limited legal exceptions for joint venture bids and federally-funded projects, City may not accept a Bid Proposal from a bidder without proof that the bidder is registered with the DIR to perform public work under Labor Code § 1725.5. If City is unable to confirm that the bidder is currently registered with the DIR, City may disqualify the bidder and return its bid unopened. (Labor Code §§ 1725.5 and 1771.1(a).)
 - 1.5 Bid Tabulation.** To access the bid tabulation when available, visit www.srcity.org/bids. Click the link to “Capital Projects Bid Results” under the Capital Projects heading.
- 2. Bid Proposal Form and Enclosures.** Each Bid Proposal must be completed legibly using the Bid Proposal form included with the Contract Documents. The Bid Proposal form must be fully completed without interlineations, alterations, or erasures. Any necessary corrections must be clear and legible and must be initialed by the bidder’s authorized representative. A Bid Proposal submitted with exceptions or terms such as “negotiable,” “will negotiate,” or similar, will be considered nonresponsive. Each Bid Proposal must be accompanied by bid security, as set forth in Section 4 below, and by a completed Subcontractor List and Non-Collusion Declaration using the forms included with the Contract Documents, and any additional forms required by the Notice Inviting Bids or Instructions to Bidders, such as the Contractor Agreement to be Bound by the CWA, executed by bidder, using the form included in the Contract Documents, if applicable.
- 3. Authorization and Execution.** Each Bid Proposal must be signed by the bidder’s authorized representative. A Bid Proposal submitted by a partnership must be signed in the partnership name by a general partner with authority to bind the partnership. A Bid Proposal submitted by a corporation must be signed with the legal name of the corporation, followed 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, under California Corporations Code § 313.
- 4. Bid Security.** Each Bid Proposal must be accompanied by bid security of ten percent of the maximum bid amount, in the form of a cashier’s check or certified check, made payable to the City, or bid bond using the form included in the Contract Documents and executed by a surety licensed to do business in the State of California. The bid security must guarantee that, within ten days following receipt of the City’s Notice of Award, the bidder will: execute and submit the enclosed Contract for the bid price; submit payment and performance bonds for 100% of the maximum Contract Price; submit the insurance certificates and endorsements; and submit valid Certificates of Reported Compliance as required by the Off-Road Regulation, if applicable, and any other submittals, if any, required by the Contract Documents or the Notice of Award. A Bid Proposal may not be withdrawn for a period of 60 days after the bid opening without forfeiture of the bid security, except as authorized for material error under Public Contract Code § 5100 et seq.
- 5. Requests for Information.** Questions or requests for clarifications regarding the Project, the bid procedures, or any of the Contract Documents must be submitted in writing to City via the PlanetBids platform. Oral responses are not authorized and are not binding on the City. Bidders should submit any such written inquiries at least five Working Days before the scheduled bid opening. Questions received any later might not be addressed before the bid deadline. An interpretation or clarification by City in response to a written inquiry will be issued in an addendum.

6. Pre-Bid Investigation.

- 6.1 General.** Each bidder is solely responsible at its sole expense for diligent and thorough review of the Contract Documents, examination of the Project site, and reasonable and prudent inquiry concerning known and potential site and area conditions prior to submitting a Bid Proposal. Each bidder is responsible for knowledge of conditions and requirements which reasonable review and investigation would have disclosed. However, except for any areas that are open to the public at large, bidders may not enter property owned or leased by the City or the Project site without prior written authorization from City.
- 6.2 Document Review.** Each bidder is responsible for review of the Contract Documents and any informational documents provided “For Reference Only,” e.g., as-builts, technical reports, test data, and the like. A bidder is responsible for notifying City of any errors, omissions, inconsistencies, or conflicts it discovers in the Contract Documents, acting solely in its capacity as a contractor and subject to the limitations of Public Contract Code § 1104. Notification of any such errors, omissions, inconsistencies, or conflicts must be submitted in writing to the City no later than five Working Days before the scheduled bid opening. (See Section 5, above.) City expressly disclaims responsibility for assumptions a bidder might draw from the presence or absence of information provided by City.
- 6.3 Project Site.** Questions regarding the availability of soil test data, water table elevations, and the like should be submitted to the City in writing, as specified in Section 5, above. Any subsurface exploration at the Project site must be done at the bidder’s expense, but only with prior written authorization from City. All soil data and analyses available for inspection or provided in the Contract Documents apply only to the test hole locations. Any water table elevation indicated by a soil test report existed on the date the test hole was drilled. The bidder is responsible for determining and allowing for any differing soil or water table conditions during construction. Because groundwater levels may fluctuate, difference(s) in elevation between ground water shown in soil boring logs and ground water actually encountered during construction will not be considered changed Project site conditions. Actual locations and depths must be determined by bidder’s field investigation. The bidder may request access to underlying or background information on the Project site in City’s possession that is necessary for the bidder to form its own conclusions, including, if available, record drawings or other documents indicating the location of subsurface lines, utilities, or other structures.
- 6.4 Utility Company Standards.** The Project must be completed in a manner that satisfies the standards and requirements of any affected utility companies or agencies (collectively, “utility owners”). The successful bidder may be required by the third party utility owners to provide detailed plans prepared by a California registered civil engineer showing the necessary temporary support of the utilities during coordinated construction work. Bidders are directed to contact the affected third party utility owners about their requirements before submitting a Bid Proposal.

7. **Bidders Interested in More Than One Bid.** No person, firm, or corporation may submit or be a party to more than one Bid Proposal unless alternate bids are specifically called for. However, a person, firm, or corporation that has submitted a subcontract proposal or quote to a bidder may submit subcontract proposals or quotes to other bidders.
8. **Addenda.** Subject to the limitations of Public Contract Code § 4104.5, City reserves the right to issue addenda prior to bid time. Any addenda issued prior to the bid opening are part of the Contract Documents. Bidders should check City's PlanetBids portal periodically for any addenda or updates on the Project, which may be accessed via City's website at: <https://www.srcity.org/165/Bids-Proposals>. Each bidder is solely responsible for ensuring it has received and reviewed all addenda prior to submitting its bid and must acknowledge each addendum in the PlanetBids portal.
9. **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 substitution. 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 lawfully be designated by a specific brand or trade name under Public Contract Code § 3400(c).
10. **Bid Protest.** Any bid protest against another bidder must be submitted in writing and received by City at the Transportation and Public Works Department, 69 Stony Circle, Santa Rosa, CA 95401, attention: Sara Mathews, or sent via email at smathews@srcity.org before 5:00 p.m. no later than two Working Days following bid opening ("Bid Protest Deadline") and must comply with the following requirements:
 - 10.1 **General.** Only a bidder who has actually submitted a Bid Proposal is eligible to submit a bid protest against another bidder. Subcontractors are not eligible to submit bid protests. A bidder may not rely on the bid protest submitted by another bidder, but must timely pursue its own protest. For purposes of this Section 10, a "Working Day" means a day that City is open for normal business, and excludes weekends and holidays observed by City. Pursuant to Public Contract Code § 4104, inadvertent omission of a Subcontractor's DIR registration number on the Subcontractor List form is not grounds for a bid protest, provided it is corrected within 24 hours of the bid opening or as otherwise provided under Labor Code § 1771.1(b).
 - 10.2 **Protest Contents.** The bid protest must contain a complete statement of the basis for the protest and must include all supporting documentation. Material submitted after the Bid Protest Deadline will not be considered. The protest must refer to the *specific* portion or portions of the Contract Documents upon which the protest is based. The protest must include the name, address, email address, and telephone number of the protesting bidder and any person submitting the protest on behalf of or as an authorized representative of the protesting bidder.

- 10.3 Copy to Protested Bidder.** Upon submission of its bid protest to City, the protesting bidder must also concurrently transmit the protest and all supporting documents to the protested bidder, and to any other bidder who has a reasonable prospect of receiving an award depending upon the outcome of the protest, by email or hand delivery to ensure delivery before the Bid Protest Deadline.
- 10.4 Response to Protest.** The protested bidder may submit a written response to the protest, provided the response is received by City before 5:00 p.m., within two Working Days after the Bid Protest Deadline or after actual receipt of the bid protest, whichever is sooner (the "Response Deadline"). The response must attach all supporting documentation. Material submitted after the Response Deadline will not be considered. The response must include the name, address, email address, and telephone number of the person responding on behalf of or representing the protested bidder if different from the protested bidder.
- 10.5 Copy to Protesting Bidder.** Upon submission of its response to the bid protest to the City, the protested bidder must also concurrently transmit by email or hand delivery, by or before the Response Deadline, a copy of its response and all supporting documents to the protesting bidder and to any other bidder who has a reasonable prospect of receiving an award depending upon the outcome of the protest.
- 10.6 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. A bidder's failure to comply with these procedures will constitute a waiver of any right to further pursue a bid protest, including filing a Government Code Claim or initiation of legal proceedings.
- 10.7 Right to Award.** City reserves the right, acting in its sole discretion, to reject any bid protest that it determines lacks merit, to award the Contract to the bidder it has determined to be the responsible bidder submitting the lowest responsive bid, and to issue a Notice to Proceed with the Work notwithstanding any pending or continuing challenge to its determination.
- 11. Reservation of Rights.** Subject to the provisions of its charter and the Santa Rosa City Code ("City Code"), City reserves the unfettered right, acting in its sole discretion, to waive or to decline to waive any immaterial bid irregularities; to accept or reject any or all bids; to cancel or reschedule the bid; to postpone or abandon the Project entirely; or to perform all or part of the Work with its own forces. The Contract will be awarded, if at all, within 60 days after opening of bids or as otherwise specified in the Special Conditions, to the responsible bidder that submitted the lowest responsive bid. Any planned start date for the Project represents the City's expectations at the time the Notice Inviting Bids was first issued. City is not bound to issue a Notice to Proceed by or before such planned start date, and it reserves the right to issue the Notice to Proceed when the City determines, in its sole discretion, the appropriate time for commencing the Work. The City expressly disclaims responsibility for any assumptions a bidder might draw from the presence or absence of information provided by the City in any form. Each bidder is solely responsible for its costs to prepare and submit a bid, including site investigation costs.

- 12. Bonds.** Within ten calendar days following receipt of the Notice of Award, the successful bidder must submit payment and performance bonds to City as specified in the Contract Documents using the bond forms included in the Contract Documents. All required bonds must be calculated on the maximum total Contract Price as awarded, including additive alternates, if applicable.
- 13. License(s) and Certificate(s).** The successful bidder and its Subcontractor(s) must possess the California contractor's license(s) in the classification(s) required by law to perform the Work. The successful bidder must also obtain a City business tax certificate, issued pursuant to Chapter 6.04 of the City Code before performing any Work on the Project. Subcontractors must also obtain a City business tax certificate before performing any Work.
- 14. Ineligible Subcontractor.** Any Subcontractor who is ineligible to perform work on a public works project under Labor Code §§ 1777.1 or 1777.7 is prohibited from performing work on the Project.
- 15. Safety Orders.** If the Project includes construction of a pipeline, sewer, sewage disposal system, boring and jacking pits, or similar trenches or open excavations, which are five feet or deeper, each bid must include a bid item for adequate sheeting, shoring, and bracing, or equivalent method, for the protection of life or limb, which comply with safety orders as required by Labor Code § 6707.
- 16. In-Use Off-Road Diesel-Fueled Fleets.** If the Project involves the use of vehicles subject to the California Air Resources Board's In-Use Off-Road Diesel-Fueled Fleets Regulation (13 CCR § 2449 et seq.) ("Off-Road Regulation"), then within ten calendar days following receipt of the Notice of Award, the successful bidder must submit to City valid Certificates of Reported Compliance for its fleet and its listed Subcontractors, if applicable, in accordance with the Off-Road Regulation, unless exempt under the Off-Road Regulation.
- 17. Community Workforce Agreement (If Applicable).** If the Project is subject to the City's Community Workforce Agreement ("CWA"), each bidder must submit with its bid an executed Contractor Agreement to be Bound by the CWA, using the form attached to the CWA as Appendix A. The CWA is attached to the Contract Documents and incorporated herein by reference. Each bidder must provide a copy of the CWA to its Subcontractors, and the successful bidder and its Subcontractors must comply with the CWA. Entering into the CWA is a condition of award of the Contract for the Project.
- This Project is subject to the City's CWA. Submit an executed Contractor Agreement to be Bound, using the form attached to the CWA as Appendix A, with the bid.
- This Project is not subject to the City's CWA.
- 18. Bid Schedule.** Each bidder must complete the Bid Schedule form with unit prices as indicated and submit the completed Bid Schedule with its Bid Proposal.
- .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 Schedule 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 Schedule 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 Schedule 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 Schedule 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 § 5100 et seq.

- .2 **Estimated Quantities.** Unless identified as a “Final Pay Quantity,” the quantities shown on the Bid Schedule 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 Work based on the itemized or unit prices provided in the Bid Schedule, with no allowance for anticipated profit for quantities that are deleted or decreased, and no increase in the unit price, and without regard to the percentage increase or decrease of the estimated quantity and the actual quantity.
- .3 **Bid Item Description.** The descriptions of bid items in the Specifications are not intended as exclusive descriptions of the Work. Each bidder must determine, and include in its unit pricing, all things necessary and incidental for the timely performance and completion of the Work as specified in the Contract Documents, including, but not limited to, all necessary labor, materials, supplies, tools, equipment, transportation, facilities, and utilities, unless otherwise specified.

19. **For Reference Only.** The following documents are provided “For Reference Only,” as defined in Section 3.4 of the General Conditions:
- Phase I Environmental Site Assessment, Colgan Creek Restoration Project, Santa Rosa, California, Brunsing Associates, Inc., April 25, 2011
 - Geotechnical Investigation and Environmental Assessment, Lower Colgan Creek Restoration Project, Santa Rosa, CA, Brunsing Associates, Inc., May 5, 2011
 - Community Workforce Agreement (CWA)

END OF INSTRUCTIONS TO BIDDERS

Bid Proposal

Lower Colgan Creek Restoration – Phase 3 Project

_____ (“Bidder”) hereby submits this Bid Proposal to the City of Santa Rosa (“City”) for the above-referenced project (“Project”) in response to the Notice Inviting Bids and in accordance with the Contract Documents referenced in the Notice.

1. **Base Bid.** Bidder proposes to perform and fully complete the Work for the Project as specified in the Contract Documents, within the time required for full completion of the Work, including all labor, materials, supplies, and equipment and all other direct or indirect costs including, but not limited to, taxes, insurance and all overhead, for the following price (“Base Bid”): \$_____.
2. **Addenda.** Bidder agrees that it has confirmed receipt of or access to, and reviewed, all addenda issued for this bid, as evidenced by its acknowledgement of each addendum on the City’s PlanetBids portal. Bidder waives any claims it might have against the City based on its failure to receive, access, or review any addenda for any reason.
3. **Bidder’s Certifications and Warranties.** By signing and submitting this Bid Proposal, Bidder certifies and warrants the following:
 - 3.1 **Examination of Contract Documents.** Bidder has thoroughly examined the Contract Documents and represents that, to the best of Bidder’s knowledge, there are no errors, omissions, or discrepancies in the Contract Documents, subject to the limitations of Public Contract Code § 1104.
 - 3.2 **Examination of Worksite.** Bidder has had the opportunity to examine the Worksite and local conditions at the Project location.
 - 3.3 **Bidder Responsibility.** Bidder is a responsible bidder, with the necessary ability, capacity, experience, skill, qualifications, workforce, equipment, and resources to perform or cause the Work to be performed in accordance with the Contract Documents and within the Contract Time.
 - 3.4 **Responsibility for Bid.** Bidder has carefully reviewed this Bid Proposal and is solely responsible for any errors or omissions contained in its completed bid. All statements and information provided in this Bid Proposal and enclosures are true and correct to the best of Bidder’s knowledge.
 - 3.5 **Nondiscrimination.** In preparing this bid, the Bidder has not engaged in discrimination against any prospective or present employee or Subcontractor on grounds of race, color, ancestry, national origin, ethnicity, religion, sex, sexual orientation, age, disability, or marital status.
 - 3.6 **Iran Contracting Act.** If the Contract Price exceeds \$1,000,000, Bidder is not identified on a list created under the Iran Contracting Act, Public Contract Code § 2200 et seq. (the “Act”), as a person engaging in investment activities in Iran, as defined in the Act, or is otherwise expressly exempt under the Act.
4. **Award of Contract.** By signing and submitting this Bid Proposal, Bidder agrees that, if City issues the Notice of Award to Bidder, then within ten days following receipt of the Notice of Award, Bidder will do all of the following:

- 4.1 Execute Contract.** Enter into the Contract with City in accordance with the terms of this Bid Proposal, by signing and submitting to City the Contract prepared by City using the form included with the Contract Documents;
 - 4.2 Submit Required Bonds.** Submit to City a payment bond and a performance bond, each for 100% of the Contract Price, using the bond forms provided and in accordance with the requirements of the Contract Documents;
 - 4.3 Insurance Requirements.** Submit to City the insurance certificate(s) and endorsement(s) as required by the Contract Documents; and
 - 4.4 Certificates of Reported Compliance.** Submit to City valid Certificates of Reported Compliance for its fleet and its listed Subcontractors, if applicable, if the Project involves the use of vehicles subject to the Off-Road Regulation.
- 5. Bid Security.** As a guarantee that, if awarded the Contract, Bidder will perform its obligations under Section 4 above, Bidder is enclosing bid security in the amount of ten percent of its maximum bid amount in one of the following forms (check one):

_____ A cashier's check or certified check payable to City and issued by _____ [Bank name] in the amount of \$ _____.

_____ A bid bond, using the Bid Bond form included with the Contract Documents, payable to City and executed by a surety licensed to do business in the State of California.

This Bid Proposal is hereby submitted on _____, 20__.

s/ _____ Name and Title

s/ _____ Name and Title
[See Section 3 of Instructions to Bidders]

_____ License #, Expiration Date & Classification
 Company Name

_____ DIR Registration #
 Address

_____ Phone
 City, State, Zip

_____ Contact Email
 Contact Name

END OF BID PROPOSAL

Bid Schedule

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

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

BID ITEM NO.	ITEM DESCRIPTION	EST. QTY.	UNIT	UNIT COST	EXTENDED TOTAL AMOUNT
1	TRAFFIC CONTROL	1	LS		
2	WATER POLLUTION CONTROL	1	LS		
3	WORKSITE DEWATERING PLAN AND IMPLEMENTATION	1	LS		
4	CREEK BYPASS PLAN AND IMPLEMENTATION	1	LS		
5	CLEARING AND GRUBBING	1	LS		
6	REMOVE NON-NATIVE VEGETATION	1	LS		
7	TREE REMOVAL	1	LS		
8	EXCAVATION (F)	40,822	CY		
9	SOIL DISPOSAL (F)	27,614	CY		
10	SOIL STABILIZATION FABRIC	20,230	SF		
11	EROSION CONTROL FABRIC	105,984	SF		
12	STRAW WATTLES	2,930	LF		
13	HYDROSEEDING	370,643	SF		
14	CLASS 2 AGGREGATE BASE (F)	1,187	CY		
15	BLUE SHALE (F)	733	CY		
16	PCC PAVEMENT	24,661	SF		
17	JUNCTION BOX	2	EA		
18	PEDESTRIAN BRIDGE ABUTMENTS	2	EA		
19	PEDESTRIAN BRIDGE DESIGN, DELIVERY, INSTALLATION & DECKING	1	LS		
20	18-INCH CMP STORM DRAINPIPE	100	LF		
21	24-INCH CMP STORM DRAINPIPE	85	LF		
22	FLAP GATES	2	EA		
23	DOUBLE LOG STRUCTURE	14	EA		
24	TRIPLE LOG STRUCTURE	11	EA		

BID ITEM NO.	ITEM DESCRIPTION	EST. QTY.	UNIT	UNIT COST	EXTENDED TOTAL AMOUNT
25	MULTI LOG STRUCTURE	5	EA		
26	BASKING ROCK CLUSTERS	7	EA		
27	CONSTRUCTED RIFFLE	15	EA		
28	RIPRAP OUTFALL PROTECTION	8	EA		
29	ENERGY DISSIPATION POOL	1	EA		
30	LIVE WILLOW STAKES	280	EA		
31	FABRIC REINFORCED EARTH FILL	445	LF		
32	CHANNEL BED MATERIAL	440	Ton		
33	TEMPORARY CONSTRUCTION FENCE	2,225	LF		
34	TREE PROTECTION FENCE	395	LF		
35	CTS FENCE	4,839	LF		
36	CHAIN LINK FENCE	241	LF		
37	REMOVABLE BOLLARDS	2	EA		

* Final Pay Quantity

TOTAL BASE BID: Items 1 through _____ inclusive:

\$ _____

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

BIDDER NAME: _____

END OF BID SCHEDULE

Noncollusion Declaration

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

The undersigned declares:

I am the _____ [title] of
_____ [business name], 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 he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

This declaration is intended to comply with California Public Contract Code § 7106 and Title 23 U.S.C § 112.

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].

s/ _____

Name [print]

END OF NONCOLLUSION DECLARATION

Bid Bond

_____ (“Bidder”) has submitted a bid, dated _____, 20____ (“Bid”), to the City of Santa Rosa (“City”) for work on the Lower Colgan Creek Restoration – Phase 3 Project (“Project”). Under this duly executed bid bond (“Bid Bond”), Bidder as Principal and _____, its surety (“Surety”), are bound to City as obligee in the penal sum of ten percent of the maximum amount of the Bid (the “Bond Sum”). Bidder and Surety bind themselves and their respective heirs, executors, administrators, successors and assigns, jointly and severally, as follows:

1. **General.** If Bidder is awarded the Contract for the Project, Bidder will enter into the Contract with City in accordance with the terms of the Bid.
2. **Submittals.** Within ten days following receipt of the Notice of Award, Bidder must submit to City the following:
 - 2.1 **Contract.** The executed Contract, using the form provided by City in the Project contract documents (“Contract Documents”);
 - 2.2 **Payment Bond.** A payment bond for 100% of the maximum Contract Price, executed by a surety licensed to do business in the State of California using the Payment Bond form included with the Contract Documents;
 - 2.3 **Performance Bond.** A performance bond for 100% of the maximum Contract Price, executed by a surety licensed to do business in the State of California using the Performance Bond form included with the Contract Documents;
 - 2.4 **Insurance.** The insurance certificate(s) and endorsement(s) required by the Contract Documents;
 - 2.5 **Certificates of Reported Compliance.** Valid Certificates of Reported Compliance for its fleet and its listed Subcontractors, if applicable, in accordance with the In-Use Off-Road Diesel-Fueled Fleets Regulation (13 CCR § 2449 et seq.) (“Off-Road Regulation”), if the Project involves the use of vehicles subject to the Off-Road Regulation; and
 - 2.6 **Other Submittals.** Any other documents required by the Instructions to Bidders or Notice of Award.
3. **Enforcement.** If Bidder fails to execute the Contract or to submit the bonds, insurance certificates, and valid Certificates of Reported Compliance as required by the Contract Documents, Surety guarantees that Bidder forfeits the Bond Sum to City. Any notice to Surety may be given in the manner specified in the Contract and delivered or transmitted to Surety as follows:

Attn: _____
Address: _____
City/State/Zip: _____
Phone: _____
Fax: _____
Email: _____

4. **Duration and Waiver.** If Bidder fulfills its obligations under Section 2, above, then this obligation will be null and void; otherwise, it will remain in full force and effect for 60 days following the bid opening or until this Bid Bond is returned to Bidder, whichever occurs first. Surety waives the provisions of Civil Code §§ 2819 and 2845.

This Bid Bond is entered into and effective on _____, 20_____.

SURETY:

Business Name

s/ _____

Date

Name, Title

(Attach Acknowledgment with Notary Seal and Power of Attorney)

BIDDER:

Business Name

s/ _____

Date

Name, Title

END OF BID BOND

Bidder's Questionnaire

LOWER COLGAN CREEK RESTORATION – PHASE 3 PROJECT

Within 48 hours following a request by City, a bidder must submit to City a completed, signed Bidder's Questionnaire using this form and all required attachments, including clearly labeled additional sheets as needed. City may request the Questionnaire from one or more of the apparent low bidders following the bid opening and may use the completed Questionnaire as part of its investigation to evaluate a bidder's qualifications for this Project. The Questionnaire must be filled out completely, accurately, and legibly. Any errors, omissions, or misrepresentations in completion of the Questionnaire may be grounds for rejection of the bid or termination of a Contract awarded pursuant to the bid.

Part A: General Information

Bidder Business Name: _____ ("Bidder")

Check One: ___ Corporation (State of incorporation: _____)
 ___ Partnership
 ___ Sole Proprietorship
 ___ Joint Venture of: _____
 ___ Other: _____

Main Office Address and Phone: _____

Local Office Address and Phone: _____

Website Address: _____

Owner of Business: _____

Contact Name and Title: _____

Contact Phone and Email: _____

Bidder's California Contractor's License Number(s): _____

Bidder's DIR Registration Number: _____

Part B: Bidder Experience

1. How many years has Bidder been in business under its present business name?
____ years

2. Has Bidder completed at least three (3) major creek restoration projects with more than 300 lineal feet of in stream restoration work as a general contractor (Note: Maintenance related projects such as dredging and/or vegetation removal does not count as stream restoration work)?
____ Yes ____ No

3. Has Bidder ever been disqualified from a bid on grounds that it is not responsible, or otherwise disqualified or debarred from bidding under state or federal law?
 _____ Yes _____ No

If yes, provide additional information on a separate sheet regarding the disqualification or debarment, including the name and address of the agency or owner of the project, the type and size of the project, the reasons that Bidder was disqualified or debarred, and the month and year in which the disqualification or debarment occurred.

4. Has Bidder ever been terminated for cause, alleged default, or legal violation from a construction project, either as a general contractor or as a subcontractor?
 _____ Yes _____ No

If yes, provide additional information on a separate sheet regarding the termination, including the name and address of the agency or owner of the subject project, the type and size of the project, whether Bidder was under contract as a general contractor or a subcontractor, the reasons that Bidder was terminated, and the month and year in which the termination occurred.

5. Provide information about Bidder's past projects performed as general contractor as follows:

- 5.1 Six most recently completed public works projects within the last three years;
- 5.2 Three largest completed projects within the last three years; and
- 5.3 Any project which is similar to this Project including scope and character of the work.

6. Use separate sheets to provide all of the following information for each project identified in response to the above three categories:

- 6.1 Project name, location, and description;
- 6.2 Owner (name, address, email, and phone number);
- 6.3 Prime contractor, if applicable (name, address, email, and phone number);
- 6.4 Architect or engineer (name, email, and phone number);
- 6.5 Project and/or construction manager (name, email, and phone number);
- 6.6 Scope of work performed (as general contractor or as subcontractor);
- 6.7 Initial contract price and final contract price (including change orders);
- 6.8 Original scheduled completion date and actual date of completion;
- 6.9 Time extensions granted (number of days);
- 6.10 Number and amount of stop notices or mechanic's liens filed;
- 6.11 Amount of any liquidated damages assessed against Bidder; and
- 6.12 Nature and resolution of any project-related claim, lawsuit, mediation, or arbitration involving Bidder.

Part C: Safety

1. Provide Bidder's Experience Modification Rate (EMR) for the last three years:

Year	EMR

2. Complete the following, based on information provided in Bidder's CalOSHA Form 300 or Form 300A, Annual Summary of Work-Related Illnesses and Injuries, from the most recent past calendar year:

- 2.1 Number of lost workday cases: _____
- 2.2 Number of medical treatment cases: _____
- 2.3 Number of deaths: _____

3. Has Bidder ever been cited, fined, or prosecuted by any local, state, or federal agency, including OSHA, CalOSHA, or EPA, for violation of any law, regulation, or requirements pertaining to health and safety?
_____ Yes _____ No

If yes, provide additional information on a separate sheet regarding each such citation, fine, or prosecution, including the name and address of the agency or owner of the project, the type and size of the project, the reasons for and nature of the citation, fine, or prosecution, and the month and year in which the incident giving rise to the citation, fine, or prosecution occurred.

4. Name, title, and email for person responsible for Bidder's safety program:

Name	Title	Email
------	-------	-------

Part D: Verification

In signing this document, I, the undersigned, declare that I am duly authorized to sign and submit this Bidder's Questionnaire on behalf of the named Bidder, and that all responses and information set forth in this Bidder's Questionnaire and accompanying attachments are, to the best of my knowledge, true, accurate and complete as of the date of submission. **I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.**

Signature: _____ Date: _____

By: _____
Name and Title

END OF BIDDER'S QUESTIONNAIRE

Contract

This public works contract ("Contract") is entered into by and between the City of Santa Rosa ("City") and _____ ("Contractor"), for work on the Lower Colgan Creek Restoration Phase 3 Project ("Project").

The parties agree as follows:

1. **Award of Contract.** In response to the Notice Inviting Bids, Contractor has submitted a Bid Proposal to perform the Work to construct the Project. On _____, 20____, City authorized award of this Contract to Contractor for the amount set forth in Section 4, below. City has elected to include the following Project alternate(s) in the Contract: No alternates

2. **Contract Documents.** The Contract Documents incorporated into this Contract include and are comprised of all of the documents listed below. The definitions provided in Article 1 of the General Conditions apply to all of the Contract Documents, including this Contract.
 - 2.1 Notice Inviting Bids;
 - 2.2 Instructions to Bidders;
 - 2.3 Addenda, if any;
 - 2.4 Bid Proposal and attachments thereto;
 - 2.5 Contract;
 - 2.6 Payment and Performance Bonds;
 - 2.7 General Conditions;
 - 2.8 Special Conditions;
 - 2.9 Project Plans and Specifications;
 - 2.10 Change Orders, if any;
 - 2.11 Notice of Award;
 - 2.12 Notice to Proceed;
 - 2.13 City Standards and City Specifications, as applicable;
 - 2.14 City's CWA, if applicable; and
 - 2.15 Community Workforce Agreement

3. **Contractor's Obligations.** Contractor will 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, onsite facilities, and utilities, unless otherwise specified in the Contract Documents. Contractor must use its best efforts to diligently prosecute and complete the Work in a professional and expeditious manner and to meet or exceed the performance standards required by the Contract Documents.

4. **Payment.** As full and complete compensation for Contractor's timely performance and completion of the Work in strict accordance with the terms and conditions of the Contract Documents, City will pay Contractor \$ _____ ("Contract Price") for all of Contractor's direct and indirect costs to perform the Work, including all labor, materials, supplies, equipment, taxes, insurance, bonds and all overhead costs, in accordance with the payment provisions in the General Conditions.

5. **Time for Completion.** Contractor will fully complete the Work for the Project, meeting all requirements for Final Completion, within **100 Working Days** from the start date set forth in the Notice to Proceed (“Contract Time”). By signing below, Contractor expressly waives any claim for delayed early completion.
6. **Liquidated Damages.** As further specified in Section 5.4 of the General Conditions, if Contractor fails to complete the Work within the Contract Time, City will assess liquidated damages in the amount of **\$6,800 per day** for each day of unexcused delay in achieving Final Completion, and such liquidated damages may be deducted from City’s payments due or to become due to Contractor under this Contract.
7. **Labor Code Compliance.**
 - 7.1 **General.** This Contract is subject to all applicable requirements of Chapter 1 of Part 7 of Division 2 of the Labor Code, including requirements pertaining to wages, working hours and workers’ compensation insurance, as further specified in Article 9 of the General Conditions.
 - 7.2 **Prevailing Wages.** This Project is subject to the prevailing wage requirements applicable to the locality in which the Work is to be performed for each craft, classification or type of worker needed to perform the Work, including employer payments for health and welfare, pension, vacation, apprenticeship and similar purposes. Copies of these prevailing rates are available online at <http://www.dir.ca.gov/DLSR>.
 - 7.3 **DIR Registration.** City may not enter into the Contract with a bidder without proof that the bidder and its Subcontractors are registered with the California Department of Industrial Relations to perform public work pursuant to Labor Code § 1725.5, subject to limited legal exceptions.
8. **Workers’ Compensation Certification.** Pursuant to Labor Code § 1861, by signing this Contract, Contractor certifies as follows: “I am aware of the provisions of Labor Code § 3700 which require every employer to be insured against liability for workers’ compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Work on this Contract.”
9. **Conflicts of Interest.** Contractor, its employees, Subcontractors, and agents may not have, maintain, or acquire a conflict of interest in relation to this Contract in violation of any City ordinance or requirement, or in violation of any California law, including Government Code § 1090 et seq., or the Political Reform Act, as set forth in Government Code § 81000 et seq. and its accompanying regulations. Any violation of this Section constitutes a material breach of the Contract.
10. **Independent Contractor.** Contractor is an independent contractor under this Contract and will have control of the Work and the means and methods by which it is performed. Contractor and its Subcontractors are not employees of City and are not entitled to participate in any health, retirement, or any other employee benefits from City.

11. **Notice.** Any notice, billing, or payment required by or pursuant to the Contract Documents must be made in writing, signed, dated, and sent to the other party by personal delivery, U.S. Mail, a reliable overnight delivery service, or by email as a PDF file. Notice is deemed effective upon delivery, except that service by U.S. Mail is deemed effective on the second working day after deposit for delivery. Notice for each party must be given as follows:

City:

Transportation and Public Works Department

69 Stony Circle

Santa Rosa, California 95401

Attn: Joyce Brandvold

jbrandvold@srcity.org

Copy to: Greg Dwyer, P.E Associate Civil Engineer, gdwyer@srcity.org

Contractor:

Name: _____

Address: _____

City/State/Zip: _____

Phone: _____

Attn: _____

Email: _____

Copy to: _____

12. **General Provisions.**

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

12.2 **Third Party Beneficiaries.** There are no intended third party beneficiaries to this Contract.

12.3 **Governing Law and Venue.** This Contract will be governed by California law and venue will be in the Sonoma County Superior Court, and no other place. Contractor waives any right it may have pursuant to Code of Civil Procedure § 394, to file a motion to transfer any action arising from or relating to this Contract to a venue outside of Sonoma County, California.

12.4 **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.

12.5 **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 City and Contractor.

- 12.6 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.
- 12.7 Iran Contracting Act.** If the Contract Price exceeds \$1,000,000, Contractor certifies, by signing below, that it is not identified on a list created under the Iran Contracting Act, Public Contract Code § 2200 et seq. (the “Act”), as a person engaging in investment activities in Iran, as defined in the Act, or is otherwise expressly exempt under the Act.
- 12.8 Authorization.** Each individual signing below warrants that he or she is authorized to do so by the party that he or she represents, 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 Corporations Code § 313.
- 12.9 Electronic Signatures.** In accordance with Government Code § 16.5 and Civil Code § 1633.1 et seq., the parties agree that this Contract may be transmitted and executed electronically and that electronic signatures will have the same force and effect as the use of manual signatures.

[Signatures are on the following page.]

The parties agree to this Contract as witnessed by the signatures below:

CITY:

Approved as to form:

s/ _____

s/ _____

Name, Title

Name, Title

Date: _____

Date: _____

Attest:

s/ _____

Name, Title

Date: _____

CONTRACTOR: _____
Business Name

s/ _____

Seal:

Name, Title

Date: _____

Second Signature (See Section 12.8):

s/ _____

Name, Title

Date: _____

Contractor's California License Number(s) and Expiration Date(s)

END OF CONTRACT

Payment Bond

The City of Santa Rosa ("City") and _____ ("Contractor") have entered into a contract for work on the Lower Colgan Creek Restoration Phase 3 Project ("Project"). The Contract is incorporated by reference into this Payment Bond ("Bond").

- 1. General.** Under this Bond, Contractor as principal and _____, its surety ("Surety"), are bound to City as obligee in an amount not less than \$ _____, under California Civil Code § 9550 et seq., to ensure payment to authorized claimants. This Bond is binding on the respective successors, assigns, owners, heirs, or executors of Surety and Contractor.
- 2. Surety's Obligation.** If Contractor or any of its Subcontractors fails to pay a person authorized in California Civil Code § 9100 to assert a claim against a payment bond, any amounts due under the Unemployment Insurance Code with respect to work or labor performed under the Contract, or any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of Contractor and its Subcontractors under California Unemployment Insurance Code § 13020 with respect to the work and labor, then Surety will pay the obligation.
- 3. Beneficiaries.** This Bond inures to the benefit of any of the persons named in California Civil Code § 9100, so as to give a right of action to those persons or their assigns in any suit brought upon this Bond. Contractor must promptly provide a copy of this Bond upon request by any person with legal rights under this Bond.
- 4. Duration.** If Contractor promptly makes payment of all sums for all labor, materials, and equipment furnished for use in the performance of the Work required by the Contract, in conformance with the time requirements set forth in the Contract and as required by California law, Surety's obligations under this Bond will be null and void. Otherwise, Surety's obligations will remain in full force and effect.
- 5. Waivers.** Surety waives any requirement to be notified of alterations to the Contract or extensions of time for performance of the Work under the Contract. Surety waives the provisions of Civil Code §§ 2819 and 2845. City waives the requirement of a new bond for any supplemental contract under Civil Code § 9550. Any notice to Surety may be given in the manner specified in the Contract and sent to Surety as follows:

Attn: _____
Address: _____
City/State/Zip: _____
Phone: _____
Email: _____

- 6. Law and Venue.** This Bond will be governed by California law, and venue for any dispute pursuant to this Bond will be in the Sonoma County Superior Court, and no other place. Surety will be responsible for City's attorneys' fees and costs in any action to enforce the provisions of this Bond.

[Signatures are on the following page.]

7. **Effective Date; Execution.** This Bond is entered into and is effective on _____, 20__.

SURETY:

Business Name

s/ _____

Date

Name, Title

(Attach Acknowledgment with Notary Seal and Power of Attorney)

CONTRACTOR:

Business Name

s/ _____

Date

Name, Title

APPROVED BY CITY:

s/ _____

Date

Name, Title

END OF PAYMENT BOND

Performance Bond

The City of Santa Rosa ("City") and _____ ("Contractor") have entered into a contract for work on the Lower Colgan Creek Restoration Phase 3 Project ("Project"). The Contract is incorporated by reference into this Performance Bond ("Bond").

1. **General.** Under this Bond, Contractor as principal and _____, its surety ("Surety"), are bound to City as obligee for an amount not less than \$_____ to ensure Contractor's faithful performance of its obligations under the Contract. This Bond is binding on the respective successors, assigns, owners, heirs, or executors of Surety and Contractor.
2. **Surety's Obligations.** Surety's obligations are co-extensive with Contractor's obligations under the Contract. If Contractor fully performs its obligations under the Contract, including its warranty obligations under the Contract, Surety's obligations under this Bond will become null and void. Otherwise, Surety's obligations will remain in full force and effect.
3. **Waiver.** Surety waives any requirement to be notified of and further consents to any alterations to the Contract made under the applicable provisions of the Contract Documents, including changes to the scope of Work or extensions of time for performance of Work under the Contract. Surety waives the provisions of Civil Code §§ 2819 and 2845.
4. **Application of Contract Balance.** Upon making a demand on this Bond for completion of the Work prior to acceptance of the Project, City will make the Contract Balance available to Surety for completion of the Work under the Contract. For purposes of this provision, the Contract Balance is defined as the total amount payable by City to Contractor as the Contract Price minus amounts already paid to Contractor, and minus any liquidated damages, credits, or backcharges to which City is entitled under the terms of the Contract.
5. **Contractor Default.** Upon written notification from City of Contractor's termination for default under Article 13 of the Contract General Conditions, time being of the essence, Surety must act within the time specified in Article 13 to remedy the default through one of the following courses of action:
 - 5.1 Arrange for completion of the Work under the Contract by Contractor, with City's consent, but only if Contractor is in default solely due to its financial inability to complete the Work;
 - 5.2 Arrange for completion of the Work under the Contract by a qualified contractor acceptable to City, and secured by performance and payment bonds issued by an admitted surety as required by the Contract Documents, at Surety's expense; or
 - 5.3 Waive its right to complete the Work under the Contract and reimburse City the amount of City's costs to have the remaining Work completed.

6. **Surety Default.** If Surety defaults on its obligations under the Bond, City will be entitled to recover all costs it incurs due to Surety's default, including legal, design professional, or delay costs.

7. **Notice.** Any notice to Surety may be given in the manner specified in the Contract and sent to Surety as follows:

Attn: _____
Address: _____
City/State/Zip: _____
Phone: _____
Fax: _____
Email: _____

8. **Law and Venue.** This Bond will be governed by California law, and venue for any dispute pursuant to this Bond will be in the Sonoma County Superior Court, and no other place. Surety will be responsible for City's attorneys' fees and costs in any action to enforce the provisions of this Bond.

9. **Effective Date; Execution.** This Bond is entered into and effective on _____, 20____.

SURETY:

Business Name

s/ _____

Date

Name, Title

(Attach Acknowledgment with Notary Seal and Power of Attorney)

CONTRACTOR:

Business Name

s/ _____

Date

Name, Title

APPROVED BY CITY:

s/ _____

Date

Name, Title

END OF PERFORMANCE BOND

General Conditions

Article 1 - Definitions

Definitions. The following definitions apply to all of the Contract Documents unless otherwise indicated, e.g., additional definitions that apply solely to the Specifications or other technical documents. Defined terms and titles of documents are capitalized in the Contract Documents, with the exception of the following (in any tense or form): “day,” “furnish,” “including,” “install,” “work day,” or “working day.”

Allowance means a specific amount that must be included in the Bid Proposal for a specified purpose.

Article, as used in these General Conditions, means a numbered Article of the General Conditions, unless otherwise indicated by the context.

Change Order means a written document duly approved and executed by City, which changes the scope of Work, the Contract Price, or the Contract Time.

City means the City of Santa Rosa, acting through its City Council, officers, employees, City Engineer, and any other authorized representatives.

City Engineer means the City Engineer for City and his or her authorized delegee(s).

City Specifications means the City’s Construction Specifications for Public Improvements, which may be accessed on the City’s website at <https://www.srcity.org/2321/Design-Construction-Standards>.

City Standards means the City’s Design and Construction Standards, which may be accessed on the City’s website at <https://www.srcity.org/2321/Design-Construction-Standards>.

Claim means a separate demand by Contractor for a change in the Contract Time or Contract Price, that has previously been submitted to City in accordance with the requirements of the Contract Documents, and which has been rejected by City, in whole or in part; a written demand by Contractor disputing a unilateral Change Order or a portion thereof; or a written demand by Contractor objecting to the amount of Final Payment.

Contract means the signed agreement between City and Contractor for performing the Work required for the Project, and all documents expressly incorporated therein.

Contract Documents means, collectively, all of the documents listed as such in Section 2 of the Contract, including the Notice Inviting Bids; the Instructions to Bidders; addenda, if any; the Bid Proposal and attachments thereto; the Contract; the Notice of Award and Notice to Proceed; the payment and performance bonds; the General Conditions; the Special Conditions; the Project Plans and Specifications; any Change Orders; and any other documents which are clearly and unambiguously made part of the Contract Documents. The Contract Documents do not include documents provided “For Reference Only,” or documents that are intended solely to provide information regarding existing conditions.

Contract Price means the total compensation to be paid to Contractor for performance of the Work, as set forth in the Contract and as may be amended by Change Order or adjusted for an Allowance. The Contract Price is not subject to adjustment due to inflation or due to the increased cost of labor, material, supplies, or equipment following submission of the Bid Proposal.

Contract Time means the time specified for complete performance of the Work, as set forth in the Contract and as may be amended by Change Order.

Contractor (or You) means the individual, partnership, corporation, or joint-venture that has signed the Contract with City to perform the Work.

CWA means the Community Workforce Agreement for the City.

Day means a calendar day unless otherwise specified.

Design Professional means the licensed individual(s) or firm(s) retained by City to provide architectural, engineering, or other design professional services for the Project. If no Design Professional has been retained for this Project, any reference to Design Professional is deemed to refer to the Engineer.

DIR means the California Department of Industrial Relations.

Drawings has the same meaning as Plans.

Engineer means the City Engineer for the City of Santa Rosa and his or her authorized delegees.

Excusable Delay is defined in Section 5.3(B), Excusable Delay.

Extra Work means new or unforeseen work added to the Project, as determined by the Engineer in his or her sole discretion, including Work that was not part of or incidental to the scope of the Work when the Contractor's bid was submitted; Work that is substantially different from the Work as described in the Contract Documents at bid time; or Work that results from a substantially differing and unforeseeable condition.

Final Completion means Contractor has fully completed all of the Work required by the Contract Documents to the City's satisfaction, including all punch list items and any required commissioning or training, and has provided the City with all required submittals, including the instructions and manuals, product warranties, and as-built drawings.

Final Payment means payment to Contractor of the unpaid Contract Price, including release of undisputed retention, less amounts withheld or deducted pursuant to the Contract Documents.

Furnish means to purchase and deliver for the Project.

Government Code Claim means a claim submitted pursuant to California Government Code § 900 et seq.

Hazardous Materials means any substance or material identified now or in the future as hazardous under any Laws, or any other substance or material that may be considered hazardous or otherwise subject to Laws governing handling, disposal, or cleanup.

Including, whether or not capitalized, means "including, but not limited to," unless the context clearly requires otherwise.

Inspector means the individual(s) or firm(s) retained or employed by City to inspect the workmanship, materials, and manner of construction of the Project and its components to ensure compliance with the Contract Documents and all Laws.

Install means to fix in place for materials, and to fix in place and connect for equipment.

Laws means all applicable local, state, and federal laws, regulations, rules, codes, ordinances, permits, orders, and the like enacted or imposed by or under the auspices of any governmental entity with jurisdiction over any of the Work or any performance of the Work, including health and safety requirements.

Materials Lab means City's Materials Engineering Laboratory, which may perform quality assurance functions for a Project, including inspection and/or testing of the workmanship, materials, and manner of construction of the Project. If the Materials Lab will not perform quality assurance functions for the Project, any reference to Materials Lab is deemed to mean the individual(s) or firm(s) retained by City to inspect and/or test the workmanship, materials, and manner of construction of the Project.

Non-Excusable Delay is defined in Section 5.3(D), Non-Excusable Delay.

Plans means the City-provided plans, drawings, details, or graphical depictions of the Project requirements, but does not include Shop Drawings.

Project means the public works project referenced in the Contract, as modified by any Project alternates elected by City, if any.

Project Manager means the individual designated by City to oversee and manage the Project on City's behalf and may include his or her authorized delegate(s) when the Project Manager is unavailable. If no Project Manager has been designated for this Project, any reference to Project Manager is deemed to refer to the Engineer.

Recoverable Costs is defined in Section 5.3(F), Recoverable Costs.

Request for Information or **RFI** means Contractor's written request for information about the Contract Documents, the Work or the Project, submitted to City in the manner and format specified by City.

Section, when capitalized in these General Conditions, means a numbered section or subsection of the General Conditions, unless the context clearly indicates otherwise.

Shop Drawings means drawings, plan details or other graphical depictions prepared by or on behalf of Contractor, and subject to City acceptance, which are intended to provide details for fabrication, installation, and the like, of items required by or shown in the Plans or Specifications.

Specialty Work means Work that must be performed by a specialized Subcontractor with the specified license or other special certification, and that the Contractor is not qualified to self-perform.

Specifications means the technical, text specifications describing the Project requirements, which are prepared for and incorporated into the Contract by or on behalf of City, and does not include the Contract, General Conditions or Special Conditions.

Subcontractor means an individual, partnership, corporation, or joint-venture retained by Contractor directly or indirectly through a subcontract to perform a specific portion of the Work. The term Subcontractor applies to subcontractors of all tiers, unless otherwise indicated by the context. A third party such as a utility performing related work on the Project is not a Subcontractor, even if Contractor must coordinate its Work with the third party.

Technical Specifications has the same meaning as Specifications.

Water Department means the City of Santa Rosa Water Department.

Work means all of the construction and services necessary for or incidental to completing the Project in conformance with the requirements of the Contract Documents.

Work Day or **Working Day**, whether or not capitalized, means a weekday when the City is open for business, and does not include holidays observed by the City.

Worksite means the place or places where the Work is performed, which includes, but may extend beyond the Project site, including separate locations for staging, storage, or fabrication.

Article 2 - Roles and Responsibilities

2.1 City.

(A) **City Council.** The City Council has final authority in all matters affecting the Project, except to the extent it has delegated authority to the Engineer.

(B) **Engineer.** The Engineer, acting within the authority conferred by the City Council, is responsible for administration of the Project on behalf of City, including authority to provide directions to the Design Professional and to Contractor to ensure proper and timely completion of the Project. The Engineer's decisions are final and conclusive within the scope of his or her authority, including interpretation of the Contract Documents.

(C) **Project Manager.** The Project Manager assigned to the Project will be the primary point of contact for the Contractor and will serve as City's representative for daily administration of the Project on behalf of City. Unless otherwise specified, all of Contractor's communications to City (in any form) will go to or through the Project Manager. City reserves the right to reassign the Project Manager role at any time or to delegate duties to additional City representatives, without prior notice to or consent of Contractor.

(D) **Design Professional.** The Design Professional is responsible for the overall design of the Project and, to the extent authorized by City, may act on City's behalf to ensure performance of the Work in compliance with the Plans and Specifications, including any design changes authorized by Change Order. The Design Professional's duties may include review of Contractor's submittals, visits to any Worksite, inspecting the Work, evaluating test and inspection results, and participation in Project-related meetings, including any pre-construction conference, weekly meetings, and coordination meetings. The Design Professional's interpretation of the Plans or Specifications is final and conclusive.

2.2 Contractor.

(A) **General.** Contractor must provide all labor, materials, supplies, equipment, services, and incidentals necessary to perform and timely complete the Work in strict accordance with the Contract Documents, and in an economical and efficient manner in the best interests of City, and with minimal inconvenience to the public.

(B) **Responsibility for the Work and Risk of Loss.** Contractor is responsible for supervising and directing all aspects of the Work to facilitate the efficient and timely completion of the Work. Contractor is solely responsible for and required to exercise full control over the Work, including the construction means, methods, techniques, sequences, procedures, safety precautions and programs, and coordination of all portions of the Work with that of all other contractors and Subcontractors, except to the extent that the Contract Documents provide other specific instructions. Contractor's responsibilities extend to any plan, method or sequence suggested, but not required by City or specified in the Contract Documents. From the date of commencement of the Work until either the date on which City formally accepts the Project or the effective date of termination of the Contract, whichever is later, Contractor bears all risks of injury or damage to the Work and the materials and equipment delivered to any Worksite, by any cause including fire, earthquake, wind, weather, vandalism, or theft, subject to the limitations of Laws.

(C) **Project Administration.** Contractor must provide sufficient and competent administration, staff, and skilled workforce necessary to perform and timely complete the Work in accordance with the Contract Documents. Before starting the Work, Contractor must designate in writing and provide complete contact information, including telephone numbers and email address, for the officer or employee in Contractor's organization who is to serve as Contractor's primary representative for the Project, and who has authority to act on Contractor's behalf. A Subcontractor may not serve as Contractor's primary representative.

(D) **On-Site Superintendent.** Contractor must, at all times during performance of the Work, provide a qualified and competent full-time superintendent acceptable to City, and assistants as necessary, who must be physically present at the Project site while any aspect of the Work is being performed. The superintendent must have full authority to act and communicate on behalf of Contractor, and Contractor will be bound by the superintendent's communications to City. City's approval of the superintendent is required before the Work commences. If City is not satisfied with the superintendent's performance, City may request a qualified replacement of the superintendent. Failure to comply may result in temporary suspension of the Work, at Contractor's sole expense and with no extension of Contract Time, until an approved superintendent is physically present to supervise the Work. Contractor must provide written notice to City, as soon as practicable, before replacing the superintendent.

(E) **Standards.** Contractor must, at all times, ensure that the Work is performed in an efficient, skillful manner following best practices and in full compliance with the Contract Documents, Laws, and applicable manufacturer's recommendations. Contractor has a material and ongoing obligation to provide true and complete information, to the best of its knowledge, with respect to all records, documents, or communications pertaining to the Project, including oral or written reports, statements, certifications, Change Order requests, or Claims.

(F) **Meetings.** Contractor, its project manager, superintendent and any primary Subcontractors requested by City, must attend a pre-construction conference, if requested by City, as well as weekly Project progress meetings scheduled with City. If applicable, Contractor may also be required to participate

in coordination meetings with other parties relating to other work being performed on or near the Project site or in relation to the Project, including work or activities performed by City, other contractors, or other utility owners.

(G) **Construction Records.** Contractor will 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; primary Work activities; major deliveries; problems encountered, including injuries, if any; weather and site conditions; and delays, if any. Contractor will 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 will maintain copies of all subcontracts, Project-related correspondence with Subcontractors, and records of meetings with Subcontractors. Upon request by the City, Contractor will permit review of and/or provide copies of any of these construction records.

(H) **Responsible Party.** Contractor is solely responsible to City for the acts or omissions of any Subcontractors, or any other party or parties performing portions of the Work or providing equipment, materials or services for or on behalf of Contractor or the Subcontractors. Upon City's written request, Contractor must promptly and permanently remove from the Project, at no cost to City, any employee or Subcontractor or employee of a Subcontractor who the Engineer has determined to be incompetent, intemperate or disorderly, or who has failed or refused to perform the Work as required under the Contract Documents.

(I) **Correction of Defects.** Contractor must promptly correct, at Contractor's sole expense, any Work that is determined by City to be deficient or defective in any way, including workmanship, materials, parts, or equipment. Workmanship, materials, parts, or equipment that do not conform to the requirements under the Contract Documents, as determined by City, will be considered defective and subject to rejection. Contractor must also promptly correct, at Contractor's sole expense, any Work performed beyond the lines and grades shown on the Plans or established by City, and any Extra Work performed without City's prior written approval. If Contractor fails to correct or to take reasonable steps toward correcting defective Work within five days following notice from City, or within the time specified in City's notice to correct, City may elect to have the defective Work corrected by its own forces or by a third party, in which case the cost of correction will be deducted from the Contract Price. If City elects to correct defective Work due to Contractor's failure or refusal to do so, City or its agents will have the right to take possession of and use any equipment, supplies, or materials available at the Project site or any Worksite on City property, in order to effectuate the correction, at no extra cost to City. Contractor's warranty obligations under Section 11.2, Warranty, will not be waived nor limited by City's actions to correct defective Work under these circumstances. Alternatively, City may elect to retain defective Work, and deduct the difference in value, as determined by the Engineer, from payments otherwise due to Contractor. This paragraph applies to any defective Work performed by Contractor during the one-year warranty period under Section 11.2.

(J) **Contractor's Records.** Contractor must maintain all of its records relating to the Project in any form, including paper documents, photos, videos, electronic records, approved samples, and the construction records required pursuant to paragraph (G), above. Project records subject to this provision include complete Project cost records, copies of the insurance policies and endorsements required by the Contract Documents, and records relating to preparation of Contractor's bid, including estimates, take-offs, and price quotes or bids.

(1) Contractor's cost records must include all supporting documentation, including original receipts, invoices, and payroll records, evidencing its direct costs to perform the Work, including, but not limited to, costs for labor, materials, and equipment. Each cost record should include, at a minimum, a description of the expenditure with references to the applicable requirements of the Contract Documents, the amount actually paid, the date of payment, and whether the expenditure is part of the original Contract Price, related to an executed Change Order, or otherwise categorized by Contractor as Extra Work. Contractor's failure to comply with this provision as to any claimed cost operates as a waiver of any rights to recover the claimed cost.

(2) Contractor must continue to maintain its Project-related records in an organized manner for a period of five years after City's acceptance of the Project or following Contract termination, whichever occurs first. Subject to prior notice to Contractor, City is entitled to inspect or audit any of Contractor's records relating to the Project during Contractor's normal business hours. Contractor's records may also be subject to examination and audit by the California State Auditor, pursuant to Government Code § 8546.7. The record-keeping requirements set forth in this subsection 2.2(J) will survive expiration or termination of the Contract.

(K) **Copies of Project Documents.** Contractor and its Subcontractors must keep copies, at the Project site, of all Work-related documents, including the Contract, permit(s), Plans, Specifications, addenda, Contract amendments, Change Orders, RFIs and RFI responses, Shop Drawings, as-built drawings, schedules, daily records, testing and inspection reports or results, and any related written interpretations. These documents must be available to City for reference at all times during construction of the Project.

(L) **Quality Control.** Contractor is responsible for developing, implementing, and maintaining a quality control program that includes sampling, testing, and inspecting the Work to control material quality and to ensure that the Work satisfies the quality characteristics in the Contract Documents.

(1) *Records.* Contractor must prepare and maintain quality control records, including the names and qualifications of samplers, testers, and inspectors; testing laboratories' identification and certifications; testing equipment calibrations and certifications; inspection reports; sampling and testing records organized by date and type of material; test results with comparison of quality characteristic requirements; test results in relation to action and any suspension limits; and records of corrective actions and suspensions. Contractor must submit <__> copies of each authorized quality control plan and make one copy available at each

Worksite. Contractor will submit any quality control test data and test results to the Engineer within two Working Days following test completion. Contractor must immediately notify the Engineer of any noncompliant Work identified by Contractor's quality control program.

(2) *Quality Control Manager.* Unless otherwise specified in the Special Conditions, before starting Work, Contractor will designate in writing, and provide complete contact information for, the quality control manager for the Project who will be responsible for receiving, reviewing, and approving all correspondence and submittals prior to submission to the City; signing and implementing Contractor's quality control plan; and maintaining quality control records. The quality control manager must either be an employee of Contractor, or a Subcontractor retained to provide only quality control services for the Project. The quality control manager must not be employed or compensated by a Subcontractor who will provide other Work for the Project.

2.3 Subcontractors.

(A) **General.** All Work which is not performed by Contractor with its own forces must be performed by Subcontractors. City reserves the right to approve or reject any and all Subcontractors proposed to perform the Work, for reasons including the Subcontractor's poor reputation, lack of relevant experience, financial instability, and lack of technical ability or adequate trained workforce. Each Subcontractor must obtain a City business tax certificate before performing any Work.

(B) **Contractual Obligations.** Contractor must require each Subcontractor to comply with the provisions of the Contract Documents as they apply to the Subcontractor's portion(s) of the Work, including the generally applicable terms of the Contract Documents, and to likewise bind their subcontractors. Contractor will provide that the rights that each Subcontractor may have against any manufacturer or supplier for breach of warranty or guarantee relating to items provided by the Subcontractor for the Project, will be assigned to City. Nothing in these Contract Documents creates a contractual relationship between a Subcontractor and City, but City is deemed to be a third-party beneficiary of the contract between Contractor and each Subcontractor.

(C) **Termination.** If the Contract is terminated, each Subcontractor's agreement must be assigned by Contractor to City, subject to the prior rights of any surety, but only if and to the extent that City accepts, in writing, the assignment by written notification, and assumes all rights and obligations of Contractor pursuant to each such subcontract agreement.

(D) **Substitution of Subcontractor.** If Contractor requests substitution of a listed Subcontractor under Public Contract Code § 4107, Contractor is solely responsible for all costs City incurs in responding to the request, including legal fees and costs to conduct a hearing, and any increased subcontract cost to perform the Work that was to be performed by the listed Subcontractor. If City determines that a Subcontractor is unacceptable to City based on the Subcontractor's failure to satisfactorily perform its Work, or for any of the grounds for substitution listed in Public Contract Code § 4107(a), City may request removal of the Subcontractor from the Project. Upon receipt of a written request

from City to remove a Subcontractor pursuant to this paragraph, Contractor will immediately remove the Subcontractor from the Project and, at no further cost to City, will either (1) self-perform the remaining Work to the extent that Contractor is duly licensed and qualified to do so, or (2) substitute a Subcontractor that is acceptable to City, in compliance with Public Contract Code § 4107, as applicable.

2.4 Coordination of Work.

(A) **Concurrent Work.** City reserves the right to perform, have performed, or permit performance of other work on or adjacent to the Project site while the Work is being performed for the Project. Contractor is responsible for coordinating its Work with other work being performed on or adjacent to the Project site, including by any City work forces or utility companies or agencies, and must avoid hindering, delaying, or interfering with the work of other contractors, individuals, or entities, and must ensure safe and reasonable site access and use as required or authorized by City. To the full extent permitted by law, Contractor must hold harmless and indemnify City against any and all claims arising from or related to Contractor's avoidable, negligent, or willful hindrance of, delay to, or interference with the work of any City work forces, utility company or agency, or another contractor or subcontractor.

(B) **Coordination.** If Contractor's Work will connect or interface with work performed by others, Contractor is responsible for independently measuring and visually inspecting such work to ensure a correct connection and interface. Contractor is responsible for any failure by Contractor or its Subcontractors to confirm measurements before proceeding with connecting Work. Before proceeding with any portion of the Work affected by the construction or operations of others, Contractor must give the Project Manager prompt written notification of any defects Contractor discovers which will prevent the proper execution of the Work. Failure to give notice of any known or reasonably discoverable defects will be deemed acknowledgement by Contractor that the work of others is not defective and will not prevent the proper execution of the Work. Contractor must also promptly notify City if work performed by others, including work or activities performed by City's own forces, is operating to hinder, delay, or interfere with Contractor's timely performance of the Work. City reserves the right to back charge Contractor for any additional costs incurred due to Contractor's failure to comply with the requirements in this Section 2.4.

2.5 **Submittals.** Unless otherwise specified, Contractor must submit to the Engineer for review and acceptance, all schedules, Shop Drawings, samples, product data, and similar submittals required by the Contract Documents, or upon request by the Engineer. Unless otherwise specified, all submittals, including Requests for Information, are subject to the general provisions of this Section, as well as specific submittal requirements that may be included elsewhere in the Contract Documents, including the Special Conditions or Specifications. The Engineer may require submission of a submittal schedule at or before a pre-construction conference, as may be specified in the Notice to Proceed.

(A) **General.** Contractor is responsible for ensuring that its submittals are accurate and conform to the Contract Documents.

(B) **Time and Manner of Submission.** Contractor must ensure that its submittals are prepared and delivered in a manner consistent with the current City-accepted schedule for the Work and within the applicable time specified in the Contract Documents, or if no time is specified, in such time and sequence so as not to delay the performance of the Work or completion of the Project.

(C) **Required Contents.** Each submittal must include the Project name and contract number, Contractor's name and address, the name and address of any Subcontractor or supplier involved with the submittal, the date, and references to applicable Specification section(s) and/or drawing and detail number(s).

(D) **Required Corrections.** If corrections are required, Contractor must promptly make and submit any required corrections as specified in full conformance with the requirements of this Section, or other requirements that apply to that submittal.

(E) **Effect of Review and Acceptance.** Review and acceptance of a submittal by City will not relieve Contractor from complying with the requirements of the Contract Documents. Contractor is responsible for any errors in any submittal, and review or acceptance of a submittal by City is not an assumption of risk or liability by City.

(F) **Enforcement.** Any Work performed or any material furnished, installed, fabricated or used without City's prior acceptance of a required submittal is performed or provided at Contractor's risk, and Contractor may be required to bear the costs incident thereto, including the cost of removing and replacing such Work, repairs to other affected portions of the Work or material, and the cost of additional time or services required of City, including costs for the Design Professional, Project Manager, and Materials Lab.

(G) **Excessive RFIs.** A RFI will be considered excessive or unnecessary if City determines that the explanation or response to the RFI is clearly and unambiguously discernable from the Contract Documents. City's costs to review and respond to excessive or unnecessary RFIs may be deducted from payments otherwise due to Contractor.

2.6 Shop Drawings. When Shop Drawings are required by the Specifications or requested by the Engineer, they must be prepared according to best practices at Contractor's expense. The Shop Drawings must be of a size and scale to clearly show all necessary details. Unless otherwise specified by City, Shop Drawings must be provided to the Engineer for review and acceptance at least 30 days before the Work will be performed. If City requires changes, the corrected Shop Drawings must be resubmitted to the Engineer for review within the time specified by the Engineer. For all Project components requiring Shop Drawings, Contractor will not furnish materials or perform any Work until the Shop Drawings for those components are accepted by City. Contractor is responsible for any errors or omissions in the Shop Drawings, shop fits and field corrections; any deviations from the Contract Documents; and for the results obtained by the use of Shop Drawings. Acceptance of Shop Drawings by City does not relieve Contractor of Contractor's responsibility.

2.7 Material List. Unless otherwise specified by City, Contractor must submit to the Engineer, sufficiently in advance of the start of Work, a list of all materials

proposed for use in the Work and any supporting documentation and samples required by the Contract Documents and source of supply. For a material listed on the "Engineer's List of Approved Items," located in the Sewer and Water sections of the City Standards, Contractor must provide the name of the manufacturer and model and part number for each material proposed for the Work, unless the item has been replaced for the Project, as specifically set forth in the Contract Documents. For all other materials, Contractor must provide the name of the manufacturer, model and part number, and supporting documentation and samples that will enable the Engineer to evaluate the material.

- 2.8 Access to Work.** Contractor must afford prompt and safe access to any Worksite by City and its employees, agents, or consultants authorized by City; and upon request by City, Contractor must promptly arrange for City representatives to visit or inspect manufacturing sites or fabrication facilities for items to be incorporated into the Work.
- 2.9 Personnel.** Contractor and its Subcontractors must employ only competent and skillful personnel to perform the Work. Contractor and its Subcontractor's 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 discharge 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 discharged personnel may not be re-employed or permitted on the Project in any capacity without City's prior written consent.

Article 3 - Contract Documents

3.1 Interpretation of Contract Documents.

(A) **Plans and Specifications.** 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. In the event of a conflict between the Plans and Specifications, the Specifications will control, unless the drawing(s) at issue are dated later than the Specification(s) at issue. Detailed drawings take precedence over general drawings, and large-scale drawings take precedence over smaller scale drawings. 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 City's possession that is necessary for Contractor to form its own conclusions.

(B) **Duty to Notify and Seek Direction.** 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 City before proceeding further with the related Work. The RFI must notify City of the issue and request clarification, interpretation or direction. The Engineer's clarification, interpretation or direction will be final and binding on the Contractor. If Contractor proceeds with the related Work before obtaining City'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 City'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. (See Articles 5 and 6.)

(C) **Figures and Dimensions.** Figures control over scaled dimensions.

(D) **Technical or Trade Terms.** Any terms that have well-known technical or trade meanings will be interpreted in accordance with those meanings, unless otherwise specifically defined in the Contract Documents.

(E) **Measurements.** Contractor must verify all relevant measurements in the Contract Documents and at the Project site before ordering any material or performing any Work and will be responsible for the correctness of those measurements or for costs that could have been avoided by independently verifying measurements.

(F) **Compliance with Laws.** The Contract Documents are intended to comply with Laws and will be interpreted to comply with Laws.

3.2 Order of Precedence. 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:

- (A) Change Orders;
- (B) Addenda;
- (C) Contract;
- (D) Notice to Proceed;
- (E) Attachment B – Federal Contract Requirements (only if used);
- (F) Special Conditions;
- (G) General Conditions;
- (H) Payment and Performance Bonds;
- (I) Specifications;
- (J) Plans;
- (K) Notice of Award;
- (L) Notice Inviting Bids;
- (M) Attachment A – Federal Bidding Requirements (only if used);
- (N) Instructions to Bidders;

- (O) Community Workforce Agreement, if applicable;
- (P) Contractor's Bid Proposal and attachments;
- (Q) City Standards and City Specifications, as applicable; and
- (R) 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.

3.3 Caltrans Standard Specifications. Any reference to or incorporation of the Standard Specifications of the State of California, Department of Transportation ("Caltrans"), including "Standard Specifications," "Caltrans Specifications," "State Specifications," or "CSS," means the most current edition of Caltrans' Standard Specifications, unless otherwise specified ("Caltrans Standard Specifications"), including the most current amendments as of the date that Contractor's bid was submitted for this Project. The following provisions apply to use of or reference to the Caltrans Standard Specifications or Special Provisions:

- (A) **Limitations.** The "General Provisions" of the Caltrans Standard Specifications, i.e., sections 1 through 9, do not apply to these Contract Documents with the exception of any specific provisions, if any, which are expressly stated to apply to these Contract Documents.
- (B) **Conflicts or Inconsistencies.** If there is a conflict or inconsistency between any provision in the Caltrans Standard Specifications or Special Provisions and a provision of these Contract Documents, as determined by City, the provision in the Contract Documents will govern.
- (C) **Meanings.** Terms used in the Caltrans Standard Specifications or Special Provisions are to be interpreted as follows:
 - (1) Any reference to the "Engineer" or "Director" is deemed to mean the City Engineer.
 - (2) Any reference to the "Special Provisions" is deemed to mean the Special Conditions, unless the Caltrans Special Provisions are expressly included in the Contract Documents listed in Section 2 of the Contract.
 - (3) Any reference to the "Department" or "State" is deemed to mean City.
 - (4) Any reference to "Laboratory" is deemed to mean the Materials Lab, or such other laboratory as may be authorized by the City.

3.4 For Reference Only. Contractor is responsible for the careful review of any document, study, or report provided by City or appended to the Contract Documents solely for informational purposes and identified as "For Reference Only." Nothing in any document, study, or report so appended and identified is intended to supplement, alter, or void any provision of the Contract Documents. Contractor is advised that the City or its representatives may be guided by information or recommendations included in such reference documents, particularly when making determinations as to the acceptability of proposed materials, methods, or changes in the Work. Any record drawings or similar final or accepted drawings or maps that are not part of the Contract Documents are deemed to be For Reference Only. The provisions of the Contract Documents are not modified by any perceived or actual conflict with provisions in any document that is provided For Reference Only.

- 3.5 Current Versions.** Unless otherwise specified by City, any reference to standard specifications, technical specifications, or any City or state codes or regulations means the latest specification, code, or regulation in effect on the date that bids were due.
- 3.6 Conformed Copies.** If City prepares a conformed set of the Contract Documents following award of the Contract, it will provide Contractor with two hard copy (paper) sets and one copy of the electronic file in PDF format. It is Contractor's responsibility to ensure that all Subcontractors, including fabricators, are provided with the conformed set of the Contract Documents at Contractor's sole expense.
- 3.7 Ownership.** No portion of the Contract Documents may be used for any purpose other than construction of the Project, without prior written consent from City. Contractor is deemed to have conveyed the copyright in any designs, drawings, specifications, Shop Drawings, or other documents (in paper or electronic form) developed by Contractor for the Project, and City will retain all rights to such works, including the right to possession.

Article 4 - Bonds, Indemnity, and Insurance

- 4.1 Payment and Performance Bonds.** Within ten days following receipt of the Notice of Award, Contractor is required to provide a payment bond and a performance bond, each in the penal sum of not less than 100% of the Contract Price, and each executed by Contractor and its surety using the bond forms included with the Contract Documents.
- (A) **Surety.** Each bond must be issued and executed by a surety admitted in California. If an issuing surety cancels the bond or becomes insolvent, within seven days following written notice from City, Contractor must substitute a surety acceptable to City. If Contractor fails to substitute an acceptable surety within the specified time, City may, at its sole discretion, withhold payment from Contractor until the surety is replaced to City's satisfaction, or terminate the Contract for default.
- (B) **Supplemental Bonds for Increase in Contract Price.** If the Contract Price increases during construction by five percent or more over the original Contract Price, Contractor must provide supplemental or replacement bonds within ten days of written notice from City pursuant to this Section, covering 100% of the increased Contract Price and using the bond forms included with the Contract Documents.
- 4.2 Indemnity.** To the fullest extent permitted by law, Contractor must indemnify, defend, and hold harmless City, its Council, officers, officials, employees, agents, volunteers, and consultants (individually, an "Indemnitee," and collectively the "Indemnitees") from and against any and all liability, loss, damage, claims, causes of action, demands, charges, fines, costs, and expenses (including, without limitation, attorney fees, expert witness fees, paralegal fees, fees and costs of litigation or arbitration, and fees and expenses incurred in enforcing this Section) (collectively, "Liability") of every nature arising out of or in connection with the acts or omissions of Contractor, its employees, Subcontractors, representatives, or agents, in bidding or performing the Work or in failing to comply with any obligation of Contractor under the Contract, except such Liability

caused by the active negligence, sole negligence, or willful misconduct of an Indemnitee. This indemnity requirement applies to any Liability arising from alleged defects in the content or manner of submission of Contractor's bid for the Contract. Contractor's failure or refusal to timely accept a tender of defense pursuant to this Contract will be deemed a material breach of the Contract. City will timely notify Contractor upon receipt of any third-party claim relating to the Contract, as required by Public Contract Code § 9201. Contractor waives any right to express or implied indemnity against any Indemnitee. Contractor's indemnity obligations under this Contract will survive the expiration or any early termination of the Contract.

4.3 Insurance. No later than ten days following receipt of the Notice of Award, Contractor must procure and provide proof of the insurance coverage required by this Section in the form of certificates and endorsements acceptable to City. The required insurance must cover the activities of Contractor and its Subcontractors relating to or arising from the performance of the Work. The required insurance must remain in full force and effect at all times during the period covered by the Contract through the date of City's acceptance of the Project, except as specified for commercial general liability insurance in subsection (A)(1), below, which requires a longer duration. All required insurance must be issued by a company licensed to do business in the State of California, and each such insurer must have an A.M. Best's financial strength rating of "A-" or better and a financial size rating of "VII" or better. If Contractor fails to provide any of the required coverage in full compliance with the requirements of the Contract Documents, City may, at its sole discretion, purchase such coverage at Contractor's expense and deduct the cost from payments due to Contractor, or terminate the Contract for default. The procurement of the required insurance, or Contractor's failure to procure and maintain the required insurance, will not be construed to limit Contractor's liability under this Contract. The procurement of the required insurance will not be construed to fulfill Contractor's indemnification obligations under this Contract.

(A) ***Policies and Limits.*** The following insurance policies and limits are required for this Contract, unless otherwise specified in the Special Conditions:

(1) ***Commercial General Liability ("CGL") Insurance:*** The CGL insurance policy must be issued on an occurrence basis, written on a comprehensive general liability form with coverage at least as broad as ISO CG 00 01, and must include coverage for liability arising from Contractor's or its Subcontractor's acts or omissions in the performance of the Work, including contractor's protective coverage, contractual liability, products liability, completed operations, and broad form property damage, with limits of at least \$5,000,000 per occurrence and at least \$5,000,000 general aggregate. If insurance applies separately to a project/location, aggregate may be equal to per occurrence amount. The CGL insurance coverage may be arranged under a single policy for the full limits required or by a combination of underlying policies with the balance provided by excess or umbrella policies, provided each such policy complies with the requirements set forth in this Section, including required endorsements. The products liability and completed operations coverage must continue for a period of three years following City's acceptance of the Project.

(2) *Automobile Liability Insurance:* The automobile liability insurance policy must provide coverage of at least \$3,000,000 combined single-limit per accident for bodily injury, death, or property damage, including hired, owned, and non-owned auto liability. Coverage must be at least as broad as ISO Form Number CA 00 01 covering any auto (Code 1).

(3) *Workers' Compensation Insurance and Employer's Liability:* The workers' compensation and employer's liability insurance policy must comply with the requirements of the California Labor Code, providing coverage of at least \$1,000,000 or as otherwise required by statute, per accident for bodily injury or disease. If Contractor is self-insured, Contractor must provide its Certificate of Permission to Self-Insure, duly authorized by the DIR.

(4) *Pollution Liability Insurance:* The pollution liability insurance policy must provide coverage of at least \$1,000,000 per occurrence and \$2,000,000 aggregate for all loss arising out of claims for bodily injury, death, property damage, or environmental damage caused by pollution conditions resulting from the Work. If the Work involves lead-based paint or asbestos identification and/or remediation, the pollution liability insurance policy must not contain lead-based paint or asbestos exclusions. If the Work involves mold identification, the pollution liability policy must not contain a mold exclusion and the definition of "pollution" in the policy must include microbial matter, including mold.

(5) *Builder's Risk Insurance:* The builder's risk insurance policy must be issued on an occurrence basis, for all-risk or "all perils" coverage on a 100% completed value basis on the insurable portion of the Project for the benefit of City, without co-insurance provisions. Contractor must name City as loss payee.

- (B) **Notice.** Each certificate of insurance must state that the coverage afforded by the policy or policies will not be reduced, cancelled or allowed to expire without at least 30 days prior written notice to City, unless due to non-payment of premiums, in which case ten days prior written notice must be made to City.
- (C) **Waiver of Subrogation.** Each required policy must include an endorsement providing that the carrier will waive any right of subrogation it may have against City.
- (D) **Required Endorsements.** The CGL policy, automobile liability policy, pollution liability policy, and builder's risk policy must include the following specific endorsements:

(1) The City of Santa Rosa, including its Council, officials, officers, employees, agents, volunteers and consultants (collectively, "Additional Insured") must be named as an additional insured for all liability arising out of the operations by or on behalf of the named insured, and the policy must protect the Additional Insured against any and all liability for personal injury, death or property damage or destruction arising directly or indirectly in the performance of the Contract. Coverage for an Additional Insured will not be limited to the Additional Insured's vicarious

liability. The additional insured endorsement must be provided using ISO forms at least as broad as CG 20 10 04 13 or 20 38 04 13 (ongoing operations) and CG 20 37 04 13 (completed operations), or equivalent form(s) approved by the City.

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

(3) The insurance provided by Contractor is primary and no insurance held or owned by any Additional Insured may be called upon to contribute to a loss. This endorsement must be provided using ISO form CG 20 01 04 13 or an equivalent form approved by the City.

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

(E) **Contractor's Responsibilities.** This Section 4.3 establishes the minimum requirements for Contractor's insurance coverage in relation to this Project but is not intended to limit Contractor's ability to procure additional or greater coverage. Contractor is responsible for its own risk assessment and needs and is encouraged to consult its insurance provider to determine what coverage it may wish to carry beyond the minimum requirements of this Section. Contractor is solely responsible for the cost of its insurance coverage, including premium payments, deductibles, or self-insured retentions, and no Additional Insured will be responsible or liable for any of the cost of Contractor's insurance coverage. Contractor's insurance coverage applies to the full extent of the policies, and nothing contained herein will be construed to limit the application of such coverage.

(F) **Deductibles and Self-Insured Retentions.** Any deductibles or self-insured retentions that apply to the required insurance (collectively, "deductibles") in excess of \$10,000 are subject to approval by the City's Risk Manager, acting in his or her sole discretion, and must be declared by Contractor when it submits its certificates of insurance and endorsements pursuant to this Section 4.3. If the City's Risk Manager determines that the deductibles are unacceptably high, at City's option, Contractor must either reduce or eliminate the deductibles as they apply to City and all required Additional Insured; or must provide a financial guarantee, to City's satisfaction, guaranteeing payment of losses and related investigation, claim administration, and legal expenses.

(G) **Subcontractors.** Contractor must ensure that each Subcontractor is required to maintain the same insurance coverage required under this Section 4.3, with respect to its performance of Work on the Project, including those requirements related to the Additional Insureds and waiver of subrogation, but excluding pollution liability or builder's risk insurance unless otherwise specified in the Special Conditions. A Subcontractor may be eligible for reduced insurance coverage or limits, but only to the extent approved in writing in advance by the City's Risk Manager. Contractor must confirm that each Subcontractor has complied with these insurance requirements before the Subcontractor is permitted to begin Work on the Project. Upon request by the City, Contractor must provide certificates and endorsements submitted by each Subcontractor to prove compliance with this requirement. The insurance requirements for Subcontractors do not replace or limit the Contractor's insurance obligations.

Article 5 - Contract Time

5.1 Time is of the Essence. Time is of the essence in Contractor's performance and completion of the Work, and Contractor must diligently prosecute the Work and complete it within the Contract Time.

(A) **General.** Contractor must commence the Work on the date indicated in the Notice to Proceed and must fully complete the Work in strict compliance with all requirements of the Contract Documents and within the Contract Time. Contractor may not begin performing the Work before the date specified in the Notice to Proceed.

(B) **Authorization.** Contractor is not entitled to compensation or credit for any Work performed before the date specified in the Notice to Proceed, with the exception of any schedules, submittals, or other requirements, if any, that must be provided or performed before issuance of the Notice to Proceed.

(C) **Rate of Progress.** 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 City determines that Contractor is failing to prosecute the Work at a sufficient rate of progress, City 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 City, in order to achieve a rate of progress satisfactory to City. If Contractor fails to comply with City's directive in this regard, City may, at Contractor's expense, separately contract for additional workers, materials, or equipment or use City's own forces to achieve the necessary rate of progress. Alternatively, City may terminate the Contract based on Contractor's default.

5.2 Schedule Requirements. Contractor must prepare all schedules using standard, commercial scheduling software acceptable to the Engineer, and must provide the schedules in electronic and paper form as requested by the Engineer. In addition to the general scheduling requirements set forth below, Contractor must also comply with any scheduling requirements included in the Special Conditions or in the Technical Specifications.

(A) **Baseline (As-Planned) Schedule.** Within ten calendar days following City's issuance of the Notice to Proceed (or as otherwise specified in the Notice to Proceed), Contractor must submit to City for review and acceptance a baseline (as-planned) schedule using critical path methodology showing in detail how Contractor plans to perform and fully complete the Work within the Contract Time, including labor, equipment, materials, and fabricated items. The baseline schedule must show the order of the major items of Work and the dates of start and completion of each item, including when the materials and equipment will be procured. The schedule must also include the work of all trades, reflecting anticipated labor or crew hours and equipment loading for the construction activities, and must be sufficiently comprehensive and detailed to enable progress to be monitored on a day-by-day basis. For each activity, the baseline schedule must be dated, provided in the format specified in the Contract Documents or as required by City, and must include, at a minimum, a description of the activity, the start and completion dates of the activity, and the duration of the activity.

(1) **Specialized Materials Ordering.** Within five calendar days following issuance of the Notice to Proceed, Contractor must order any specialized material or equipment for the Work that is not readily available from material suppliers. Contractor must also retain documentation of the purchase order date(s).

(B) **City's Review of Schedules.** City will review and may note exceptions to the baseline schedule, and to the progress schedules submitted as required below, to assure completion of the Work within the Contract Time. Contractor is solely responsible for resolving any exceptions noted in a schedule and, within seven days, must correct the schedule to address the exceptions. City's review or acceptance of Contractor's schedules will not operate to waive or limit Contractor's duty to complete the Project within the Contract Time, nor to waive or limit City's right to assess liquidated damages for Contractor's unexcused failure to do so.

(C) **Progress Schedules.** After City accepts the final baseline schedule with no exceptions, Contractor must submit an updated progress schedule and three-week look-ahead schedule, in the format specified by City, for review and acceptance with each application for a progress payment, or when otherwise specified by City, until completion of the Work. The updated progress schedule must: show how the actual progress of the Work as constructed to date compares to the baseline schedule; reflect any proposed changes in the construction schedule or method of operations, including to achieve Project milestones within the Contract Time; and identify any actual or potential impacts to the critical path. Contractor must also submit periodic reports to City of any changes in the projected material or equipment delivery dates for the Project.

(1) **Float.** The progress schedule must show early and late completion dates for each task. The number of days between those dates will be designated as the "float." Any float belongs to the Project and may be allocated by the Engineer to best serve timely completion of the Project.

(2) **Failure to Submit Schedule.** Reliable, up-to-date schedules are essential to efficient and cost-effective administration of the Project and timely completion. If Contractor fails to submit a schedule within the time periods specified in this Section or submits a schedule to which City has noted exceptions that are not corrected, City may withhold up to five percent from payment(s) otherwise due to Contractor until the exceptions are resolved, the schedule is corrected and resubmitted, and City has accepted the schedule. In addition, Contractor's failure to comply with the schedule requirements in this Section 5.2 will be deemed a material default and a waiver of any claims for Excusable Delay or loss of productivity arising during any period when Contractor is out of compliance, subject only to the limits of Public Contract Code § 7102.

(D) **Recovery Schedule.** If City determines that the Work is more than one week behind schedule, within seven days following written notice of such determination, Contractor must submit a recovery schedule, showing how Contractor intends to perform and complete the Work within the Contract Time, based on actual progress to date.

(E) **Effect of Acceptance.** Contractor and its Subcontractors must perform the Work in accordance with the most current City-accepted schedule unless otherwise directed by City. City's acceptance of a schedule does not operate to extend the time for completion of the Work or any component of the Work, and will not affect City's right to assess liquidated damages for Contractor's unexcused delay in completing the Work within the Contract Time.

(F) **Posting.** Contractor must at all times prominently post a copy of the most current City-accepted progress or recovery schedule in its on-site office.

(G) **Reservation of Rights.** City reserves the right to direct the sequence in which the Work must be performed or to make changes in the sequence of the Work in order to facilitate the performance of work by City or others, or to facilitate City's use of its property. The Contract Time or Contract Price may be adjusted to the extent such changes in sequence actually increase or decrease Contractor's time or cost to perform the Work.

(H) **Authorized Working Days and Times.** Contractor is limited to working Monday through Friday, excluding holidays, during City's normal business hours, except as provided in the Special Conditions or as authorized in writing by City. City reserves the right to charge Contractor for additional costs incurred by City due to Work performed on days or during hours not expressly authorized in the Contract Documents, including reimbursement of costs incurred for inspection, testing, and construction management services.

5.3 Delay and Extensions of Contract Time.

(A) **Notice of Delay.** 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.

(B) **Excusable Delay.** The Contract Time may be extended if Contractor encounters "Excusable Delay," which is an unavoidable delay in completing the Work within the Contract Time due to causes completely beyond Contractor's control, and which Contractor could not have avoided or mitigated through reasonable care, planning, foresight, or diligence, provided that Contractor is otherwise fully performing its obligations under the Contract Documents. Grounds for Excusable Delay may include fire, natural disasters including earthquake or unusually severe weather, acts of terror or vandalism, epidemic, unforeseeable adverse government actions, unforeseeable actions of third parties, encountering unforeseeable hazardous materials, unforeseeable site conditions, or suspension for convenience under Article 13. The Contract Time will not be extended based on circumstances which will not unavoidably delay completing the Work within the Contract Time based on critical path analysis.

(C) **Weather Delays.** A "Weather Delay Day" is a Working Day during which Contractor and its forces, including Subcontractors, are unable to perform more than 40% of the critical path Work scheduled for that day due to adverse weather conditions which impair the ability to safely or effectively perform the scheduled critical path Work that day. Adverse weather conditions may include rain, saturated soil, and Project site clean-up required due to adverse weather. Determination of what constitutes critical path Work scheduled for that day will be

based on the most current, City-approved schedule. Contractor will be entitled to a non-compensable extension of the Contract Time for each Weather Delay Day in excess of the normal Weather Delay Days within a given month as determined by reliable records, including monthly rainfall averages, for the preceding ten years (or as otherwise specified in the Special Conditions or Specifications).

(1) Contractor must fully comply with the applicable procedures in Articles 5 and 6 of the General Conditions regarding requests to modify the Contract Time.

(2) Contractor will not be entitled to an extension of time for a Weather Delay Day to the extent Contractor is responsible for concurrent delay on that day.

(3) Contractor must take reasonable steps to mitigate the consequences of Weather Delay Days, including prudent workforce management and protecting the Work, Project Site, materials, and equipment.

(D) **Non-Excusable Delay.** Delay which Contractor could have avoided or mitigated through reasonable care, planning, foresight, or diligence is “Non-Excusable Delay.” Contractor is not entitled to an extension of Contract Time or any compensation for Non-Excusable Delay, or for Excusable Delay that is concurrent with Non-Excusable Delay. Non-Excusable Delay includes delay caused by:

(1) weather conditions which are normal for the location of the Project, as determined by reliable records, including monthly rainfall averages, for the preceding ten years;

(2) Contractor’s failure to order equipment and materials sufficiently in advance of the time needed for completion of the Work within the Contract Time;

(3) Contractor’s failure to provide adequate notification to utility companies or agencies for connections or services necessary for completion of the Work within the Contract Time;

(4) foreseeable conditions which Contractor could have ascertained from reasonably diligent inspection of the Project site or review of the Contract Documents or other information provided or available to Contractor;

(5) Contractor’s failure, refusal, or financial inability to perform the Work within the Contract Time, including insufficient funds to pay its Subcontractors or suppliers;

(6) performance or non-performance by Contractor’s Subcontractors or suppliers;

(7) the time required to respond to excessive RFIs (see Section 2.5(G));

(8) delayed submission of required submittals, or the time required for correction and resubmission of defective submittals;

(9) time required for repair of, re-testing, or re-inspection of defective Work;

(10) enforcement of Laws by City, or outside agencies with jurisdiction over the Work; or

(11) City's exercise or enforcement of any of its rights or Contractor's duties pursuant to the Contract Documents, including correction of defective Work, extra inspections or testing due to non-compliance with Contract requirements, safety compliance, environmental compliance, or rejection and return of defective or deficient submittals.

(E) **Compensable Delay.** Pursuant to Public Contract Code § 7102, in addition to entitlement to an extension of Contract Time, Contractor is entitled to compensation for costs incurred due to delay caused solely by City, when that delay is unreasonable under the circumstances involved and not within the contemplation of the parties ("Compensable Delay"). Contractor is not entitled to an extension of Contract Time or recovery of costs for Compensable Delay that is concurrent with Non-Excusable Delay. Delay due to Weather Delay Days in excess of normal for a given month, as set forth in Section 5.3(C), is not Compensable Delay, and will only entitle Contractor to an extension of time commensurate with the time lost due to such delay.

(F) **Recoverable Costs.** Contractor is not entitled to compensation for Excusable Delay unless it is Compensable Delay, as defined above. Contractor is entitled to recover only the actual, direct, reasonable, and substantiated costs ("Recoverable Costs") for each working day that the Compensable Delay prevents Contractor from proceeding with more than 50% of the critical path Work scheduled for that day, based on the most recent progress schedule accepted by City. Recoverable Costs will not include home office overhead or lost profit.

(G) **Request for Extension of Contract Time or Recoverable Costs.** A request for an extension of Contract Time or any associated Recoverable Costs must be submitted in writing to City within 14 calendar days of the date the delay is first encountered, even if the duration of the delay is not yet known at that time, or any entitlement to the Contract Time extension or to the Recoverable Costs will be deemed waived. In addition to complying with the requirements of this Article 5, the request must be submitted in compliance with the Change Order request procedures in Article 6 below. Strict compliance with these requirements is necessary to ensure that any delay or consequences of delay may be mitigated as soon as possible, and to facilitate cost-efficient administration of the Project and timely performance of the Work. Any request for an extension of Contract Time or Recoverable Costs that does not strictly comply with all of the requirements of Article 5 and Article 6 will be deemed waived.

(1) **Required Contents.** The request must include a detailed description of the cause(s) of the delay and must also describe the measures that Contractor has taken to mitigate the delay and/or its effects, including efforts to mitigate the cost impact of the delay, such as by workforce management or by a change in sequencing. If the delay is still ongoing at the time the request is submitted, the request should also include Contractor's plan for continued mitigation of the delay or its effects.

(2) *Delay Days and Costs.* The request must specify the number of days of Excusable Delay claimed or provide a realistic estimate if the duration of the delay is not yet known. If Contractor believes it is entitled to Recoverable Costs for Compensable Delay, the request must specify the amount and basis for the Recoverable Costs that are claimed or provide a realistic estimate if the amount is not yet known. Any estimate of delay duration or cost must be updated in writing and submitted with all required supporting documentation as soon as the actual time and cost is known. The maximum extension of Contract Time will be the number of days, if any, by which an Excusable Delay or a Compensable Delay exceeds any concurrent Non-Excusable Delay. Contractor is entitled to an extension of Contract Time, or compensation for Recoverable Costs, only if, and only to the extent that, such delay will unavoidably delay Final Completion.

(3) *Supporting Documentation.* The request must also include any and all supporting documentation necessary to evidence the delay and its actual impacts, including scheduling and cost impacts with a time impact analysis using critical path methodology and demonstrating the unavoidable delay to Final Completion. The time impact analysis must be submitted in a form or format acceptable to City.

(4) *Burden of Proof.* Contractor has the burden of proving that: the delay was an Excusable Delay or Compensable Delay, as defined above; Contractor has fully complied with its scheduling obligations in Section 5.2, Schedule Requirements; Contractor has made reasonable efforts to mitigate the delay and its schedule and cost impacts; the delay will unavoidably result in delaying Final Completion; and any Recoverable Costs claimed by Contractor were actually incurred and were reasonable under the circumstances.

(5) *Legal Compliance.* Nothing in this Section 5.3 is intended to require the waiver, alteration, or limitation of the applicability of Public Contract Code § 7102.

(6) *No Waiver.* Any grant of an extension of Contract Time, or compensation for Recoverable Costs due to Compensable Delay, will not operate as a waiver of City's right to assess liquidated damages for Non-Excusable Delay.

(7) *Dispute Resolution.* In the event of a dispute over entitlement to an extension of Contract Time or compensation for Recoverable Costs, Contractor may not stop Work pending resolution of the dispute, but must continue to comply with its duty to diligently prosecute the performance and timely completion of the Work. Contractor's sole recourse for an unresolved dispute based on City's rejection of a Change Order request for an extension of Contract Time or compensation for Recoverable Costs is to comply with the dispute resolution provisions set forth in Article 12 below.

5.4 Liquidated Damages. It is expressly understood that if Final Completion is not achieved within the Contract Time, City will suffer damages from the delay that are difficult to determine and accurately specify. Pursuant to Public Contract Code § 7203, if Contractor fails to achieve Final Completion within the Contract

Time due to Contractor's Non-Excusable Delay, City will charge Contractor in the amount specified in the Contract for each calendar day that Final Completion is delayed beyond the Contract Time, as liquidated damages and not as a penalty. Any waiver of accrued liquidated damages, in whole or in part, is subject to approval of the City Council or its authorized delegee.

(A) **Liquidated Damages.** Liquidated damages will not be assessed for any Excusable Delay or Compensable Delay, as set forth above.

(B) **Milestones.** Liquidated damages may also be separately assessed for failure to meet milestones specified elsewhere in the Contract Documents.

(C) **Setoff.** City is entitled to deduct the amount of liquidated damages assessed against any payments otherwise due to Contractor, including progress payments, Final Payment, or unreleased retention. If there are insufficient Contract funds remaining to cover the full amount of liquidated damages assessed, City is entitled to recover the balance from Contractor or its performance bond surety.

(D) **Occupancy or Use.** Occupancy or use of the Project in whole or in part prior to Final Completion does not constitute City's acceptance of the Project and will not operate as a waiver of City's right to assess liquidated damages for Contractor's Non-Excusable Delay in achieving Final Completion.

(E) **Other Remedies.** City's right to liquidated damages under this Section applies only to damages arising from Contractor's Non-Excusable Delay or failure to complete the Work within the Contract Time. City retains its right to pursue all other remedies under the Contract for other types of damage, including damage to property or persons, costs or diminution in value from defective materials or workmanship, costs to repair or complete the Work, or other liability caused by Contractor.

Article 6 - Contract Modification

6.1 Contract Modification. Subject to the limited exception set forth in subsection (D) below, any change in the Work or the Contract Documents, including the Contract Price or Contract Time, will not be a valid and binding change to the Contract unless it is formalized in a Change Order, including a "no-cost" Change Order or a unilateral Change Order. Changes in the Work pursuant to this Article 6 will not operate to release, limit, or abridge Contractor's warranty obligations pursuant to Article 11 or any obligations of Contractor's bond sureties.

(A) **City-Directed Changes.** City may direct changes in the scope or sequence of Work or the requirements of the Contract Documents, without invalidating the Contract. Such changes may include Extra Work as set forth in subsection (C) below, or deletion or modification of portions of the Work. Contractor must promptly comply with City-directed changes in the Work in accordance with the original Contract Documents, even if Contractor and City have not yet reached agreement as to adjustments to the Contract Price or Contract Time for the change in the Work or for the Extra Work. Contractor is not entitled to extra compensation for cost savings resulting from "value engineering" pursuant to Public Contract Code § 7101, except to the extent authorized in advance by City in writing, and subject to any applicable procedural requirements for submitting a proposal for value engineering cost savings.

(B) **Disputes.** In the event of a dispute over entitlement to or the amount of a change in Contract Time or a change in Contract Price related to a City-directed change in the Work, Contractor must perform the Work as directed and may not delay its Work or cease Work pending resolution of the dispute, but must continue to comply with its duty to diligently prosecute the performance and timely completion of the Work, including the Work in dispute. Likewise, in the event that City and Contractor dispute whether a portion or portions of the Work are already required by the Contract Documents or constitute Extra Work, or otherwise dispute the interpretation of any portion(s) of the Contract Documents, Contractor must perform the Work as directed and may not delay its Work or cease Work pending resolution of the dispute, but must continue to comply with its duty to diligently prosecute the performance and timely completion of the Work, including the Work in dispute, as directed by City. If Contractor refuses to perform the Work in dispute, City may, acting in its sole discretion, elect to delete the Work from the Contract and reduce the Contract Price accordingly, and self-perform the Work or direct that the Work be performed by others. Alternatively, City may elect to terminate the Contract for convenience or for cause. Contractor's sole recourse for an unresolved dispute related to changes in the Work or performance of any Extra Work is to comply with the dispute resolution provisions set forth in Article 12, below.

(C) **Extra Work.** City may direct Contractor to perform Extra Work related to the Project. Contractor must promptly perform any Extra Work as directed or authorized by City in accordance with the original Contract Documents, even if Contractor and City have not yet reached agreement on adjustments to the Contract Price or Contract Time for such Extra Work. If Contractor believes it is necessary to perform Extra Work due to changed conditions, Contractor must promptly, in advance of Extra Work, notify the Engineer in writing, specifically identifying the Extra Work and the reason(s) the Contractor believes it is Extra Work. This notification requirement does not constitute a Change Order request pursuant to Section 6.2, below. Contractor must maintain detailed daily records that itemize the cost of each element of Extra Work, and sufficiently distinguish the direct cost of the Extra Work from the cost of other Work performed. For each day that Contractor performs Extra Work, or Work that Contractor contends is Extra Work, Contractor must submit no later than the following Working Day, a daily report of the Extra Work performed that day and the related costs, together with copies of certified payroll, invoices, and other documentation substantiating the costs ("Extra Work Report"). The Engineer will make any adjustments to Contractor's Extra Work Report(s) based on the Engineer's records of the Work. When an Extra Work Report(s) is agreed on and signed by both City and Contractor, the Extra Work Report(s) will become the basis for payment under a duly authorized and signed Change Order. Failure to submit the required documentation by close of business on the next Working Day is deemed a full and complete waiver for any change in the Contract Price or Contract Time for any Extra Work performed that day.

(D) **Minor Changes and RFIs.** Minor field changes, including RFI replies from City, that do not affect the Contract Price or Contract Time and that are approved by the Engineer acting within his or her scope of authority, do not require a Change Order. By executing an RFI reply from City, Contractor agrees that it will perform the Work as clarified therein, with no change to the Contract Price or Contract Time.

(E) **Remedy for Non-Compliance.** Contractor's failure to promptly comply with a city-directed change is deemed a material breach of the Contract, and in addition to all other remedies available to it, City may, at its sole discretion, hire another contractor or use its own forces to complete the disputed Work at Contractor's sole expense, and may deduct the cost from the Contract Price.

6.2 Contractor Change Order Requests. Contractor must submit a request or proposal for a change in the Work, compensation for Extra Work, or a change in the Contract Price or Contract Time as a written Change Order request or proposal.

(A) **Time for Submission.** Any request for a change in the Contract Price or the Contract Time must be submitted in writing to the Engineer within 14 calendar days of the date that Contractor first encounters the circumstances, information or conditions giving rise to the Change Order request, even if the total amount of the requested change in the Contract Price or impact on the Contract Time is not yet known at that time. If City requests that Contractor propose the terms of a Change Order, unless otherwise specified in City's request, Contractor must provide the Engineer with a written proposal for the change in the Contract Price or Contract Time within five working days of receiving City's request, in a form satisfactory to the Engineer.

(B) **Required Contents.** Any Change Order request or proposal submitted by Contractor must include a complete breakdown of actual or estimated costs and credits, and must itemize labor, materials, equipment, taxes, insurance, subcontract amounts, and, if applicable, Extra Work Reports. Any estimated cost must be updated in writing as soon as the actual amount is known.

(C) **Required Documentation.** All claimed costs must be fully documented, and any related request for an extension of time or delay-related costs must be included at that time and in compliance with the requirements of Article 5 of the General Conditions. Upon request, Contractor must permit City to inspect its original and unaltered bidding records, subcontract agreements, subcontract change orders, purchase orders, invoices, or receipts associated with the claimed costs.

(D) **Required Form.** Contractor must use City's form(s) for submitting all Change Order requests or proposals, unless otherwise specified by City.

(E) **Certification.** All Change Order requests must be signed by Contractor and must include the following certification:

"The undersigned Contractor certifies under penalty of perjury that its statements and representations in this Change Order request are true and correct. Contractor warrants that this Change Order request is comprehensive and complete as to the Work or changes referenced herein, and agrees that any known or foreseeable costs, expenses, or time extension requests not included herein, are deemed waived."

6.3 Adjustments to Contract Price. The amount of any increase or decrease in the Contract Price will be determined based on one of the following methods listed below, in the order listed with unit pricing taking precedence over the other methods. Markup applies only to City-authorized time and material Work, and

does not apply to any other payments to Contractor. For Work items or components that are deleted in their entirety, Contractor will only be entitled to compensation for those direct, actual, and documented costs (including restocking fees), reasonably incurred before Contractor was notified of the City's intent to delete the Work, with no markup for overhead, profit, or other indirect costs.

(A) **Unit Pricing.** Amounts previously provided by Contractor in the form of unit prices, either in a bid schedule or in a post-award schedule of values pursuant to Section 8.1, Schedule of Values, will apply to determine the price for the affected Work, to the extent applicable unit prices have been provided for that type of Work. No additional markup for overhead, profit, or other indirect costs will be added to the calculation.

(B) **Lump Sum.** A mutually agreed upon, all-inclusive lump sum price for the affected Work with no additional markup for overhead, profit, or other indirect costs.

(C) **Time and Materials.** On a time and materials basis, if and only to the extent compensation on a time and materials basis is expressly authorized by City in advance of Contractor's performance of the Work and subject to any not-to-exceed limit. Time and materials compensation for increased costs or Extra Work (but not decreased costs or deleted Work), will include allowed markup for overhead, profit, and other indirect costs, calculated as the total of the following sums, the cumulative total of which may not exceed the maximum markup rate of 15%:

- (1) All direct labor costs provided by the Contractor, excluding superintendence, project management, or administrative costs, plus 15% markup;
- (2) All direct material costs provided by the Contractor, including sales tax, plus 15% markup;
- (3) All direct plant and equipment rental costs provided by the Contractor, plus 15% markup;
- (4) All direct additional subcontract costs plus 10% markup for Work performed by Subcontractors; and
- (5) Increased bond or insurance premium costs computed at 1.5% of total of the previous four sums.

6.4 Unilateral Change Order. If the parties dispute the terms of a proposed Change Order, including disputes over the amount of compensation or extension of time that Contractor has requested, the value of deleted or changed Work, what constitutes Extra Work, or quantities used, City may elect to issue a unilateral Change Order, directing performance of the Work, and authorizing a change in the Contract Price or Contract Time for the adjustment to compensation or time that the City believes is merited. Contractor's sole recourse to dispute the terms of a unilateral Change Order is to submit a timely Claim pursuant to Article 12, below.

- 6.5 Non-Compliance Deemed Waiver.** Contractor waives its entitlement to any increase in the Contract Price or Contract Time if Contractor fails to fully comply with the provisions of this Article. Contractor will not be paid for unauthorized Extra Work.

Article 7 - General Construction Provisions

7.1 Permits, Fees, Licenses, Certificates, and Taxes.

(A) **Permits, Fees, Licenses, and Certificates.** Contractor must obtain and pay for all permits, fees, licenses, and certificates required to perform the Work, including a city business tax certificate. Contractor must cooperate with and provide notifications to all government agencies with jurisdiction over the Project, as may be required. Contractor must provide City with copies of all records of permits and permit applications, payment of required fees, and any licenses and certificates required for the Work.

(B) **Taxes.** Contractor must pay for all taxes on labor, material, and equipment, except Federal Excise Tax to the extent that City is exempt from Federal Excise Tax.

- 7.2 Temporary Facilities.** Contractor must provide, at Contractor's sole expense, any and all temporary facilities for the Project, including an onsite staging area for materials and equipment, a field office, sanitary facilities, utilities, storage, scaffolds, barricades, walkways, and any other temporary structure required to safely perform the Work along with any incidental utility services. The location of all temporary facilities must be approved by the City prior to installation. Temporary facilities must be safe and adequate for the intended use and installed and maintained in accordance with Laws and the Contract Documents. Contractor must fence and screen the Project site and, if applicable, any separate Worksites, including the staging area, and its operation must minimize inconvenience to neighboring properties. Additional provisions pertaining to temporary facilities are set forth in this Article 7 and may also be included in the Specifications or Special Conditions.

(A) **Utilities.** Contractor must install and maintain the power, water, sewer, and all other utilities required for the Project site and performance of the Work, including the piping, wiring, internet and wifi connections, and any related equipment necessary to maintain the temporary facilities. Contractor may obtain water from the City's water system or from a source other than City's water system, if approved in advance by the Engineer. Before obtaining water from the City's water system, Contractor must obtain a Water Use Permit from the Water Department and rent a hydrant or bridge meter. Contractor is responsible for the cost of all water and all related deposits, permits, and fees. Contractor is prohibited from operating gate valves or fire hydrants on the City's water system. The acquisition of water from the City's water system through un-metered hydrants or other facilities is a violation of Laws. Citations and fines may be levied for violation of these and other utility regulations and may be deducted from payment otherwise due Contractor.

(B) **Removal and Repair.** Contractor must promptly remove all such temporary facilities when they are no longer needed or upon completion of the Work, whichever comes first. Contractor must promptly repair any damage to

City's property or to other property caused by the installation, use, or removal of the temporary facilities, and must promptly restore the property to its original or intended condition.

7.3 Noninterference and Site Management. Contractor must avoid interfering with City's use of its property at or adjacent to the Project site, including use of roadways, entrances, parking areas, walkways, and structures. Contractor must also minimize disruption of access to private property in the Project vicinity. Contractor must coordinate with affected property owners, tenants, and businesses, and maintain some vehicle and pedestrian access to their residences or properties at all times. Temporary access ramps, fencing or other measures must be provided as needed. Before blocking access to a private driveway or parking lot, Contractor must provide effective notice to the affected parties at least 48 hours in advance of the pending closure and allow them to remove vehicles. Private driveways, residences and parking lots must have access to a roadway during non-Work hours. Full access shall be provided to all driveways during non-working hours.

(A) **Offsite Acquisition.** Unless otherwise provided by City, Contractor must acquire, use, and dispose of, at its sole expense, any Worksites, licenses, easements, and temporary facilities necessary to access and perform the Work.

(B) **Offsite Staging Area and Field Office.** If additional space beyond the Project site is needed, such as for the staging area or the field office, Contractor may need to make arrangements with the nearby property owner(s) to secure the space and obtain a temporary use permit, in accordance with City Code § 20-52.040. Before using or occupying any property owned by a third party, Contractor must provide City with a copy of the necessary license agreement, easement, or other written authorization from the property owner, together with a written release from the property owner holding City harmless from any related liability, in a form acceptable to the City Attorney.

(C) **Traffic Management.** Contractor must provide traffic management and traffic controls as specified in the Contract Documents, as required by Laws, and as otherwise required to ensure public and worker safety, and to avoid interference with public or private operations or the normal flow of vehicular, bicycle, and pedestrian traffic.

7.4 Signs. No signs may be displayed on or about City's property, except signage which is required by Laws or by the Contract Documents, without City's prior written approval as to size, design, and location.

7.5 Project Site and Nearby Property Protections.

(A) **General.** Contractor is responsible at all times, on a 24-hour basis and at its sole cost, for protecting the Work, the Project site, and the materials and equipment to be incorporated into the Work, until the City has accepted the Project, excluding any exceptions to acceptance, if any. Except as specifically authorized by City, Contractor must confine its operations to the area of the Project site indicated in the Plans and Specifications. Contractor is liable for any damage caused by Contractor or its Subcontractors to the Work, City's property, the property of adjacent or nearby property owners and the work or personal property of other contractors working for City, including damage related to Contractor's failure to adequately secure the Work or any Worksite.

(1) Subject to City's approval, Contractor will provide and install safeguards to protect the Work; any Worksite, including the Project site; City's real or personal property and the real or personal property of adjacent or nearby property owners, including plant and tree protections.

(2) City wastewater systems may not be interrupted. If the Work disrupts existing sewer facilities, Contractor must immediately notify City and establish a plan, subject to City's approval, to convey the sewage in closed conduits back into the sanitary sewer system. Sewage must not be permitted to flow in trenches or be covered by backfill.

(3) Contractor must remove with due care, and store at City's request, any objects or material from the Project site that City will salvage or reuse at another location.

(4) If directed by Engineer, Contractor must promptly repair or replace any property damage, resulting from Work on the Project, as specified by the Engineer. However, acting in its sole discretion, City may elect to have the property damage remedied otherwise, and may deduct the cost to repair or replace the damaged property from payment otherwise due to Contractor.

(5) Contractor will not permit any structure or infrastructure to be loaded in a manner that will damage or endanger the integrity of the structure or infrastructure.

(6) All valves, hydrants, and other appurtenances of the City's water system that are the property of City and removed by Contractor in the performance of the Work must be delivered to City's Municipal Services Center (55 Stony Point Road) unless Contractor has obtained specific written approval from the Water Department to dispose of the items.

(B) **Securing Project Site.** After completion of Work each day, Contractor must secure the Project site and, to the extent feasible, make the area reasonably accessible to the public unless City approves otherwise. All excess materials and equipment not protected by approved traffic control devices must be relocated to the staging area or demobilized. Trench spoils must be hauled off the Project site daily and open excavations must be protected with steel plates. Contractor and Subcontractor personnel may not occupy or use the Project site for any purpose during non-Work hours, except as may be provided in the Contract Documents or pursuant to prior written authorization from City.

(C) **Unforeseen Conditions.** If Contractor encounters facilities, utilities, or other unknown conditions not shown on or reasonably inferable from the Plans or apparent from inspection of the Project site, Contractor must immediately notify the City and promptly submit a Request for Information within 14 calendar days to obtain further directions from the Engineer. Contractor must avoid taking any action which could cause damage to the facilities or utilities pending further direction from the Engineer. The Engineer's written response will be final and binding on Contractor. If the Engineer's subsequent direction to Contractor affects Contractor's cost or time to perform the Work, Contractor may submit a Change Order request as set forth in Article 6 above.

(D) **Support; Adjacent Properties.** Contractor must provide, install, and maintain all shoring, bracing, and underpinning necessary to provide support to City's property and adjacent properties and improvements thereon. Contractor must provide notifications to adjacent property owners as may be required by Laws. See also, Section 7.15, Trenching of Five Feet or More.

(E) **Notification of Property Damage.** Contractor must immediately notify the City of damage to any real or personal property resulting from Work on the Project, including damage to City's water system. Contractor must immediately provide a written report to City of any such property damage in excess of \$500 (based on estimated cost to repair or replace) within 24 hours of the occurrence. The written report must include: (1) the location and nature of the damage, and the owner of the property, if known; (2) the name and address of each employee of Contractor or any Subcontractor involved in the damage; (3) a detailed description of the incident, including precise location, time, and names and contact information for known witnesses; and (4) a police or first responder report, if applicable. If Contractor is required to file an accident report with another government agency, Contractor will provide a copy of the report to City.

(F) **Damage to City's Water System.** Contractor must promptly repair and remediate, at its sole expense, any damage caused by Contractor to the City's water system, in a manner satisfactory to the Water Department. This includes damage to property and facilities resulting from Contractor's failure to make a written request for a markout or starting Work without providing the Water Department a reasonable opportunity to mark facilities; Contractor's destruction of markouts; Contractor's failure to perform hand dinging or probing for utilities near markouts; and Contractor's failure to use reasonable caution, regardless of whether markouts are present or clear. Reasonable caution includes any efforts to avoid damaging existing facilities, such as when excavating in the vicinity of water mains. All repairs must be witnessed, inspected, and approved by the Water Department prior to backfilling the excavation. If backfilling occurs prior to inspection and approval, City may require re-excavation by Contractor, at Contractor's sole expense. Acting in its sole discretion, City may elect to have the damage remedied otherwise, including by its own forces, and may deduct the cost thereof from payment otherwise due to Contractor. If City elects to remedy damage to the water system with its own forces, the cost thereof will be in accordance with the emergency repair rate schedule of the Water Department.

7.6 Materials and Equipment.

(A) **General.** Unless otherwise specified, all materials and equipment required for the Work must be new, free from defects, and of the best grade for the intended purpose, and furnished in sufficient quantities to ensure the proper and expeditious performance of the Work. All materials, equipment, and tools furnished or installed by Contractor must meet or exceed applicable Occupational Safety and Health Administration ("OSHA") standards. Contractor must employ measures to preserve the specified quality and fitness of the materials and equipment. Unless otherwise specified, all materials and equipment required for the Work are deemed to include all components required for complete installation and intended operation and must be installed in accordance with the manufacturer's recommendations or instructions. Contractor is responsible for all shipping, handling, and storage costs associated with the materials and equipment required for the Work. Contractor is responsible for

providing security and protecting the Work and all of the required materials, supplies, tools and equipment at Contractor's sole cost until City has formally accepted the Project as set forth in Section 11.1, Final Completion. Contractor will not assign, sell, mortgage, or hypothecate any materials or equipment for the Project, or remove any materials or equipment that have been installed or delivered.

(B) **City-Provided.** If the Work includes installation of materials or equipment to be provided by City, Contractor is solely responsible for the proper examination, handling, storage, and installation in accordance with the Contract Documents. Contractor must notify City of any defects discovered in City-provided materials or equipment, sufficiently in advance of scheduled use or installation to afford adequate time to procure replacement materials or equipment as needed. Contractor is solely responsible for any loss of or damage to such items which occurs while the items are in Contractor's custody and control, the cost of which may be offset from the Contract Price and deducted from any payment(s) due to Contractor.

(C) **Intellectual Property Rights.** Contractor must, at its sole expense, obtain any authorization or license required for use of patented or copyright-protected materials, equipment, devices, or processes that are incorporated into the Work. Upon request, Contractor must provide proof of any such authorization or license to City. Contractor's indemnity obligations in Article 4 apply to any claimed violation of intellectual property rights.

7.7 Substitutions.

(A) **"Or Equal."** Any Specification designating a material, product, or thing (collectively, "item") or service by specific brand or trade name, followed by the words "or equal," is intended only to indicate the quality and type of item or service desired, and Contractor may request use of any equal item or service. Unless otherwise stated in the Specifications, any reference to a specific brand or trade name for an item or service that is used solely for the purpose of describing the type of item or service desired, will be deemed to be followed by the words "or equal." A substitution will only be approved if it is a true "equal" item or service in every aspect of design, function, and quality, as determined by City, including dimensions, weight, maintenance requirements, durability, fit with other elements, and schedule impacts.

(B) **Request for Substitution.** A post-award request for substitution of an item or service must be submitted in writing to the Engineer for approval in advance, within the applicable time period provided in the Contract Documents. If no time period is specified, the substitution request may be submitted any time within 35 days after the date of award of the Contract, or sufficiently in advance of the time needed to avoid delay of the Work, whichever is earlier. A request for substitution must contain a description of any proposed changes to the Work required to accommodate the substitution and drawings and details showing all such changes.

(C) **Substantiation.** Any available data substantiating the proposed substitute as an equal item or service must be submitted with the written request for substitution. Contractor's failure to timely provide all necessary substantiation, including any required test results as soon as they are available, is grounds for rejection of the proposed substitution, without further review.

(D) **Burden of Proving Equality.** Contractor has the burden of proving the equality of the proposed substitution at Contractor's sole cost. City has sole discretion to determine whether a proposed substitution is equal, and City's determination is final.

(E) **Approval or Rejection.** If the proposed substitution is approved, Contractor is solely responsible for any additional costs or time associated with the substituted item or service. If the proposed substitution is rejected, Contractor must, without delay, install the item or use the service as specified by City.

(F) **Contractor's Obligations.** City's approval of a proposed substitution will not relieve Contractor from any of its obligations under the Contract Documents. In the event Contractor makes an unauthorized substitution, Contractor will be solely responsible for all resulting cost impacts, including the cost of removal and replacement and the impact to other design elements.

7.8 Testing and Inspection.

(A) **General.** All materials, equipment, and workmanship used in the Work are subject to inspection and testing by City, including the Materials Lab, at all times and at all locations during construction and/or fabrication, including at any Worksite, shops, and yards. All manufacturers' application or installation instructions must be provided to the Engineer at least ten days prior to the first such application or installation. Contractor must, at all times, make the Work available for testing or inspection. Neither City's inspection or testing of Work, nor its failure to do so, operate to waive or limit Contractor's duty to complete the Work in accordance with the Contract Documents.

(B) **Scheduling and Notification.** Contractor must cooperate with City in coordinating the inspections and testing. Contractor must submit samples of materials, at Contractor's expense, and schedule all tests required by the Contract Documents in time to avoid any delay to the progress of the Work. Contractor will coordinate directly with the Engineer when scheduling inspections or tests, unless otherwise specified in the Special Conditions. Contractor must notify the Engineer no later than noon of the Working Day before any inspection or testing and must provide timely notice to the other necessary parties as specified in the Contract Documents. If Contractor schedules an inspection or test beyond regular Work hours, or on a Saturday, Sunday, or recognized City holiday, Contractor must notify the Engineer at least two Working Days in advance for approval. If approved, Contractor must reimburse City for the cost of the overtime inspection or testing. Such costs, including the City's hourly costs for required personnel, may be deducted from payments otherwise due to Contractor. Contractor will not coordinate directly with or direct the Materials Lab.

(C) **Responsibility for Costs.** City will bear the initial cost of inspection and testing to be performed by independent consultants retained by City, subject to the following exceptions:

- (1) Contractor will be responsible for the costs of any subsequent inspections or tests which are required to substantiate compliance with the Contract Documents, and any associated remediation costs.

(2) Contractor will be responsible for inspection costs, at City's hourly rates, for inspection time lost because the Work is not ready, or Contractor fails to appear for a scheduled inspection.

(3) If any portion of the Work that is subject to inspection or testing is covered or concealed by Contractor prior to the inspection or testing, Contractor will bear the cost of making that portion of the Work available for the inspection or testing required by the Contract Documents, and any associated repair or remediation costs.

(4) Contractor is responsible for properly shoring all compaction test sites deeper than five feet below grade, as required under Section 7.15 below.

(5) Any Work or material that is defective or fails to comply with the requirements of the Contract Documents must be promptly repaired, removed, replaced, or corrected by Contractor, at Contractor's sole expense, even if that Work or material was previously inspected or included in a progress payment.

(D) **Contractor's Obligations.** Contractor is solely responsible for any delay occasioned by remediation of defective or noncompliant Work or material. Inspection or testing of the Work does not in any way relieve Contractor of its obligations to perform the Work as specified. Contractor has an independent duty to test and inspect its Work and perform quality control activities to ensure that the Work and the materials, products, and equipment incorporated into the Work comply with the Contract Documents. City is not responsible for any testing performed by Contractor or a third-party retained by Contractor. Contractor will submit its testing methodology to City for review and acceptance. Any Work done without the inspection(s) or testing required by the Contract Documents will be subject to rejection by City.

(E) **Distant Locations.** If required off-site testing or inspection must be conducted at a location more than 100 miles from the Project site, Contractor is solely responsible for the additional travel costs required for testing and/or inspection at such locations.

(F) **Final Inspection.** The provisions of this Section 7.8 also apply to final inspection under Article 11, Completion and Warranty Provisions.

7.9 Project Site Conditions and Maintenance. Contractor must at all times, on a 24-hour basis and at its sole cost, maintain the Project site and staging and storage areas in clean, neat, and sanitary condition and in compliance with all Laws pertaining to safety, air quality, and dust control. Adequate toilets must be provided, and properly maintained and serviced for all workers on the Project site, located in a suitably secluded area, subject to City's prior approval. Contractor must also, on a daily basis and at its sole cost, remove and properly dispose of the debris and waste materials from the Project site.

(A) **Air Emissions Control.** Contractor must not discharge smoke or other air contaminants into the atmosphere in violation of any Laws. Contractor must comply with all Laws, including the California Air Resources Board's In-Use Off-Road Diesel-Fueled Fleets Regulation (13 CCR § 2449 et seq.).

(B) **Dust and Debris.** Contractor must minimize and confine dust and debris resulting from the Work. Contractor must abate dust nuisance by cleaning, sweeping, and immediately sprinkling with water excavated areas of dirt or other materials prone to cause dust, and within one hour after the Engineer notifies Contractor that an airborne nuisance exists. The Engineer may direct that Contractor provide an approved water-spraying truck for this purpose. If water is used for dust control, Contractor will only use the minimum necessary. Contractor must take all necessary steps to keep waste water out of streets, gutters, or storm drains. See Section 7.19, Environmental Control. If City determines that the dust control is not adequate, City may have the work done by others and deduct the cost from the Contract Price. Contractor will immediately remove any excess excavated material from the Project site and any dirt deposited on public streets.

(C) **Clean up.** Before discontinuing Work in an area, Contractor must clean the area and remove all debris and waste along with the construction equipment, tools, machinery, and surplus materials.

(1) Except as otherwise specified, all excess Project materials, and the materials removed from existing improvements on the Project site with no salvage value or intended reuse by City, will be Contractor's property.

(2) Hauling trucks and other vehicles leaving the Project site must be cleaned of exterior mud or dirt before traveling on City streets. Materials and loose debris must be delivered and loaded to prevent dropping materials or debris. Contractor must immediately remove spillage from hauling on any publicly traveled way. Streets affected by Work on the Project must be kept clean by street sweeping.

(D) **Disposal.** Contractor must dispose of all Project debris and waste materials in a safe and legal manner. Contractor may not burn or bury waste materials on the Project site. Contractor will not allow any dirt, refuse, excavated material, surplus concrete or mortar, or any associated washings, to be disposed of onto streets, into manholes or into the storm drain system.

(E) **Completion.** At the completion of the Work, Contractor must remove from the Project site all of its equipment, tools, surplus materials, waste materials and debris, presenting a clean and neat appearance. Before demobilizing from the Project site, Contractor must ensure that all surfaces are cleaned, sealed, waxed, or finished as applicable, and that all marks, stains, paint splatters, and the like have been properly removed from the completed Work and the surrounding areas. Contractor must ensure that all parts of the construction are properly joined with the previously existing and adjacent improvements and conditions. Contractor must provide all cutting, fitting and patching needed to accomplish that requirement. Contractor must also repair or replace, in accordance with City Standards, all existing improvements that are damaged or removed during the Work, both on and off the Project site, including curbs, sidewalks, driveways, fences, gates, signs, landscaping, drainage ditches, irrigation systems, utilities, street surfaces and structures. Repairs and replacements must be at least equal to the previously existing improvements, and the condition, finish and dimensions must match the previously existing improvements. Concrete surface treatment and score marks must match adjacent existing concrete improvements. Contractor must restore to original

condition all property or items that are not designated for alteration under the Contract Documents and leave each Worksite clean and ready for occupancy or use by City.

(F) **Non-Compliance.** If Contractor fails to comply with its maintenance and cleanup obligations or any City clean up order, City may, acting in its sole discretion, elect to suspend the Work until the condition(s) is corrected with no increase in the Contract Time or Contract Price, or undertake appropriate cleanup measures without further notice and deduct the cost from any amounts due or to become due to Contractor.

7.10 Instructions and Manuals. Contractor must provide to City three copies each of all instructions and manuals required by the Contract Documents, unless otherwise specified. These must be complete as to drawings, details, parts lists, performance data, and other information that may be required for City to easily maintain and service the materials and equipment installed for this Project.

(A) **Submittal Requirements.** The instructions and manuals, along with any required guarantees, must be delivered to City for review prior to requesting final inspection pursuant to Section 11.1(A), unless otherwise specified.

(B) **Training.** Contractor or its Subcontractors must train City's personnel in the operation and maintenance of any complex equipment or systems as a condition precedent to Final Completion, if required in the Contract Documents.

7.11 As-built Drawings. Contractor and its Subcontractors must prepare and maintain at the Project site a detailed, complete and accurate as-built set of the Plans which will be used solely for the purpose of recording changes made in any portion of the original Plans in order to create accurate record drawings at the end of the Project.

(A) **Duty to Update.** The as-built drawings must be updated as changes occur, on a daily basis if necessary. City may withhold the estimated cost for City to have the as-built drawings prepared from payments otherwise due to Contractor, until the as-built drawings are brought up to date to the satisfaction of City. Actual locations to scale must be identified on the as-built drawings for all runs of mechanical and electrical work, including all site utilities installed underground, in walls, floors, or otherwise concealed. Deviations from the original Plans must be shown in detail. The exact location of all main runs, whether piping, conduit, ductwork or drain lines, must be shown by dimension and elevation. The location of all buried pipelines, appurtenances, or other improvements must be represented by coordinates and by the horizontal distance from visible above-ground improvements.

(B) **Final Completion.** Contractor must verify that all changes in the Work are depicted in the as-built drawings and must deliver the complete set of as-built drawings to the Engineer for review and acceptance as a condition precedent to Final Completion and Final Payment.

7.12 Existing Utilities.

(A) **General.** The Work may be performed in developed, urban areas with existing utilities, both above and below ground, including utilities identified in the Contract Documents or in other informational documents or records. Contractor must take due care to locate identified or reasonably identifiable utilities before proceeding with trenching, excavation, or any other activity that could damage or disrupt existing utilities. This may include excavation with small equipment, potholing, or hand excavation, and, if practical, using white paint or other suitable markings to delineate the area to be excavated. Except as otherwise provided herein, Contractor will be responsible for costs resulting from damage to identified or reasonably identifiable utilities due to Contractor's negligence or failure to comply with the Contract Documents, including the requirements in this Article 7.

(B) **Unidentified Utilities.** Pursuant to Government Code § 4215, if, during the performance of the Work, Contractor discovers utility facilities not identified by City in the Contract Documents, Contractor must immediately provide written notice to City and the utility. City assumes responsibility for the timely removal, relocation, or protection of existing main or trunkline utility facilities located on the Project site if those utilities are not identified in the Contract Documents. Contractor will be compensated in accordance with the provisions of the Contract Documents for the costs of locating, repairing damage not due to Contractor's failure to exercise reasonable care, and removing or relocating utility facilities not indicated in the Plans or Specifications with reasonable accuracy, and for equipment on the Project necessarily idled during such work. Contractor will not be assessed liquidated damages for delay in completion of the Work, to the extent the delay was caused by City's failure to provide for removal or relocation of the utility facilities.

(C) **Alteration or Relocation of Utilities.** If Contractor wishes to alter or relocate utilities for Contractor's convenience, and not due to a conflict that requires alteration or relocation, Contractor will be solely responsible for the time and cost required for such alteration or relocation, which may not proceed except as specified by the prior written authorization of the utility owner. Any damage to utilities or improvements caused by Contractor must be repaired by Contractor at its sole expense and to the full satisfaction of the utility owner and Engineer. Additional Contract Days will not be issued for this work.

7.13 Notice of Excavation. Contractor must comply with all applicable requirements in Government Code § 4216 et seq., which are incorporated by reference herein.

7.14 Trenching and Excavations of Four Feet or More. As required by Public Contract Code § 7104, if the Work includes digging trenches or other excavations that extend deeper than four feet below the surface, the provisions in this Section apply to the Work and the Project.

(A) **Duty to Notify.** Contractor must promptly, and before the following conditions are disturbed, provide written notice to City if Contractor finds any of the following conditions:

- (1) Material that Contractor believes may be a hazardous waste, as defined in § 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with the provisions of existing Laws;

(2) Subsurface or latent physical conditions at the Project site differing from those indicated by information about the Project site made available to bidders prior to the deadline for submitting bids; or

(3) Unknown physical conditions at the Project site of any unusual nature, materially different from those ordinarily encountered and generally recognized as inherent in work of the character required by the Contract Documents.

(B) **City Investigation.** City will promptly investigate the conditions and if City finds that the conditions materially differ from those indicated, apparent, or reasonably inferred from information about the Project site made available to bidders, or involve hazardous waste, and cause a decrease or increase in Contractor's cost of, or the time required for, performance of any part of the Work, City will issue a Change Order.

(C) **Disputes.** In the event that a dispute arises between City and Contractor regarding any of the conditions specified in subsection (B) above, or the terms of a Change Order issued by City, Contractor will not be excused from completing the Work within the Contract Time but must proceed with all Work to be performed under the Contract. Contractor will retain any and all rights provided either by the Contract or by Laws which pertain to the resolution of disputes between Contractor and City.

7.15 Trenching of Five Feet or More. As required by Labor Code § 6705, if the Contract Price exceeds \$25,000 and the Work includes the excavation of any trench or trenches of five feet or more in depth, a detailed plan must be submitted to City for acceptance in advance of the excavation. The detailed plan must show the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation. If the plan varies from the shoring system standards, it must be prepared by a California registered civil or structural engineer. Use of a shoring, sloping, or protective system less effective than that required by the Construction Safety Orders is prohibited.

7.16 New Utility Connections. Except as otherwise specified, City will pay connection charges and meter costs for new permanent utilities required by the Contract Documents, if any. Contractor must notify City sufficiently in advance of the time needed to request service from each utility provider so that connections and services are initiated in accordance with the Project schedule.

7.17 Lines and Grades. Contractor is required to use any benchmark provided by the Engineer. Unless otherwise specified in the Contract Documents, Contractor must provide all lines and grades required to execute the Work. Contractor must also provide, preserve, and replace, if necessary, all construction stakes required for the Project, unless otherwise specified in the Special Conditions. All stakes or marks must be set by a California Licensed Land Surveyor or a California registered civil engineer. Contractor is responsible for all survey monuments that might be disturbed or destroyed during construction to be tied-out prior to construction and a Pre-Construction Corner Record filed with the County of Sonoma Surveyor's Office by a California Licensed Land Surveyor. Contractor must notify the Engineer of any discrepancies found between Contractor's staking and grading and information provided by the Contract Documents. Upon completion, all Work must conform to the lines, elevations, and grades shown in the Plans, including any changes directed by a Change Order.

7.18 Historic or Archeological Items.

(A) **Contractor's Obligations.** Contractor must ensure that all persons performing Work at the Project site are required to immediately notify the Project Manager, upon discovery of any potential historic or archeological items, including historic or prehistoric ruins, a burial ground, archaeological or vertebrate paleontological site, including fossilized footprints or other archeological, paleontological or historical feature on the Project site (collectively, "Historic or Archeological Items").

(B) **Discovery; Cessation of Work.** Upon discovery of any potential Historic or Archeological Items, Work must be stopped within an 85-foot radius of the find and may not resume until authorized in writing by City. If required by City, Contractor must assist in protecting or recovering the Historic or Archeological Items, with any such assistance to be compensated as Extra Work on a time and materials basis under Article 6, Contract Modification. At City's discretion, a suspension of Work required due to discovery of Historic or Archeological Items may be treated as Excusable Delay pursuant to Article 5, or as a suspension for convenience under Article 13.

7.19 Environmental Control. Contractor must not pollute any drainage course or its tributary inlets with fuels, oils, bitumens, acids, insecticides, herbicides or other harmful materials. Contractor must prevent the release of any hazardous material or hazardous waste into the soil or groundwater and prevent the unlawful discharge of pollutants into City's storm drain system and watercourses as required below. Contractor and its Subcontractors must at all times in the performance of the Work comply with all Laws concerning pollution of waterways.

(A) **Stormwater Permit.** Contractor must comply with all applicable conditions of the State Water Resources Control Board National Pollutant Discharge Elimination System General Permit for Waste Discharge Requirements for Discharges of Stormwater Runoff Associated with Construction Activity ("Stormwater Permit").

(B) **Contractor's Obligations.** If required for the Work, a copy of the Stormwater Permit is on file in City's principal administrative offices, and Contractor must comply with it without adjustment of the Contract Price or the Contract Time. Contractor must timely and completely submit required reports and monitoring information required by the conditions of the Stormwater Permit. Contractor also must comply with all other Laws governing discharge of stormwater, including applicable municipal stormwater management programs.

7.20 Noise Control. Contractor must comply with all applicable noise control Laws. Noise control requirements apply to all equipment used for the Work or related to the Work, including trucks, transit mixers or transient equipment that may or may not be owned by Contractor.

7.21 Mined Materials. Pursuant to Public Contract Code § 20676, Contractor will not purchase any sand, gravel, or other minerals for the Work from an operation subject to the Surface Mining and Reclamation Act of 1975 (Public Resources Code § 2710 et seq.) unless Contractor certifies, under penalty of perjury, that the minerals are from a mining operation included on the AB 3098 List, which may be accessed online at: <https://www.conservation.ca.gov/smgb/Pages/AB-3098-List.aspx>.

7.22 Water Department Notification. If Contractor requires the services of the Water Department in connection with the Work, Contractor must request such services at least two Working Days in advance of the time the services are needed. If the requested services require Water Department forces for more than eight hours or an extensive number of City-provided parts, Contractor must request services at least seven calendar days in advance of the time the services are needed.

(A) **Service Shut Down.** Contractor must minimize disruption of utility service to the greatest extent practicable. Contractor must coordinate any shut down or disruption of utility service with the Engineer, Water Department, and affected utility customers. If it is necessary to shut down or disrupt utility service to any customer of the Water Department, Contractor must request the services of the Water Department an additional three Working Days in advance of the time such services are needed, for a total of five Working Days advance notification for a standard service request, to allow affected customers a minimum of three days' advance notice. If Contractor fails to keep field appointments, Contractor will be billed for scheduled Water Department crew standby time and for costs incurred by the Water Department for re-notification of customers.

(B) **Water Department Scheduling.** Water Department crews work a 9/80 schedule. This schedule may prohibit shutdowns for tie-ins on alternating Fridays. After-hours work or weekend work may be performed if authorized in advance by the Engineer. Requests by Contractor for after-hours or weekend work are to be avoided when possible. Contractor will be responsible for any overtime costs incurred by City for such work and the cost thereof may be deducted from payment otherwise due Contractor.

7.23 Public Safety and Traffic Control. Contractor must undertake all required and appropriate measures to ensure public safety during construction of the Project, in accordance with Laws, including, but not limited to, the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101 et seq.). Contractor will ensure the safe passage of pedestrians around the Project site at all times. If Work is within a City-owned right-of-way, Contractor will ensure the safe passage of public traffic through the Project site at all times, consistent with the requirements of City Code Chapter 13-04. Contractor is solely responsible for the costs of all public safety and traffic control measures.

(A) **Warning Devices.** Contractor must furnish, install, and maintain, at its sole expense, all fences, barricades, signs, lights, and other devices necessary to prevent accidents, injuries, death, and property damage. All such devices must conform to the requirements of the current edition of the California Manual on Uniform Traffic Control Devices ("CA MUTCD") and the directions of the Engineer. Contractor's warning and safety devices will not obscure the visibility of or conflict with existing signs and traffic control devices. Contractor may be required to cover certain signs which regulate or direct public traffic to roadways that are not open to traffic, as directed by the Engineer.

(B) **Flaggers.** Contractor must also furnish, at Contractor's sole expense, trained flaggers as necessary to provide adequate warning to the public of construction conditions that may impact pedestrian or vehicular traffic.

(C) **Project Signage.** Unless otherwise specified in the Special Conditions, Contractor must install and maintain Project identification signs at each boundary of the Project site or as directed by the Engineer. Contractor must install the signs two weeks prior to the start of Work at the Project site, using sign panels furnished or otherwise approved by City. To mount sign panels, Contractor must furnish and install 4" X 4" posts or mount by other appropriate methods as approved by the Engineer. Upon completion of the Project, Contractor will remove Project identification signs and return any City-furnished sign panels to the City Corporation Yard at 55 Stony Point Road.

(D) **Road Closure Signage.** If the Work requires road closures, Contractor must furnish and install advance notice signs for road closures at each boundary of the Project site. Panel construction and lettering are subject to advance approval of the Engineer. Contractor must install the signs two weeks prior to the start of Work at the Project site. The signs must remain in place for the duration of the road closure and must be removed by Contractor when no longer necessary for the Work.

(E) **Emergency Response Agencies.** Contractor is responsible for notifying emergency response agencies operating in the jurisdiction of the Worksite(s) of obstructions to roads resulting from Contractor's Work.

(F) **Additional Devices.** City reserves the right to require additional warning or safety devices for the Project at the Contractor's sole expense, but no actions by City to add to or improve signage or any other public safety requirements will waive or limit Contractor's duties under the Contract Documents.

(G) **Compliance.** If Contractor fails or refuses to comply with the requirements of this Section, the Engineer may take immediate action to protect the public, including, but not limited to, furnishing the required safety measures at Contractor's expense or suspending the Work, in addition to all other remedies available to City. Any such remedial costs incurred by City may be deducted from payment otherwise due to Contractor as specified in Section 8.3, Adjustment of Payment Application. If there are insufficient Contract funds remaining to cover the remedial costs, City is entitled to recover the balance from Contractor or its performance bond surety.

Article 8 - Payment

8.1 Schedule of Values. Prior to submitting its first application for payment, Contractor must prepare and submit to the Project Manager a schedule of values apportioned to the various divisions and phases of the Work, including mobilization and demobilization. If a Bid Schedule was submitted with Contractor's bid, the amounts in the schedule of values must be consistent with the Bid Schedule. Each line item contained in the schedule of values must be assigned a value such that the total of all items equals the Contract Price. The items must be sufficiently detailed to enable accurate evaluation of the percentage of completion claimed in each application for payment, and the assigned value consistent with any itemized or unit pricing submitted with Contractor's bid.

(A) **Measurements for Unit Price Work.** Materials and items of Work to be paid for on the basis of unit pricing will be measured according to the methods specified in the Contract Documents.

(B) **Deleted or Reduced Work.** Contractor will not be compensated for Work that City has deleted or reduced in scope, except for any labor, material, or equipment costs for such Work that Contractor reasonably incurred before Contractor learned that the Work could be deleted or reduced. Contractor will only be compensated for those actual, direct and documented costs incurred, and will not be entitled to any mark up for overhead or lost profits.

8.2 Progress Payments. Following the last day of each month, or as otherwise required by the Special Conditions or Specifications, Contractor will submit to the Project Manager a monthly application for payment for Work performed during the preceding month based on the estimated value of the Work performed during that preceding month.

(A) **Application for Payment.** Each application for payment must be itemized to include labor, materials, and equipment incorporated into the Work, and materials and equipment delivered to the Project site, as well as authorized and approved Change Orders. Each payment application must be supported by the unit prices submitted with Contractor's Bid Schedule and/or schedule of values and any other substantiating data required by the Contract Documents.

(B) **Payment of Undisputed Amounts.** City will pay the undisputed amount due within 30 days after Contractor has submitted a complete and accurate payment application, subject to Public Contract Code § 20104.50. City will deduct a percentage from each progress payment as retention, as set forth in Section 8.5, below, and may deduct or withhold additional amounts as set forth in Section 8.3, below.

8.3 Adjustment of Payment Application. City may adjust or reject the amount requested in a payment application, including application for Final Payment, in whole or in part, if the amount requested is disputed or unsubstantiated. Contractor will be notified in writing of the basis for the modification to the amount requested. City may also deduct or withhold from payment otherwise due based upon any of the circumstances and amounts listed below. Sums withheld from payment otherwise due will be released when the basis for that withholding has been remedied and no longer exists.

(A) For Contractor's unexcused failure to perform the Work as required by the Contract Documents, including correction or completion of punch list items, City may withhold or deduct an amount based on the City's estimated cost to correct or complete the Work.

(B) For loss or damage caused by Contractor or its Subcontractors arising out of or relating to performance of the Work or any failure to protect the Project site, City may deduct an amount based on the estimated cost to repair or replace.

(C) For Contractor's failure to pay its Subcontractors and suppliers when payment is due, City may withhold an amount equal to the total of past due payments and may opt to pay that amount separately via joint check pursuant to Section 8.6(B), Joint Checks.

(D) For Contractor's failure to timely correct rejected, nonconforming, or defective Work, City may withhold or deduct an amount based on the City's estimated cost to correct or complete the Work.

(E) For any unreleased stop notice, City may withhold 125% of the amount claimed.

(F) For Contractor's failure to submit any required schedule or schedule update in the manner specified or within the time specified in the Contract Documents, City may withhold an amount equal to five percent of the total amount requested until Contractor complies with its schedule submittal obligations.

(G) For Contractor's failure to maintain or submit as-built documents in the manner specified or within the time specified in the Contract Documents, City may withhold or deduct an amount based on the City's cost to prepare the as-builts.

(H) For Work performed without Shop Drawings that have been accepted by City, when accepted Shop Drawings are required before proceeding with the Work, City may deduct an amount based on the estimated cost to correct unsatisfactory Work or diminution in value.

(I) For fines, payments, or penalties assessed under the Labor Code, City may deduct from payments due to Contractor as required by Laws and as directed by the Division of Labor Standards Enforcement.

(J) For any other fines, payments, or penalties assessed against the City relating to Contractor's acts or omissions, including violations of Laws, City may withhold or deduct such amounts from payment otherwise due to Contractor.

(K) For any other costs or charges that may be withheld or deducted from payments to Contractor, as provided in the Contract Documents, including liquidated damages, City may withhold or deduct such amounts from payment otherwise due to Contractor.

8.4 Early Occupancy. Neither City's payment of progress payments nor its partial or full use or occupancy of the Project constitutes acceptance of any part of the Work.

8.5 Retention. City will retain five percent of the full amount due on each progress payment (i.e., the amount due before any withholding or deductions pursuant to Section 8.3, Adjustment of Payment Application), or the percentage stated in the Notice Inviting Bids, whichever is greater, as retention to ensure full and satisfactory performance of the Work. Contractor is not entitled to any reduction in the rate of withholding at any time, nor to release of any retention before 35 days following City's acceptance of the Project.

(A) **Substitution of Securities.** As provided by Public Contract Code § 22300, Contractor may request in writing that it be allowed, at its sole expense, to substitute securities for the retention withheld by City. Any escrow agreement entered into pursuant to this provision must fully comply with Public Contract Code § 22300 and will be subject to approval as to form by City's legal counsel. If

City exercises its right to draw upon such securities in the event of default pursuant to section (7) of the statutory Escrow Agreement for Security Deposits in Lieu of Retention, pursuant to subdivision (g) of Public Contract Code § 22300 (“Escrow Agreement”), and if Contractor disputes that it is in default, its sole remedy is to comply with the dispute resolution procedures in Article 12 and the provisions therein. It is agreed that for purposes of this paragraph, an event of default includes City’s rights pursuant to these Contract Documents to withhold or deduct sums from retention, including withholding or deduction for liquidated damages, incomplete or defective Work, stop payment notices, or back charges. It is further agreed that if any individual authorized to give or receive written notice on behalf of a party pursuant to section (10) of the Escrow Agreement are unavailable to give or receive notice on behalf of that party due to separation from employment, retirement, death, or other circumstances, the successor or delegee of the named individual is deemed to be the individual authorized to give or receive notice pursuant to section (10) of the Escrow Agreement.

(B) **Release of Undisputed Retention.** All undisputed retention, less any amounts that may be assessed as liquidated damages, retained for stop notices, or otherwise withheld pursuant to Section 8.3, Adjustment of Payment Application, will be released as Final Payment to Contractor no sooner than 35 days following recordation of the notice of completion, and no later than 60 days following acceptance of the Project by City’s governing body or authorized designee pursuant to Section 11.1(C), Acceptance, or, if the Project has not been accepted, no later than 60 days after the Project is otherwise considered complete pursuant to Public Contract Code § 7107(c).

8.6 Payment to Subcontractors and Suppliers. Each month, Contractor must promptly pay each Subcontractor and supplier the value of the portion of labor, materials, and equipment incorporated into the Work or delivered to the Project site by the Subcontractor or supplier during the preceding month. Such payments must be made in accordance with the requirements of Laws pertaining to such payments, and those of the Contract Documents and applicable subcontract or supplier contract.

(A) **Withholding for Stop Notice.** Pursuant to Civil Code § 9358, City will withhold 125% of the amount claimed by an unreleased stop notice, a portion of which may be retained by City for the costs incurred in handling the stop notice claim, including attorneys’ fees and costs, as authorized by law.

(B) **Joint Checks.** City reserves the right, acting in its sole discretion, to issue joint checks made payable to Contractor and a Subcontractor or supplier, if City determines this is necessary to ensure fair and timely payment for a Subcontractor or supplier who has provided services or goods for the Project. As a condition to release of payment by a joint check, the joint check payees may be required to execute a joint check agreement in a form provided or approved by the City Attorney’s Office. The joint check payees will be jointly and severally responsible for the allocation and disbursement of funds paid by joint check. Payment by joint check will not be construed to create a contractual relationship between City and a Subcontractor or supplier of any tier beyond the scope of the joint check agreement.

- 8.7 Final Payment.** Contractor's application for Final Payment must comply with the requirements for submitting an application for a progress payment as stated in Section 8.2, above. Corrections to previous progress payments, including adjustments to estimated quantities for unit priced items, may be included in the Final Payment. If Contractor fails to submit a timely application for Final Payment, City reserves the right to unilaterally process and issue Final Payment without an application from Contractor in order to close out the Project. For the purposes of determining the deadline for Claim submission pursuant to Article 12, the date of Final Payment is deemed to be the date that City acts to release undisputed retention as final payment to Contractor, or otherwise provides written notice to Contractor of Final Payment or that no undisputed funds remain available for Final Payment due to offsetting withholdings or deductions pursuant to Section 8.3, Adjustment of Payment Application. If the amount due from Contractor to City exceeds the amount of Final Payment, City retains the right to recover the balance from Contractor or its sureties.
- 8.8 Release of Claims.** City may, at any time, require that payment of the undisputed portion of any progress payment or Final Payment be contingent upon Contractor furnishing City with a written waiver and release of all claims against City arising from or related to the portion of Work covered by those undisputed amounts subject to the limitations of Public Contract Code § 7100. Any disputed amounts may be specifically excluded from the release.
- 8.9 Warranty of Title.** Contractor warrants that title to all work, materials, or equipment incorporated into the Work and included in a request for payment will pass over to City free of any claims, liens, or encumbrances upon payment to Contractor.

Article 9 - Labor Provisions

- 9.1 Discrimination Prohibited.** Discrimination against any prospective or present employee engaged in the Work on grounds of race, color, ancestry, national origin, ethnicity, religion, sex, sexual orientation, age, disability, or marital status is strictly prohibited. Contractor and its Subcontractors are required to comply with all applicable Laws prohibiting discrimination, including the California Fair Employment and Housing Act (Govt. Code § 12900 et seq.), Government Code § 11135, and Labor Code §§ 1735, 1777.5, 1777.6, and 3077.5.
- 9.2 Labor Code Requirements.**
- (A) **Eight Hour Day.** Pursuant to Labor Code § 1810, eight hours of labor constitute a legal day's work under this Contract.
- (B) **Penalty.** Pursuant to Labor Code § 1813, Contractor will forfeit to City as a penalty, the sum of \$25.00 for each day during which a worker employed by Contractor or any Subcontractor is required or permitted to work more than eight hours in any one calendar day or more than 40 hours per calendar week, except if such workers are paid overtime under Labor Code § 1815.
- (C) **Apprentices.** Contractor is responsible for compliance with the requirements governing employment and payment of apprentices, as set forth in Labor Code § 1777.5, which is fully incorporated by reference.

(D) **Notices.** Pursuant to Labor Code § 1771.4, Contractor is required to post all job site notices prescribed by Laws.

9.3 Prevailing Wages. Each worker performing Work under this Contract that is covered under Labor Code §§ 1720, 1720.3, or 1720.9, including cleanup at the Project site, must be paid at a rate not less than the prevailing wage as defined in §§ 1771 and 1774 of the Labor Code. The prevailing wage rates are on file with the City and available online at <http://www.dir.ca.gov/dlsr>. Contractor must post a copy of the applicable prevailing rates at the Project site.

(A) **Penalties.** Pursuant to Labor Code § 1775, Contractor and any Subcontractor will forfeit to City as a penalty up to \$200.00 for each calendar day, or portion thereof, for each worker paid less than the applicable prevailing wage rate. Contractor must also pay each worker the difference between the applicable prevailing wage rate and the amount actually paid to that worker.

(B) **Federal Requirements.** If this Project is subject to federal prevailing wage requirements in addition to California prevailing wage requirements, Contractor and its Subcontractors are required to pay the higher of the currently applicable state or federal prevailing wage rates.

9.4 Payroll Records. Contractor must comply with the provisions of Labor Code §§ 1771.4, 1776, and 1812 and all implementing regulations, which are fully incorporated by this reference, including requirements for monthly electronic submission of payroll records to the DIR.

(A) **Contractor and Subcontractor Obligations.** Contractor and each Subcontractor 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 connection with the Work. Each payroll record must contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:

(1) The information contained in the payroll record is true and correct;
and

(2) Contractor or the Subcontractor has complied with the requirements of Labor Code §§ 1771, 1811, and 1815 for any Work performed by its employees on the Project.

(B) **Certified Record.** A certified copy of an employee's payroll record must be made available for inspection or furnished to the employee or his or her authorized representative on request, to City, to the Division of Labor Standards Enforcement, to the Division of Apprenticeship Standards of the DIR, and as further required by the Labor Code.

(C) **Enforcement.** Upon notice of noncompliance with Labor Code § 1776, Contractor or Subcontractor has ten days in which to comply with the requirements of this section. If Contractor or Subcontractor fails to do so within the ten-day period, Contractor or Subcontractor will forfeit a penalty of \$100.00 per day, or portion thereof, for each worker for whom compliance is required, until strict compliance is achieved. Upon request by the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement, these penalties will be withheld from payments then due to Contractor.

- 9.5 **Labor Compliance.** Pursuant to Labor Code § 1771.4, the Contract for this Project is subject to compliance monitoring and enforcement by the DIR.

Article 10 - Safety Provisions

- 10.1 **Safety Precautions and Programs.** Contractor and its Subcontractors are fully responsible for safety precautions and programs, and for the safety of persons and property in the performance of the Work. Contractor and its Subcontractors must at all times comply with all applicable health and safety Laws and seek to avoid injury, loss, or damage to persons or property by taking reasonable steps to protect its employees and other persons at any Worksite, materials and equipment stored on or off site, and property at or adjacent to any Worksite.
- (A) **Reporting Requirements.** Contractor must immediately notify the City of any death, serious injury or illness resulting from Work on the Project. Contractor must immediately provide a written report to City of each recordable accident or injury occurring at any Worksite within 24 hours of the occurrence. The written report must include: (1) the name and address of the injured or deceased person; (2) the name and address of each employee of Contractor or of any Subcontractor involved in the incident; (3) a detailed description of the incident, including precise location, time, and names and contact information for known witnesses; and (4) a police or first responder report, if applicable. If Contractor is required to file an accident report with a government agency, Contractor will provide a copy of the report to City.
- (B) **Legal Compliance.** Contractor's safety program must comply with the applicable legal and regulatory requirements. Contractor must provide City with copies of all notices required by Laws.
- (C) **Contractor's Obligations.** Any damage or loss caused by Contractor arising from the Work which is not insured under property insurance must be promptly remedied by Contractor.
- (D) **Remedies.** If City determines, in its sole discretion, that any part of the Work or Project site is unsafe, City may, without assuming responsibility for Contractor's safety program, require Contractor or its Subcontractor to cease performance of the Work or to take corrective measures to City's satisfaction. If Contractor fails to promptly take the required corrective measures, City may perform them and deduct the cost from the Contract Price. Contractor agrees it is not entitled to submit a Claim for damages, for an increase in Contract Price, or for a change in Contract Time based on Contractor's compliance with City's request for corrective measures pursuant to this provision.
- 10.2 **Hazardous Materials.** Unless otherwise specified in the Contract Documents, this Contract does not include the removal, handling, or disturbance of any asbestos or other Hazardous Materials. If Contractor encounters materials on the Project site that Contractor reasonably believes to be asbestos or other Hazardous Materials, and the asbestos or other Hazardous Materials have not been rendered harmless, Contractor may continue Work in unaffected areas reasonably believed to be safe but must immediately cease work on the area affected and report the condition to City. No asbestos, asbestos-containing products or other Hazardous Materials may be used in performance of the Work.

10.3 Material Safety. Contractor is solely responsible for complying with § 5194 of Title 8 of the California Code of Regulations, including by providing information to Contractor's employees about any hazardous chemicals to which they may be exposed in the course of the Work. A hazard communication program and other forms of warning and training about such exposure must be used. Contractor must also maintain Safety Data Sheets ("SDS") at the Project site, as required by Laws, for materials or substances used or consumed in the performance of the Work. The SDS will be accessible and available to Contractor's employees, Subcontractors, and City.

(A) **Contractor Obligations.** Contractor is solely responsible for the proper delivery, handling, use, storage, removal, and disposal of all materials brought to the Project site and/or used in the performance of the Work. Contractor must notify the Engineer if a specified product or material cannot be used safely.

(B) **Labeling.** Contractor must ensure proper labeling on any material brought onto the Project site so that any persons working with or in the vicinity of the material may be informed as to the identity of the material, any potential hazards, and requirements for proper handling, protections, and disposal.

10.4 Hazardous Condition. Contractor is solely responsible for determining whether a hazardous condition exists or is created during the course of the Work, involving a risk of bodily harm to any person or risk of damage to any property. If a hazardous condition exists or is created, Contractor must take all precautions necessary to address the condition and ensure that the Work progresses safely under the circumstances. Hazardous conditions may result from, but are not limited to, use of specified materials or equipment, the Work location, the Project site condition, the method of construction, or the way any Work must be performed.

10.5 Emergencies. In an emergency affecting the safety or protection of persons, Work, or property at or adjacent to any Worksite, Contractor must take reasonable and prompt actions to prevent damage, injury, or loss, without prior authorization from the City if, under the circumstances, there is inadequate time to seek prior authorization from the City.

10.6 Confined Space Operations. If the Work requires a confined space entry, including, but not limited to, manhole or water storage tank entry, Contractor must obtain a confined space entry permit pursuant to Cal/OSHA regulations, as set forth in 8 CCR § 5156 et seq. For any confined space entry for construction operations regulated by 8 CCR § 1502, Contractor must comply with 8 CCR § 5158. For any other confined space operations, Contractor must comply with 8 CCR § 5157. With respect to entry to any City-maintained confined space, Contractor is responsible for obtaining any available information regarding hazards and operations for any City-maintained confined spaces, pursuant to 8 CCR § 5157. The City-maintained Confined Space Entry Manual is available for viewing at the Water Department or Transportation and Public Works Department office. Contractor must immediately notify the Engineer of any previously unidentified hazards confronted or created during confined space entry.

Article 11 - Completion and Warranty Provisions

11.1 Final Completion.

(A) **Final Inspection and Punch List.** When the Work required by this Contract is fully performed, Contractor must provide written notification to City requesting final inspection. The Engineer will schedule the date and time for final inspection, which must include Contractor's primary representative for this Project and its superintendent. Based on that inspection, City will prepare a punch list of any items that are incomplete, missing, defective, incorrectly installed, or otherwise not compliant with the Contract Documents. The punch list to Contractor will specify the time by which all of the punch list items must be completed or corrected. The punch list may include City's estimated cost to complete each punch list item if Contractor fails to do so within the specified time. The omission of any non-compliant item from a punch list will not relieve Contractor from fulfilling all requirements of the Contract Documents. Contractor's failure to complete any punch list

item within the time specified in the punch list will not waive or abridge its warranty obligations for any such items that must be completed by the City or by a third party retained by the City due to Contractor's failure to timely complete any such outstanding item.

(B) **Requirements for Final Completion.** Final Completion will be achieved upon completion or correction of all punch list items, as verified by City's further inspection, and upon satisfaction of all other Contract requirements, including any commissioning required under the Contract Documents and submission of all final submittals, including instructions and manuals as required under Section 7.10, and complete, final as-built drawings as required under Section 7.11, all to City's satisfaction.

(C) **Acceptance.** The Project will be considered accepted upon the date of the Engineer's issuance of a written notice of acceptance. In order to avoid delay of Project close out, the City may elect, acting in its sole discretion, to accept the Project as complete subject to exceptions for punch list items that are not completed within the time specified in the punch list.

(D) **Final Payment and Release of Retention.** Final Payment and release of retention, less any sums withheld pursuant to the provisions of the Contract Documents, will not be made sooner than 35 days after recordation of the notice of completion. If Contractor fails to complete all of the punch list items within the specified time, City may withhold up to 150% of City's estimated cost to complete each of the remaining items from Final Payment and may use the withheld retention to pay for the costs to self-perform the outstanding items or to retain a third party to complete any such outstanding punch list item.

11.2 Warranty.

(A) **General.** Contractor warrants that all materials and equipment will be new unless otherwise specified, of good quality, in conformance with the Contract Documents, and free from defective workmanship and materials. Contractor further warrants that the Work will be free from material defects not intrinsic in the design or materials required in the Contract Documents. Contractor warrants that materials or items incorporated into the Work comply

with the requirements and standards in the Contract Documents, including compliance with Laws, and that any Hazardous Materials encountered or used were handled as required by Laws. At City's request, Contractor must furnish satisfactory evidence of the quality and type of materials and equipment furnished. Contractor's warranty does not extend to damage caused by normal wear and tear, or improper use or maintenance.

(B) **Warranty Period.** Contractor's warranty must guarantee its Work for a period of one year from the date of Project acceptance (the "Warranty Period"), except when a longer guarantee is provided by a supplier or manufacturer or is required by the Specifications or Special Conditions. Contractor must obtain from its Subcontractors, suppliers and manufacturers any special or extended warranties required by the Contract Documents.

(C) **Warranty Documents.** As a condition precedent to Final Completion, Contractor must supply City with all warranty and guarantee documents relevant to equipment and materials incorporated into the Work and guaranteed by their suppliers or manufacturers.

(D) **Subcontractors.** The warranty obligations in the Contract Documents apply to Work performed by Contractor and its Subcontractors, and Contractor agrees to be co-guarantor of such Work.

(E) **Contractor's Obligations.** Upon written notice from City to Contractor of any defect in the Work discovered during the Warranty Period, Contractor or its responsible Subcontractor must promptly correct the defective Work at its own cost. Contractor's obligation to correct defects discovered during the Warranty Period will continue past the expiration of the Warranty Period as to any defects in Work for which Contractor was notified prior to expiration of the Warranty Period. Work performed during the Warranty Period ("Warranty Work") will be subject to the warranty provisions in this Section 11.2 for a one-year period that begins upon completion of such Warranty Work to City's satisfaction.

(F) **City's Remedies.** If Contractor or its responsible Subcontractor fails to correct defective Work within ten days following notice by City, or sooner if required by the circumstances, City may correct the defects to conform with the Contract Documents at Contractor's sole expense. Contractor must reimburse City for its costs in accordance with subsection (H), below.

(G) **Emergency Repairs.** In cases of emergency where any delay in correcting defective Work could cause harm, loss or damage, City may immediately correct the defects to conform with the Contract Documents at Contractor's sole expense. Contractor or its surety must reimburse City for its costs in accordance with subsection (H), below.

(H) **Reimbursement.** Contractor must reimburse City for its costs to repair under subsections (F) or (G), above, within 30 days following City's submission of a demand for payment pursuant to this provision. If City is required to initiate legal action to compel Contractor's compliance with this provision, and City is the prevailing party in such action, Contractor and its surety are solely responsible for all of City's attorney's fees and legal costs expended to enforce Contractor's warranty obligations herein, in addition to any and all costs City incurs to correct the defective Work.

11.3 Use Prior to Final Completion. City reserves the right to occupy or make use of the Project, or any portions of the Project, prior to Final Completion if City has determined that the Project or portion of it is in a condition suitable for the proposed occupation or use, and that it is in its best interest to occupy or make use of the Project, or any portions of it, prior to Final Completion.

(A) **Non-Waiver.** Occupation or use of the Project, in whole or in part, prior to Final Completion will not operate as acceptance of the Work or any portion of it, nor will it operate as a waiver of any of City's rights or Contractor's duties pursuant to these Contract Documents, and will not affect nor bear on the determination of the time of substantial completion with respect to any statute of repose pertaining to the time for filing an action for construction defect.

(B) **City's Responsibility.** City will be responsible for the cost of maintenance and repairs due to normal wear and tear with respect to those portions of the Project that are being occupied or used before Final Completion. The Contract Price or the Contract Time may be adjusted pursuant to the applicable provisions of these Contract Documents if, and only to the extent that, any occupation or use under this Section actually adds to Contractor's cost or time to complete the Work within the Contract Time.

11.4 Substantial Completion. For purposes of determining "substantial completion" with respect to any statute of repose pertaining to the time for filing an action for construction defect, "substantial completion" is deemed to mean the last date that Contractor or any Subcontractor performs Work on the Project prior to City acceptance of the Project, except for warranty work performed under this Article.

Article 12 - Dispute Resolution

12.1 Claims. This Article applies to and provides the exclusive procedures for any Claim arising from or related to the Contract or performance of the Work.

(A) **Limitations.** A Claim may only include the portion of a previously rejected demand that remains in dispute between Contractor and City. With the exception of any dispute regarding the amount of money actually paid to Contractor as Final Payment, Contractor is not entitled to submit a Claim demanding a change in the Contract Time or the Contract Price, which has not previously been submitted to City in full compliance with Article 5 and Article 6, and subsequently rejected in whole or in part by City.

(B) **Scope of Article.** This Article is intended to provide the exclusive procedures for submission and resolution of Claims of any amount and applies in addition to the provisions of Public Contract Code § 9204 and § 20104 et seq., which are incorporated by reference herein.

(C) **No Work Delay.** Notwithstanding the submission of a Claim or any other dispute between the parties related to the Project or the Contract Documents, Contractor must perform the Work and may not delay or cease Work pending resolution of a Claim or other dispute but must continue to diligently prosecute the performance and timely completion of the Work, including the Work pertaining to the Claim or other dispute.

(D) **Informal Resolution.** Contractor will make a good faith effort to informally resolve a dispute before initiating a Claim, preferably by face-to-face meeting between authorized representatives of Contractor and City.

12.2 Claims Submission. The following requirements apply to any Claim subject to this Article:

(A) **Substantiation.** The Claim must be submitted to City in writing by registered or certified mail with return receipt requested and clearly identified as a "Claim" submitted pursuant to this Article 12. The Claim must include all of the documents necessary to substantiate the Claim including the Change Order request that was rejected in whole or in part, and a copy of City's written rejection that is in dispute. The Claim must clearly identify and describe the dispute, including relevant references to applicable portions of the Contract Documents, and a chronology of relevant events. Any Claim for additional payment must include a complete, itemized breakdown of all known or estimated labor, materials, taxes, insurance, and subcontract, or other costs. Substantiating documentation such as payroll records, receipts, invoices, or the like, must be submitted in support of each component of claimed cost. Any Claim for an extension of time or delay costs must be substantiated with a schedule analysis and narrative depicting and explaining claimed time impacts.

(B) **Claim Format and Content.** A Claim must be submitted in the following format:

(1) Provide a cover letter, specifically identifying the submission as a "Claim" submitted under this Article 12 and specifying the requested remedy (e.g., amount of proposed change to Contract Price and/or change to Contract Time).

(2) Provide a summary of each Claim, including underlying facts and the basis for entitlement, and identify each specific demand at issue, including the specific Change Order request (by number and submittal date), and the date of City's rejection of that demand, in whole or in part.

(3) Provide a detailed explanation of each issue in dispute. For multiple issues included within a single Claim or for multiple Claims submitted concurrently, separately number and identify each individual issue or Claim, and include the following for each separate issue or Claim:

a. A succinct statement of the matter in dispute, including Contractor's position and the basis for that position.

b. Identify and attach all documents that substantiate the Claim, including relevant provisions of the Contract Documents, RFIs, calculations, and schedule analysis (see subsection (A), Substantiation, above);

c. A chronology of relevant events; and

d. Analysis and basis for claimed changes to Contract Price, Contract Time, or any other remedy requested.

(4) Provide a summary of issues and corresponding claimed damages. If, by the time of the Claim submission deadline (below), the precise amount of the requested change in the Contract Price or Contract Time is not yet known, Contractor must provide a good faith estimate, including the basis for that estimate, and must identify the date by which it is anticipated that the Claim will be updated to provide final amounts.

(5) Include the following certification, executed by Contractor's authorized representative:

"The undersigned Contractor certifies under penalty of perjury that its statements and representations in this Claim submittal are true and correct. Contractor warrants that this Claim submittal is comprehensive and complete as to the matters in dispute, and agrees that any costs, expenses, or delay not included herein are deemed waived."

(C) **Submission Deadlines.**

(1) A Claim disputing rejection of a request for a change in the Contract Time or Contract Price must be submitted within 21 days following the date that City notified Contractor in writing that a request for a change in the Contract Time or Contract Price, duly submitted in compliance with Article 5 and Article 6, has been rejected in whole or in part. A Claim disputing the terms of a unilateral Change Order must be submitted within 21 days following the date of issuance of the unilateral Change Order. These Claim deadlines apply even if Contractor cannot yet quantify the total amount of any requested change in the Contract Time or Contract Price. If the Contractor cannot quantify those amounts, it must submit an estimate of the amounts claimed pending final determination of the requested remedy by Contractor.

(2) With the exception of any dispute regarding the amount of Final Payment, any Claim must be filed on or before the date of Final Payment or will be deemed waived.

(3) A Claim disputing the amount of Final Payment must be submitted within 21 days of the effective date of Final Payment, under Section 8.7, Final Payment.

(4) Strict compliance with these Claim submission deadlines is necessary to ensure that any dispute may be mitigated as soon as possible, and to facilitate cost-efficient administration of the Project. **Any Claim that is not submitted within the specified deadlines will be deemed waived by Contractor.**

12.3 City's Response. City will respond within 45 days of receipt of the Claim with a written statement identifying which portion(s) of the Claim are disputed, unless the 45-day period is extended by mutual agreement of City and Contractor or as otherwise allowed under Public Contract Code § 9204. However, if City determines that the Claim is not adequately substantiated pursuant to Section 12.2(A), Substantiation, City may first request in writing, within 30 days of receipt of the Claim, any additional documentation supporting the Claim or relating to defenses to the Claim that City may have against the Claim.

(A) **Additional Information.** If additional information is thereafter required, it may be requested and provided upon mutual agreement of City and Contractor. If Contractor's Claim is based on estimated amounts, Contractor has a continuing duty to update its Claim as soon as possible with information on actual amounts in order to facilitate prompt and fair resolution of the Claim.

(B) **Non-Waiver.** Any failure by City to respond within the times specified above will not be construed as acceptance of the Claim, in whole or in part, or as a waiver of any provision of these Contract Documents.

12.4 Meet and Confer. If Contractor disputes City's written response, or City fails to respond within the specified time, within 15 days of receipt of City's response or within 15 days of City's failure to respond within the applicable 45-day time period under Section 12.3, respectively, Contractor may notify City of the dispute in writing sent by registered or certified mail, return receipt requested, and demand an informal conference to meet and confer for settlement of the issues in dispute. If Contractor fails to notify City of the dispute and demand an informal conference to meet and confer in writing within the specified time, Contractor's Claim will be deemed waived.

(A) **Schedule Meet and Confer.** Upon receipt of the demand to meet and confer, City will schedule the meet and confer conference to be held within 30 days, or later if needed to ensure the mutual availability of each of the individuals that each party requires to represent its interests at the meet and confer conference.

(B) **Location for Meet and Confer.** The meet and confer conference will be scheduled at a location at or near City's principal office.

(C) **Written Statement After Meet and Confer.** Within ten working days after the meet and confer has concluded, City will issue a written statement identifying which portion(s) of the Claim remain in dispute, if any.

(D) **Submission to Mediation.** If the Claim or any portion remains in dispute following the meet and confer conference, within ten working days after the City issues the written statement identifying any portion(s) of the Claim remaining in dispute, the Contractor may identify in writing disputed portion(s) of the Claim, which will be submitted for mediation, as set forth below.

12.5 Mediation and Government Code Claims.

(A) **Mediation.** Within ten working days after the City issues the written statement identifying any portion(s) of the Claim remaining in dispute following the meet and confer, City and Contractor will mutually agree to a mediator, as provided under Public Contract Code § 9204. Mediation will be scheduled to ensure the mutual availability of the selected mediator and all of the individuals that each party requires to represent its interests. If there are multiple Claims in dispute, the parties may agree to schedule the mediation to address all outstanding Claims at the same time. The parties will share the costs of the mediator and mediation fees equally, but each party is otherwise solely and separately responsible for its own costs to prepare for and participate in the mediation, including costs for its legal counsel or any other consultants.

(B) **Government Code Claims.**

(1) Timely presentation of a Government Code Claim is a condition precedent to filing any legal action based on or arising from the Contract. Compliance with the Claim submission requirements in this Article 12 is a condition precedent to filing a Government Code Claim.

(2) The time for filing a Government Code Claim will be tolled from the time Contractor submits its written Claim pursuant to Section 12.2, above, until the time that Claim is denied in whole or in part at the conclusion of the meet and confer process, including any period of time used by the meet and confer process. However, if the Claim is submitted to mediation, the time for filing a Government Code Claim will be tolled until conclusion of the mediation, including any continuations, if the Claim is not fully resolved by mutual agreement of the parties during the mediation or any continuation of the mediation.

- 12.6 Tort Claims.** This Article does not apply to tort claims and nothing in this Article is intended nor will be construed to change the time periods for filing tort-based Government Code Claims.
- 12.7 Arbitration.** City does not consent to arbitration unless required by Laws. It is expressly agreed, under Code of Civil Procedure § 1296, that in any arbitration to resolve a dispute relating to this Contract, the arbitrator's award must be supported by law and substantial evidence.
- 12.8 Burden of Proof and Limitations.** Contractor bears the burden of proving entitlement to and the amount of any claimed damages. Contractor is not entitled to damages calculated on a total cost basis but must prove actual damages. Contractor is not entitled to speculative, special, or consequential damages, including home office overhead or any form of overhead not directly incurred at the Project site or any other Worksite; lost profits; loss of productivity; lost opportunity to work on other projects; diminished bonding capacity; increased cost of financing for the Project; extended capital costs; non-availability of labor, material or equipment due to delays; or any other indirect loss arising from the Contract. The Eichleay Formula or similar formula will not be used for any recovery under the Contract. The City will not be directly liable to any Subcontractor or supplier.
- 12.9 Legal Proceedings.** In any legal proceeding that involves enforcement of any requirements of the Contract Documents, the finder of fact will receive detailed instructions on the meaning and operation of the Contract Documents, including conditions, limitations of liability, remedies, claim procedures, and other provisions bearing on the defenses and theories of liability. Detailed findings of fact will be requested to verify enforcement of the Contract Documents. All of the City's remedies under the Contract Documents will be construed as cumulative, and not exclusive, and the City reserves all rights to all remedies available under law or equity as to any dispute arising from or relating to the Contract Documents or performance of the Work.
- 12.10 Other Disputes.** The procedures in this Article 12 will apply to any and all disputes or legal actions, in addition to Claims, arising from or related to this Contract, including disputes regarding suspension or early termination of the Contract, unless and only to the extent that compliance with a procedural

requirement is expressly and specifically waived by City. Nothing in this Article is intended to delay suspension or termination under Article 13.

Article 13 - Suspension and Termination

- 13.1 Suspension for Cause.** In addition to all other remedies available to City, if Contractor fails to perform or correct Work in accordance with the Contract Documents, including non-compliance with applicable environmental or health and safety Laws, City may immediately order the Work, or any portion of it, suspended until the circumstances giving rise to the suspension have been eliminated to City's satisfaction.
- (A) **Notice of Suspension.** Upon receipt of City's written notice to suspend the Work, in whole or in part, except as otherwise specified in the notice of suspension, Contractor and its Subcontractors must promptly stop Work as specified in the notice of suspension; comply with directions for cleaning and securing the Worksite; and protect the completed and in-progress Work and materials. Contractor is solely responsible for any damages or loss resulting from its failure to adequately secure and protect the Project.
- (B) **Resumption of Work.** Upon receipt of the City's written notice to resume the suspended Work, in whole or in part, except as otherwise specified in the notice to resume, Contractor and its Subcontractors must promptly re-mobilize and resume the Work as specified; and within ten days from the date of the notice to resume, Contractor must submit a recovery schedule, prepared in accordance with the Contract Documents, showing how Contractor will complete the Work within the Contract Time.
- (C) **Failure to Comply.** Contractor will not be entitled to an increase in the Contract Time or Contract Price for a suspension occasioned by Contractor's failure to comply with the Contract Documents.
- (D) **No Duty to Suspend.** City's right to suspend the Work will not give rise to a duty to suspend the Work, and City's failure to suspend the Work will not constitute a defense to Contractor's failure to comply with the requirements of the Contract Documents.
- 13.2 Suspension for Convenience.** City reserves the right to suspend, delay, or interrupt the performance of the Work in whole or in part, for a period of time determined to be appropriate for City's convenience. Upon notice by City pursuant to this provision, Contractor must immediately suspend, delay, or interrupt the Work and secure the Project site as directed by City except for taking measures to protect completed or in-progress Work as directed in the suspension notice, and subject to the provisions of Section 13.1(A) and (B), above. If Contractor submits a timely request for a Change Order in compliance with Articles 5 and 6, the Contract Price and the Contract Time will be equitably adjusted by Change Order pursuant to the terms of Articles 5 and 6 to reflect the cost and delay impact occasioned by such suspension for convenience, except to the extent that any such impacts were caused by Contractor's failure to comply with the Contract Documents or the terms of the suspension notice or notice to resume. However, the Contract Time will only be extended if the suspension causes or will cause unavoidable delay in Final Completion. If Contractor

disputes the terms of a Change Order issued for such equitable adjustment due to suspension for convenience, its sole recourse is to comply with the Claim procedures in Article 12.

13.3 Termination for Default. City may declare that Contractor is in default of the Contract for a material breach of or inability to fully, promptly, or satisfactorily perform its obligations under the Contract.

(A) **Default.** Events giving rise to a declaration of default include Contractor's refusal or failure to supply sufficient skilled workers, proper materials, or equipment to perform the Work within the Contract Time; Contractor's refusal or failure to make prompt payment to its employees, Subcontractors, or suppliers or to correct defective Work or damage; Contractor's failure to comply with Laws, or orders of any public agency with jurisdiction over the Project; evidence of Contractor's bankruptcy, insolvency, or lack of financial capacity to complete the Work as required within the Contract Time; suspension, revocation, or expiration and nonrenewal of Contractor's license or DIR registration; Contractor's failure to procure, maintain, or renew insurance coverage or provide notice of any modifications or reductions in insurance coverage; dissolution, liquidation, reorganization, or other major change in Contractor's organization, ownership, structure, or existence as a business entity; unauthorized assignment of Contractor's rights or duties under the Contract; or any material breach of the Contract requirements.

(B) **Notice of Default and Opportunity to Cure.** Upon City's declaration that Contractor is in default due to a material breach of the Contract Documents, if City determines that the default is curable, City will afford Contractor the opportunity to cure the default within ten days of City's notice of default, or within a period of time reasonably necessary for such cure, including a shorter period of time if applicable.

(C) **Termination.** If Contractor fails to cure the default or fails to expediently take steps reasonably calculated to cure the default within the time period specified in the notice of default, City may issue written notice to Contractor and its performance bond surety of City's termination of the Contract for default.

(D) **Waiver.** Time being of the essence in the performance of the Work, if Contractor's surety fails to arrange for completion of the Work in accordance with the Performance Bond within seven calendar days from the date of the notice of termination pursuant to paragraph (C), City may immediately make arrangements for the completion of the Work through use of its own forces, by hiring a replacement contractor, or by any other means that City determines advisable under the circumstances. Contractor and its surety will be jointly and severally liable for any additional cost incurred by City to complete the Work following termination, where "additional cost" means all cost in excess of the cost City would have incurred if Contractor had timely completed Work without the default and termination. In addition, City will have the right to immediate possession and use of any materials, supplies, and equipment procured for the Project and located at the Project site or any Worksite on City property for the purposes of completing the remaining Work.

(E) **Compensation.** Within 30 days of receipt of updated as-builts, all warranties, manuals, instructions, or other required documents for Work installed to date, and delivery to City of all equipment and materials for the Project for which Contractor has already been compensated, Contractor will be compensated for the Work satisfactorily performed in compliance with the Contract Documents up to the effective date of the termination pursuant to the terms of Article 8, Payment, subject to City's rights to withhold or deduct sums from payment otherwise due pursuant to Section 8.3, and excluding any costs Contractor incurs as a result of the termination, including any cancellation or restocking charges or fees due to third parties. If Contractor disputes the amount of compensation determined by City, its sole recourse is to comply with the Claim Procedures in Article 12, by submitting a Claim no later than 30 days following notice from City of the total compensation to be paid by City.

(F) **Wrongful Termination.** If Contractor disputes the termination, its sole recourse is to comply with the Claim procedures in Article 12. If a court of competent jurisdiction or an arbitrator later determines that the termination for default was wrongful, the termination will be deemed to be a termination for convenience, and Contractor's damages will be strictly limited to the compensation provided for termination for convenience under Section 13.4, below. Contractor waives any claim for any other damages for wrongful termination including special or consequential damages, lost opportunity costs, or lost profits, and any award of damages is subject to Section 12.8, Burden of Proof and Limitations.

13.4 Termination for Convenience. City reserves the right, acting in its sole discretion, to terminate all or part of the Contract for convenience upon written notice to Contractor.

(A) **Compensation to Contractor.** In the event of City's termination for convenience, Contractor waives any claim for damages, including for loss of anticipated profits from the Project. The following will constitute full and fair compensation to Contractor, and Contractor will not be entitled to any additional claim or compensation:

(1) *Completed Work.* The value of its Work satisfactorily performed as of the date notice of termination is received, based on Contractor's schedule of values and unpaid costs for items delivered to the Project site that were fabricated for incorporation in the Work;

(2) *Demobilization.* Demobilization costs specified in the schedule of values, or if demobilization costs were not provided in a schedule of values pursuant to Section 8.1, then based on actual, reasonable, and fully documented demobilization costs; and

(3) *Termination Markup.* Five percent of the total value of the Work performed as of the date of notice of termination, including reasonable, actual, and documented costs to comply with the direction in the notice of termination for convenience, and demobilization costs, which is deemed to cover all overhead and profit to date.

(B) **Disputes.** If Contractor disputes the amount of compensation determined by City pursuant to paragraph (A), above, its sole recourse is to comply with the Claim procedures in Article 12, by submitting a Claim no later than 30 days following notice from City of total compensation to be paid by City.

13.5 Actions Upon Termination for Default or Convenience. The following provisions apply to any termination under this Article, whether for default or convenience, and whether in whole or in part.

(A) **General.** Upon termination, City may immediately enter upon and take possession of the Project and the Work and all tools, equipment, appliances, materials, and supplies procured or fabricated for the Project. Contractor will transfer title to and deliver all completed Work and all Work in progress to City.

(B) **Submittals.** Unless otherwise specified in the notice of termination, Contractor must immediately submit to City all designs, drawings, as-built drawings, Project records, contracts with vendors and Subcontractors, manufacturer warranties, manuals, and other such submittals or Work-related documents required under the terms of the Contract Documents, including incomplete documents or drafts.

(C) **Close Out Requirements.** Except as otherwise specified in the notice of termination, Contractor must comply with all of the following:

(1) Immediately stop the Work, except for any Work that must be completed pursuant to the notice of termination and comply with City's instructions for cessation of labor and securing the Project and any other Worksite(s).

(2) Comply with City's instructions to protect the completed Work and materials, using best efforts to minimize further costs.

(3) Contractor must not place further orders or enter into new subcontracts for materials, equipment, services or facilities, except as may be necessary to complete any portion of the Work that is not terminated.

(4) As directed in the notice, Contractor must assign to City or cancel existing subcontracts that relate to performance of the terminated Work, subject to any prior rights, if any, of the surety for Contractor's performance bond, and settle all outstanding liabilities and claims, subject to City's approval.

(5) As directed in the notice, Contractor must use its best efforts to sell any materials, supplies, or equipment intended solely for the terminated Work in a manner and at market rate prices acceptable to City.

(D) **Payment Upon Termination.** Upon completion of all termination obligations, as specified herein and in the notice of termination, Contractor will submit its request for Final Payment, including any amounts due following termination pursuant to this Article 13. Payment will be made in accordance with the provisions of Article 8, based on the portion of the Work satisfactorily completed, including the close out requirements, and consistent with the previously submitted schedule of values and unit pricing, including demobilization costs. Adjustments to Final Payment may include deductions for the cost of materials, supplies, or equipment retained by Contractor; payments received for

sale of any such materials, supplies, or equipment, less re-stocking fees charged; and as otherwise specified in Section 8.3, Adjustment of Payment Application.

(E) **Continuing Obligations.** Regardless of any Contract termination, Contractor's obligations for portions of the Work already performed will continue and the provisions of the Contract Documents will remain in effect as to any claim, indemnity obligation, warranties, guarantees, submittals of as-built drawings, instructions, or manuals, record maintenance, or other such rights and obligations arising prior to the termination date.

Article 14 - Miscellaneous Provisions

- 14.1 Assignment of Unfair Business Practice Claims.** Under Public Contract Code § 7103.5, Contractor and its Subcontractors agree to assign to City all rights, title, and interest in and to all causes of action it may have under section 4 of the Clayton Act (15 U.S.C. § 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 Contract or any subcontract. This assignment will be effective at the time City tenders Final Payment to Contractor, without further acknowledgement by the parties.
- 14.2 Provisions Deemed Inserted.** Every provision of law required to be inserted in the Contract Documents is deemed to be inserted, and the Contract Documents will be construed and enforced as though such provision has been included. If it is discovered that through mistake or otherwise that any required provision was not inserted, or not correctly inserted, the Contract Documents will be deemed amended accordingly.
- 14.3 Waiver.** City's waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of the Contract Documents will not be effective unless it is in writing and signed by City. City's waiver of any breach, failure, right, or remedy will not be deemed a waiver of any other breach, failure, right, or remedy, whether or not similar, nor will any waiver constitute a continuing waiver unless specified in writing by City.
- 14.4 Titles, Headings, and Groupings.** The titles and headings used and the groupings of provisions in the Contract Documents are for convenience only and may not be used in the construction or interpretation of the Contract Documents or relied upon for any other purpose.
- 14.5 Statutory and Regulatory References.** With respect to any amendments to any statutes or regulations referenced in these Contract Documents, the reference is deemed to be the version in effect on the date that bids were due.
- 14.6 Survival.** The provisions that survive termination or expiration of this Contract include Contract Section 11, Notice, and subsections 12.1, 12.2, 12.3, 12.4, 12.5, and 12.6 of Section 12, General Provisions; and the following provisions in these General Conditions: Section 2.2(J), Contractor's Records, Section 2.3(C), Termination, Section 3.7, Ownership, Section 4.2, Indemnity, Article 12, Dispute Resolution, and Section 11.2, Warranty.

END OF GENERAL CONDITIONS

Special Conditions

1. **Authorized Workdays and Hours.**
 - 1.1 **Authorized Workdays.** Except as expressly authorized in writing by City, Contractor is limited to performing Work on the Project on the following days of the week, excluding holidays observed by City: Monday through Friday.
 - 1.2 **Authorized Work Hours.** Except as expressly authorized in writing by City, Contractor is limited to performing Work on the Project during the following hours: 7:00 a.m. to 7:00 p.m..
2. **Pre-Construction Conference.** City will designate a date and time for a pre-construction conference with Contractor following Contract execution. Project administration procedures and coordination between City and Contractor will be discussed. Contractor must present City with the following information or documents at the conference, unless otherwise specified in the Notice to Proceed, for City's review and acceptance before the Work commences:
 - 2.1 Name, 24-hour contact information, and qualifications of the proposed on-site superintendent;
 - 2.2 List of all key Project personnel and their complete contact information, including email addresses and telephone numbers during regular hours and after hours;
 - 2.3 Staging plans that identify the sequence of the Work, including any phases and alternative sequences or phases, with the goal of minimizing the impacts on residents, businesses and other operations in the Project vicinity;
 - 2.4 If required, traffic control plans associated with the staging plans that are signed and stamped by a licensed traffic engineer;
 - 2.5 Draft baseline schedule for the Work as required under Section 5.2 of the General Conditions, to be finalized within ten days after City issues the Notice to Proceed;
 - 2.6 Breakdown of lump sum bid items, to be used for determining the value of Work completed for future progress payments to Contractor;
 - 2.7 Schedule with list of Project submittals that require City review, and list of the proposed material suppliers;
 - 2.8 Plan for coordination with affected utility owner(s) and compliance with any related permit requirements;
 - 2.9 Videotape and photographs recording the conditions throughout the pre construction Project site, showing the existing improvements and current condition of the curbs, gutters, sidewalks, signs, landscaping, streetlights, structures near the Project such as building faces, canopies, shades and fences, and any other features within the Project area limits;
 - 2.10 If requested by City, Contractor's cash flow projections; and
 - 2.11 Any other documents specified in the Special Conditions or Notice of Award.

3. City Holidays

City Holidays	
Holiday	Date Observed
Every Sunday	Every Sunday
New Year's Day	January 1st
Martin Luther King, Jr. Birthday	3rd Monday in January
President's 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



TECHNICAL SPECIFICATIONS

FOR

LOWER COLGAN CREEK RESTORATION-PHASE 3

CONTRACT NUMBER

C01946

2025



10 GENERAL CONSTRUCTION

10-3 MOBILIZATION

10-3.01 General: Mobilization shall conform to the Standard Specifications, and any modifications herein.

Mobilization shall include the obtaining of all permits; moving onto the site with all equipment; and other construction facilities as required for the proper performance and completion of the work. Mobilization shall include demobilization as defined herein.

Your Mobilization shall include but not be limited to the following principal items:

1. Preparation of Contract.
2. Completion of all tasks and submittal of all documents (bonds, insurance, schedule, etc.) required as conditions of issuing the Notice to Proceed.
3. Obtaining all required permits.
4. Installation of project identification signs per Section 7-1.03A of these Special Provisions. You shall consult with the Engineer for placement.
5. Installing temporary construction water supply, power, wiring, and lighting facilities, as required.
6. Providing your own field office trailers if needed.
7. Moving onto the site(s) all your equipment required for operations.
8. Having all OSHA required notices and establishment of safety programs.
9. Attendance at Pre-Construction Conference with your principal construction personnel.

Demobilization shall include, but not limited to, removal of all equipment, unused materials, all temporary utilities, job trailers and all temporary communication facilities.

10-5 DUST CONTROL

10-5.01 General: Sweeping, covering stockpiles, applying water, and/or dust palliative, to control dust caused by public traffic is not change order work.

All dust producing work and unpaved construction sites shall require a minimum watering in the middle and ending of each workday. The frequency of watering shall increase if dust is airborne. Watering shall not produce runoff.

You shall maintain dust control to the satisfaction of the Engineer, 7 days a week, 24 hours per day.

At the end of each workday, you shall thoroughly sweep all streets affected by the project to minimize airborne dust.

At the end of each work week, you shall sweep all streets in the work zone with a commercial street sweeping truck equipped with a rear pick up broom.

At the Engineer's discretion additional sweeping or watering may be required, including the use of a commercial street sweeping truck equipped with a rear pick up broom, at any time or place.

10-5.02 Payment: Full compensation for conforming to the provisions of this section shall be considered as included in the prices paid for the various contract items of work involved and no additional compensation will be allowed therefor.

12 TEMPORARY TRAFFIC CONTROL

12-1 General

12-1.01 General: Construction area traffic control devices shall be installed and maintained in accordance with the applicable sections of these Special Provisions, the Standard Specifications, the current Edition of the California Manual on Uniform Traffic Control Devices (CA MUTCD), the Americans with Disabilities Act (ADA) and as directed by the Engineer.

12-1.04 Payment: Furnishing flaggers shall be considered as included in the contract lump sum price paid for traffic control.

12-3 Traffic-Handling Equipment and Devices

12-3.01 General: Prior to commencing construction which will affect existing vehicular and pedestrian traffic, Contractor shall submit for review by the Engineer, Traffic Control Plans on 11" x 17" sheets of paper which contains only information specifically related to work zone vehicular and pedestrian traffic control. Traffic Control Plans shall be prepared, sealed, and signed by a Professional Engineer registered in the State of California. If Contractor proposes to use the current edition of the CA MUTCD published by Caltrans in lieu of a traffic control plan, in specific work operations, Contractor shall submit in writing for consideration which Typical Application Diagram will be used and how it will be applied for each work operation. Traffic Control Plans or proposals shall be submitted for review at least two weeks prior to implementation.

Traffic Control Plans shall contain a title block which contains Contractor's name, address, phone number, project superintendent's name, contract name, dates and hours traffic control will be in effect, and a space for review acknowledgment.

The content of the Traffic Control Plan shall include, but is not limited to, the following:

1. Show location and limits of the work zone.
2. Give dimensions of lanes affected by traffic control that will be open to traffic.
3. Indicate signing, cone placement, and other methods of delineation and reference to appropriate City or Caltrans Standards.
4. Dimension location of signs and cone tapers.
5. Identify side streets and driveways affected by construction and show how they will be handled.
6. Show how pedestrian traffic will be handled through the construction site. Pedestrian pathways through the work zone shall be in compliance with the requirements of ADA during and after work hours.
7. Identify message board locations. A minimum of 3 changeable message boards shall be required. Location shall be determined by Engineer.
8. Demonstrate how two-way traffic will be maintained.

No work except for installation of project identification signs will be allowed to commence prior to approval of the Work Zone Traffic Control Plans.

12-4 Maintaining Traffic

12-4.01A General:

1. The full width of the traveled way shall be open for use by public traffic on Saturday, Sundays and designated legal holiday(s), after 4:00 p.m. on Fridays and the day preceding designated legal holidays, and when construction operations are not actively in progress; unless work has specifically been authorized by the Engineer.

2. The location of traffic control signing, barricades, and other facilities shall be monitored frequently (four to five times per day) by Contractor to verify their proper location. All traffic signal and other traffic control devices shall be maintained at all times.
3. Contractor shall conduct these operations so as to cause the minimum obstruction and inconvenience to traffic and to places of business, multiple dwelling units and residences adjacent to the work. Contractor shall notify the Engineer of his planned work and utility service interruption at least five working days in advance to allow time to notify residents and businesses.
4. When construction activities will prevent vehicle access to individual driveways Contractor shall notify and receive permission from the affected businesses and residents. Attention is directed to Section 7-1.03, "Public Convenience". **Full access shall be provided to all driveways during non-working hours.**

12-4.01A General: Contractor shall submit a trucking route along with the traffic controls plans for approval by the Engineer. The route must minimize traffic on residential streets that are not part of the project.

Existing pavement damaged by Contractor's operations and not shown to be replaced shall be replaced at Contractor's expense, per City Standards and to the satisfaction of the Engineer.

12-4.02 Closure Requirements: Attention is directed to Section 7-1.03, "Public Convenience" of the Specifications and Section 5-1.05, "Order of Work," of these Special Provisions.

Exact locations of Project Identification signs and Advance Notice signs (7-1.03, "Public Convenience") shall be determined in the field by the Engineer.

Lane closures will be permitted between the hours of 8:30 a.m. and 4:00 p.m. only. Only one lane at a time may be closed and no lanes shall be closed at any other hours unless specifically approved by the Engineer. Contractor shall maintain vehicle access to homes and other properties at all times while work is in progress.

Contractor shall not park construction vehicles, Contractor employee vehicles, stage materials or stockpiles in front of any business or residential driveway access and Contractor shall maintain access to private parking lots within the block where work is in progress. Construction vehicles shall not be left running for any length of time if parked in front of a business or residential unit.

Three access points will be allowed to the project site:

1. 3012 Dutton Meadow with access from Dutton Meadow, north of the existing house.
2. The existing 10-foot-wide Sonoma County Water Agency (SCWA) maintenance road on the north side of Colgan Creek, accessible off Dutton Meadow near Bellevue Avenue immediately north of the creek bridge.
3. The existing 10-foot SCWA maintenance road on the south side of Colgan Creek, accessible from the pedestrian pathway along Bellevue Avenue and across from Juniper Avenue. Flaggers shall be provided to facilitate pedestrian traffic along the pathway when construction vehicles or equipment is present.

Construction access shall not be permitted from other neighborhood streets such as Boron Avenue, Mojave Avenue, or Monument Drive.

The City, its agents, and SCWA will need access to the creek reach north of the project area, which does not have other road access. Contractor shall coordinate with these entities to allow access.

Additionally, Contractor shall coordinate with the City and its agents to allow access to the project area for additional seed application (conducted by others), art installation, and other needs with 48 hours' notice.

No other access will be allowed to the project site due to sensitive habitat and permit restrictions. Contractor is responsible for all fines and/or subsequent mitigation costs resulting from disturbed areas outside the construction site limits.

On identified local/residential streets Contractor will normally be allowed use of each block (between nearest intersections) for their sole use, without the need to provide 2-way traffic through that block. Contractor will be required to maintain vehicle access to homes and other properties within the block where work is in progress.

Contractor shall keep the City of Santa Rosa Fire Department informed regarding the closure of any traveled way. At a minimum, Contractor shall call the Fire Department at 543-3535 **and** the Communications Center at 543-3666 **daily** to report any traveled way closure. This means immediately upon closure for that day and again immediately after removal of the closure. For closures over multiple days, the daily notification still applies. This requirement does not apply for single lane closures on multiple lane streets.

Contractor shall notify Sonoma County Transit at (707) 585-7516, Superintendent of Golden Gate Transit at (415) 257-4442, Santa Rosa City Bus at (707) 543-3922, Sonoma County Airport Express at (707) 837-8700, the local Postal Service at (707) 526-0113 and Recology at (800) 243-0291 5 calendar days prior to any lane closures or restrictions in turning movements.

If Contractor has been given an approved Traffic Control Plan that includes road closures, Contractor shall maintain vehicular access to homes and other properties where work is in progress within the closure area.

Where necessary, and only after receiving written approval from the Engineer, Contractor may temporarily suspend curb side parking in their immediate work zone. Notification to businesses and residents shall be hand delivered at least 72 hours prior to construction in the affected areas.

Notification shall be as follows:

1. A notice placed on the front door of each home or business where curb side parking will be suspended and attempt made to notify each business or resident verbally that work will be underway within the block and that curb side parking will be suspended during stated working hours and request that vehicles be parked out of the roadway by 8:00 a.m. Service of notice shall not bar use of cars within the block, as individual plans change and emergencies arise.
2. Type 1 barricades every 50 feet adjacent to the curb where parking will be suspended with a notice posted on the barricade stating specific dates and times that curb side parking will be temporarily suspended. If work will not take place in the posted area, then Contractor shall remove "No Parking" notices.

Contractor shall maintain vehicle access to all homes and other properties along the work zone.

Cross streets will require maintenance of at least one-half (1/2) width of each street for traffic purposes, unless a parallel route is approved by the Engineer. Flagging will only be allowed between the hours of 8:30 am and 4:00 pm.

Barricades and flaggers shall be positioned to allow safe turns at intersections and curves.

12-4.04 Temporary Pedestrian Access Routes

12-4.04A(1) Summary: Contractors are directed to Chapter 6D, Pedestrian and Worker Safety, in the CA MUTCD, the improvement plans and these Special Provisions.

Pedestrians shall be provided with a safe convenient and accessible path that, at a minimum, replicates the most desirable characteristics of the existing sidewalk, path or footpath. At no point along the road shall the sidewalks on both sides of the road be closed at the same time.

Contractor shall construct and maintain temporary pedestrian pathways through the work zone, where required, that shall be in compliance with the requirements of the Americans with Disabilities Act (ADA), and the CA MUTCD.

Pedestrian routes shall not be impacted for the purposes of any non-construction activities such as parking of vehicles or equipment, or stock piling of materials. Pedestrians shall not be led into conflicts with work site vehicles, equipment or operations. The pedestrian pathway directly adjacent to Bellevue Avenue shall remain accessible at all times.

Pedestrian routes shall be open and accessible at the end of the workday unless an alternate ADA compliant route has been approved by the Engineer. The construction of curb ramps and/or long sections of sidewalk do not alleviate Contractor from this requirement.

12-9 Measurement and Payment

12-9.01 Payment: **Traffic Control** shall be paid for at the contract **lump sum** price, which price shall include full compensation for furnishing all labor, materials, tools and equipment, and doing all work involved in **vehicular and pedestrian** traffic control, including but not limited to, providing, placing, maintaining, and removal of temporary paths and/or ramps, temporary relocation of regulatory signs, changeable message boards, project and public notification signs, flagging, excavation, compaction, furnishing, and placement of asphalt concrete and/or PCC, barricades, toe-rails, hand rails, complying with CA MUTCD Standards for Pedestrian Safety, coordination efforts and any other items necessary for vehicle and pedestrian traffic control not specifically enumerated in the plans or these specifications, and no additional allowance will be made therefor.

13-2 Water Pollution Control Program

13-2.01C Submittals: The program to control water pollution required to be submitted for approval by the Engineer under this section of the Standard Specifications shall include a spill contingency plan that establishes clean-up procedures that will be followed in the event of a spill of potentially hazardous, toxic, or polluting materials.

13-2.04 Payment: The Water Pollution Control Program shall be considered as included in the contract lump sum price paid for Water Pollution Control.

13-3 Storm Water Pollution Prevention Plan

13-3.01A Summary: Section 13-3 includes specifications for developing, implementing and maintaining a Storm Water Pollution Prevention Plan (SWPPP) required by this General Permit.

A Notice of Intent for coverage under the General Permit will be filed by the City. This project has been determined to be a risk level 2 traditional construction project. The City will pay the fee associated with the Notice of Intent.

It is the Contractor's responsibility to develop and implement the SWPPP. Included in the SWPPP shall be a project description, site map, erosion control plan, construction site monitoring program, reporting and inspection forms, contact list, and all other information necessary to comply with the requirements of the General Permit. The work under this section also includes updating the SWPPP.

The SWPPP shall reference CASQA BMP (Best Management Practices) fact sheets and follow the format suggested in Appendix B of the CASQA handbook. The Contractor may substitute another format if approved by the Engineer and it complies with all requirements of the General Permit.

All discharges of storm water from the project shall comply with the General Permit.

A storm water annual report shall be prepared and submitted by the Contractor. The annual report shall cover the preceding period from July 1st to June 30th (or Notice of Completion).

This work includes collecting and submitting all required data to SMARTS to comply with the Annual Report requirements of the General Permit and SMARTS.

Do not start job site activities until:

1. The SWPPP is authorized.
2. The waste discharge identification number (WDID) is issued.
3. SWPPP review requirements have been fulfilled. If the RWQCB requires time for review, allow 30 days for the review.

A current copy of the SWPPP shall be kept on site when the Contractor or its subs are working.

13-3.02 SWPPP Preparation and Implementation

The SWPPP shall be written, amended and certified by a Qualified SWPPP Developer (QSD) as defined in the General Permit, Section VII.B.1.

The Contractor shall provide a Qualified SWPPP Practitioner (QSP), as defined in the General Permit, Section VII.B.3, to ensure full compliance with the General Permit and implementation of all elements of the SWPPP, including all storm water inspections and visual observations, sampling and analysis and record keeping. The QSP shall ensure that all BMPs required by this SWPPP are implemented. The QSP shall notify the QSD of needed revisions to the SWPPP to reflect current conditions and all proposed changes.

This work includes gathering and presenting, in an approved format, all information necessary to produce a SWPPP that complies with the General Permit. The SWPPP shall be developed by a QSD and include, but not limited to: project description, site maps, erosion control plans, construction site monitoring program, contact information, monitoring and reporting forms, project specific BMP fact sheets, schedule, training documentation, designated QSD and QSP qualifications, SWPPP amendment log sheet and all other information necessary to comply with the General Permit and these Special Provisions.

The SWPPP shall be updated to reflect current project conditions, personnel, schedule, alterations to plans, BMP modifications or substitutions, relocation of staging and material stockpiling areas and any other changes that are not reflected in the SWPPP.

13-3.03 Submittals

Within 20 days of Contract approval submit the following for review and approval by the Engineer:

1. Submit 1 copy of the SWPPP for review. Allow 10 days for the City's review. The Engineer provides comments and specifies the date when the review stopped if revisions are required.
2. Change and resubmit a revised SWPPP within 5 days of receiving the Engineer's comments. The City's review resumes when a complete SWPPP has been resubmitted.
3. When the Engineer authorizes the SWPPP, upload an electronic copy to the State's **Storm Water Multiple Application and Report Tracking System (SMARTS)** and submit 2 printed copies of the authorized SWPPP to the City.
4. If the Engineer requests changes to the SWPPP based on the RWQCB's comments, amend the SWPPP within 5 days.

13-3.04 Training

Employees shall receive initial water pollution control training before starting work at the job site.

For project managers, supervisory personnel, subcontractors, and employees involved in water pollution control work:

1. Provide storm water training in the following subjects:
 - a. Water pollution control rules and regulations
 - b. Implementation and maintenance for:
 - i. Temporary soil stabilization
 - ii. Temporary sediment control
 - iii. Tracking control
 - iv. Wind erosion control
 - v. Material pollution prevention and control
 - vi. Waste management
 - vii. Non-storm water management
2. Conduct weekly training meetings covering:
 - a. Deficiencies and corrective actions for water pollution control practices
 - b. Water pollution control practices required for work activities during the week
 - c. Spill prevention and control
 - d. Material delivery, storage, usage, and disposal
 - e. Waste management
 - f. Non- storm water management procedures

Storm Water training shall be documented in the SWPPP.

13-3.05 Construction Site Monitoring Program

The SWPPP includes a Construction Site Monitoring Program containing instructions and forms. Monitoring and inspections will take place during normal working hours.

BMP inspection shall be performed by a QSP and documented on an approved form. A copy of the inspections will be kept in the SWPPP on site. An additional copy shall be given to the City. Noted deficiencies shall be brought to the Project Superintendent or Foreman's attention and Engineer and corrective action take within 2 working days or before any rain event.

Monitor the National Weather Service's forecast daily. For the National Weather Service's forecast, go to the Web site for the National Weather Service. Printed copies of the forecast shall be kept in the SWPPP.

Use the *Storm Water Site Inspection Report* form for documenting site inspections.

1. Inspections of BMPs identified in SWPPP:

- a. On a predetermined schedule of at least once a week;
- b. Before a forecasted storm event;
- c. After a qualifying rain event that produces site runoff;
- d. At 24-hour intervals during extended storm events;

2. Daily inspections of (if applicable):

- a. Storage areas for hazardous materials and waste
- b. Hazardous waste disposal and transporting activities
- c. Hazardous material delivery and storage activities

3. Inspections of:

- a. Vehicle and equipment cleaning facilities:
 - i. Daily if vehicle and equipment cleaning occurs daily
 - ii. Weekly if vehicle and equipment cleaning does not occur daily
- b. Vehicle and equipment maintenance and fueling areas:
 - i. Daily if vehicle and equipment maintenance and fueling occur daily

4. Pre and post rain inspections

- a. pre-rain event inspection within 48 hours of predicted qualifying storm to verify the site and the BMPs are ready for the predicted rain.
- b. post-rain event inspection within 48 hours after a qualifying storm to observe the discharge locations and the discharge of any stored or contained rainwater; determine if BMPs functioned as designed; and identify if any additional BMPs are required.

This work includes providing a QSP, performing weekly BMP inspections, documentation, coordinating with Contractor and project inspector, providing QSD with SWPPP update information and all other work necessary to comply with the inspection requirements of the SWPPP.

Qualifying Rain Event Inspections, include both pre-rain and post-rain inspection, include providing a QSP, performing pre-rain inspections and post-rain inspections for qualified rain events as required in the SWPPP, documentation, coordinating with Contractor and project inspector and all other work necessary to comply with the qualifying rain event inspection requirements of the SWPPP.

13-3.05a Sampling

The QSP will sample for pH and turbidity during each qualifying rain event at all locations where runoff from the project is discharged offsite. Samples shall be representative of the runoff flow and characteristics of the site's discharges. All locations discharging runoff from the site shall be sampled. Additional samples for non-visible pollutants may be collected for lab analysis if required.

Three measurements will be taken at each discharge location for each working day of a qualified rain event. Measurements will be taken at the beginning of the work day or discharge, in the middle and one near the end of the discharge or work day. All measurements will be documented on sampling forms with a copy kept in the SWPPP and one given to the City. Discharge locations shall be marked on the site map in the SWPPP.

Measurements will be made using portable field meters. Each meter shall have been calibrated prior to use. A meter calibration log sheet shall be kept in the SWPPP. Measurements will be made during normal working hours.

This work includes collecting samples, measuring pH and turbidity, documentation, maintaining and calibrating pH and turbidity meters, submitting data to SMARTS and all other work necessary to comply with the sampling requirements of the SWPPP and the General Permit.

13-3.06 Construction

The SWPPP shall be updated to reflect current project conditions, personnel, schedule, alterations to plans, BMP modifications or substitutions, relocation of staging and material stockpiling areas and any other changes that are not reflected in the SWPPP or on the plans. A printed copy of the authorized SWPPP shall be at the job site whenever there is project related activity at the site.

The Contractor shall:

1. Install appropriate BMP materials and devices as listed in the SWPPP, before performing work activities.
2. Install soil stabilization materials (BMPs) in all work areas that are inactive or before storm events.
3. Repair or replace water pollution control practices within 48 hours of discovering any damage unless a longer period is authorized by the Engineer.
4. The City does not pay for the cleanup, repair, removal, disposal, or replacement of BMP devices due to improper installation or Contractor negligence.

The QSP shall report all non-compliance to the City.

13-3.07 Definitions

Active Area: Area where soil-disturbing work activities have occurred at least once within 15 days.

Construction Phase: Includes (1) highway construction phase for building roads and structures, (2) plant establishment and maintenance phase for placing vegetation for final stabilization, and (3) suspension phase for suspension of work activities or winter shutdown. The construction phase continues from the start of work activities to Contract acceptance.

Inactive Area: Area where soil-disturbing work activities have not occurred within 15 days.

Normal Working Hours: Hours specified in the Special Provisions.

Qualifying Rain Event: Storm that produces at least 0.5 inch of precipitation with a 48-hour or greater period between rain events.

Storm Event: Storm that produces or is forecasted to produce at least 0.10 inch of precipitation within a 24-hour period.

13-3.10 Payment: Full compensation for conforming to the requirements of this section shall be considered as paid for at the contract **lump sum** price for **Water Pollution Control**, which price shall include full compensation for all material, equipment, labor and work required as specified herein.

13-4 Job Site Management

13-4.03B: Spill Prevention and Control: The Contractor shall also comply with CASQA Spill Prevention and Control (BMP WM-4). If a spill occurs at the construction site and Contractor do not take immediate and adequate steps to contain and clean up the spill, especially if rain is threatening or if a discharge to a storm drain or creek could occur, the City shall have the right, in its sole and absolute discretion, to clean up the spill using City forces or an independent contractor. The cost of any such cleanup, in addition to recovery of any penalty or fine imposed upon the City, plus an administrative charge of fifteen percent (15%) of the costs incurred by the City, shall be deducted from any amounts owed to the Contractor hereunder.

In the event there are insufficient amounts owed to Contractor hereunder to cover the foregoing costs and charges, the City shall have the right to pursue any other remedy to recover same, including, but not limited to, proceeding against any surety or bond in favor of the City. The City's rights under this section are intended to be in addition to and not in lieu of any imposed by the City against Contractor for violations of City Code Chapter 17-12, "Storm Water".

13-4.03C(3): Stockpile Management: Contractor shall also comply with CASQA Stockpile Management (BMP WM-3). Do not block storm water flows.

13-4.03D(1): General: Contractor shall also comply with Waste Management/CASQA Solid Waste Management (BMP WM-5). Contractor shall dispose of all trash, rubbish, and waste materials of any kind generated by Contractor, subcontractor, or any company hired by Contractor on a daily basis.

13-4.03D(3): Concrete Waste: Contractor shall also comply with CASQA Concrete Waste Management (BMP WM-8). Ensure the containment of concrete washout areas and other washout areas that may contain pollutants so there is no discharge into the underlying soil and onto the surrounding areas.

13-4.03D(4): Sanitary and Septic Waste: Contractor shall also comply with CASQA Sanitary and Septic Waste Management (BMP WM-9). Sanitation facilities shall be maintained periodically by a licensed service to keep them in good working order and prevent overflows. Portable toilets are required to have secondary containment.

13-4.03D(5): Liquid Waste: Liquid waste includes water generated from excavation dewatering. Minimize transfer piping by locating containers near the excavation to be dewatered while protecting the containers from moving vehicles and equipment.

13-4.03E(1): Water Control and Conservation

Contractor shall also comply with CASQA Water Conservation Practices (BMP NS-1 and NS-2).

13-4.03E(3): Vehicle and Equipment Cleaning:

Contractor shall also comply with CASQA Vehicle and Equipment Cleaning (BMP NS-8).

13-4.03E(4): Vehicle and Equipment Fueling and Maintenance:

Contractor shall also comply with CASQA Vehicle and Equipment Fueling (BMP NS-9), and CASQA Vehicle and Equipment Maintenance (BMP NS-10).

13-4.03E(7): Paving, Sealing, Saw cutting, Grooving, and Grinding Activities: As listed in Part 9, sections 4 and 5 of the Storm Water Permit, the following additional BMPs shall be implemented for street paving, repaving, reconstruction, patching, digouts or resurfacing.

1. Restrict paving and repaving activity to exclude periods of rainfall or predicted rainfall unless required by emergency conditions
2. Install BMPs at all susceptible storm drain inlets and manholes to prevent paving products and tack coat from entering
3. Prevent the discharge of release agents including soybean oil, other oils, or diesel to the storm water drainage system or watercourses
4. Minimize non-storm water runoff from water use for the roller and for evaporative cooling of the asphalt
5. Clean equipment over absorbent pads, drip pans, plastic sheeting or other material to capture all spillage and dispose of properly
6. Collect liquid waste in a container, with a secure lid, for transport to a maintenance facility to be reused, recycled, or disposed of properly 13-4.03D(5)
7. Collect solid waste by shoveling and vacuuming or sweeping and securing in an appropriate container for transport to a maintenance facility to be reused, recycled, or disposed of properly 13-4.03D(5)
8. Cover "cold-mix" asphalt (i.e., pre-mixed aggregate and asphalt binder) with protective sheeting during a rainstorm 13-4.03C(3)
9. Cover loads with tarp before haul-off to a storage site, ensuring that trucks are not overloaded
10. Minimize airborne dust by using water spray during grinding 14-9.03
11. Protect stockpiles with a cover or sediment barriers during a rain event and
12. Avoid stockpiling soil, sand, sediment, asphalt material and asphalt grindings materials or rubble in or near storm water drainage system or watercourses 13-4.03C(1)

13-4.03F: Sweeping: Contractor shall also comply with CASQA Street Sweeping and Vacuuming (BMP SE-7).

13-4.03G: Dewatering: The worksite shall be de-watered, to the Engineer's satisfaction, to provide working conditions free of detrimental water. The amount of flow may fluctuate. This variance can be attributed to, but not limited to, storms, domestic runoff from car washing, lawn watering, etc., and irrigation practices upstream.

The contractor shall investigate site conditions and be responsible for creek bypass (surface flow diversion) and groundwater dewatering as necessary.

13-4.03G(1) Creek Bypass Plan and Implementation: The Contractor shall prepare and submit its creek bypass (surface diversion) plan to the Engineer no later than five (5) working days after the notice to proceed is issued. This time sensitive submittal requires approval from the California Department of Fish and Wildlife at least 15 days prior to the start of project activities.

The plan shall describe the major elements of the system and required backup system, such as pipe and pump sizes, anticipated flow rates, coffer dam construction methods and silt control procedures. It is the Contractor's responsibility to determine the flow rate and size their bypass system accordingly. Special attention is directed to Section A of these Special Provisions.

Flows to downstream reaches shall be provided during all times that the natural flow would have supported aquatic life.

Coffer dams and bypass pipe shall be installed and maintained such that no upstream creek water or offsite runoff from culverts enters the construction site. Coffer dams shall be constructed as close as practicable upstream and downstream of the work in a manner that ensures that the site remains dry throughout construction. All coffer dam materials shall be removed from the creek upon project completion within a timely manner. If the coffer dams fail, they shall be repaired immediately. Diversion shall be conducted such that water at the downstream end does not scour the channel bed or banks.

The City's biologist will perform the work of fish and other aquatic organisms capture and transport. The Contractor shall provide 72 hours advanced notice to the City to have this work performed, which will take up to 3 days to complete, after June 15th.

13-4.03G(2) Worksite Dewatering Plan and Implementation: The Contractor shall prepare and submit its dewatering plan to the Engineer no later than 5 working days after the notice to proceed. This time sensitive submittal requires approval from the California Department of Fish and Wildlife at least 15 days prior to the start of project activities.

The plan at a minimum, shall describe the major elements of the system, and backup system such as pipe and pump size, analytical test program, backup system, and discharge location. Equipment such as generators shall have sound attenuation as needed to reduce noise to 45 dB or less. The Contractor shall always have a minimum of two working pumps available for immediate use.

Water may be encountered during excavation. Water accumulated in creek channel excavations shall be discharged back into the creek. Sediment shall be removed from water prior to discharge.

The discharge shall be monitored to verify the lack of contamination. If any odor, sheen, or other visual discrepancy is noted during excavation or discharge, stop pumping and immediately notify the Engineer.

Contractor shall be responsible for constructing, operating, and maintaining all necessary features to complete the work including furnishing, installing, and maintaining all pumping and other equipment required to dewater. The dewatering system shall be maintained by the contractor until all major grading and permanent erosion control features are completely installed. The dewatering system shall not be removed until authorized in writing by the engineer.

13-4.04 Payment: **Worksite Dewatering Plan and Implementation** shall be paid for at the contract **lump sum** amount which price shall include full compensation for all material, labor, equipment and work as specified herein including preparing and implementing the worksite dewatering plan and no additional allowance will be made therefor.

Creek Bypass Plan and Implementation shall be paid for at the contract **lump sum** amount which price shall include full compensation for all material, labor, equipment and work as specified herein including preparing and implementing the creek bypass plan, and no additional allowance will be made therefor. Eighty (80) percent of the contract lump sum bid price will be paid when the Creek Bypass Plan is implemented, and such installation is approved by the Engineer. The remaining twenty (20) percent will be paid when it has been removed and such removal is approved by the Engineer.

13-6 Temporary Sediment Control

13-6.03C Temporary Drainage Inlet Protection: Contractor shall also comply with CASQA Storm Drain Inlet Protection (BMP SE-10).

13-6.04 Payment: Temporary Sediment Control shall be considered as included in the contract lump sum price paid for Water Pollution Control which includes all maintenance costs.

13-7 Temporary Tracking Control

13-7.01A: General: Contractor shall also comply with Stabilized Construction Entrance and Exit (BMP TC-1), Entrance Outlet Tire Wash (BMP TC-3).

13-7.01C Construction: Contractor shall also comply with CASQA Stabilized Construction Site Entrance / Exit (BMP TC-1).

13-7.03D Payment: The City does not pay Contractor 1/2 of that cost for maintaining a temporary construction entrance or roadway under section 9-1.04. Contractor will be responsible for the total cost of maintaining a temporary construction entrance or roadway. Maintaining a temporary construction entrance or roadway shall be considered as included in the contract lump sum price paid for Water Pollution Control.

13-10 Temporary Linear Sediment Barrier

13-10.01A Summary: Contractor shall also comply with CASQA Silt Fence and Sand Bag Barrier (BMP SE-1 and SE-8).

[Revised: 10/31/23 CDA STD2018]

14 ENVIRONMENTAL STEWARDSHIP

14-10.01 General: Contractor shall dispose of all portland cement concrete and asphalt concrete, generated from removal or demolition activities on the project, at a recycler for these materials. All other excess materials from the project shall become the property of Contractor and shall be disposed of by him, at his expense.

Sweeping, covering stockpiles, applying water, and/or dust palliative, to control dust caused by public traffic is not change order work.

All dust-producing work and unpaved construction sites shall require a minimum watering in the middle and ending of each workday. The frequency of watering shall increase if dust is airborne. Watering shall not produce runoff.

Contractor shall maintain dust control to the satisfaction of the Engineer, 7 days a week, 24 hours per day.

At the end of each work day the Contractor shall thoroughly sweep all streets immediately outside the work zone to minimize airborne dust.

At the Engineer's discretion additional sweeping or watering may be required, including the use of a commercial street sweeping truck equipped with a rear pick up broom, at any time or place.

14-10.02 Solid Waste Disposal and Recycling Report: Submit a Solid Waste Disposal and Recycling Report prior to final acceptance of work performed under the Contract. Show the types and amounts of project-generated solid waste taken to or diverted from landfills or reused on the project.

Submit a Solid Waste Disposal and Recycling Report prior to Contract acceptance. Show the types and amounts of project-generated solid waste taken to or diverted from landfills or reused on the project.

Contractor shall provide receipts verifying delivery and approximate quantity (in tons) of the material delivered to a material recycler.

14-10.02D Payment: Full compensation for material recycling and dust control as specified herein shall be considered as included in the contract prices paid for various items of work, and no additional compensation will be allowed therefor.

[Revised: 10/31/23-CDA STD2018]

15 EXISTING FACILITIES

15-1.03A General: Existing facilities disturbed by construction shall conform to the applicable provisions of Section 5-1.36. All existing active utilities found to reside in excavated areas shall be supported in place with service maintained during construction. Contractor shall be responsible for any damage caused by Contractor's operations and any needed repairs shall be completed to the Engineer's satisfaction.

Existing storm drains found to reside in excavated areas shall be supported, removed, or replaced at Contractor's option and at no additional cost to the City. Contractor shall be responsible for maintaining the existing line and grade of the storm drains. If Contractor elects to remove and replace, it shall be done per applicable City Standards and Specifications.

Existing utility trenches and/or structures that are in close proximity to proposed trenches shall be safeguarded in an appropriate manner from damage.

15-1.04 Payment: Full compensation for supporting, removal and disposal of existing utilities and their appurtenances is considered as included in the contract prices paid for various contract items of work and no additional allowance will be made therefor.

15-3.03 Construction: All removed concrete shall become the property of Contractor and shall be immediately off-hauled. None of the removed concrete shall be dumped or stockpiled on the work site. Contractor shall dispose of all removed concrete at a recycler for this material. Burying of broken concrete within the limits of the project shall not be allowed.

All concrete which is to be removed from sidewalk, curb, gutter and driveway areas shall be removed to the nearest score mark or construction joint as directed by the Engineer unless otherwise noted on Project Plans. The edge of existing concrete to remain shall be neat and free of defects. Saw cutting may be required to achieve this.

Concrete removal includes removal of any reinforcing steel embedded in the concrete and no additional allowance will be made for the removal of such steel.

Landscaping and other surfaces or structures shall be restored to original condition at no additional cost to the City.

15-7 Utility Clearances: *All items noted in this Section shall take place prior to any other construction activities.*

Contractor shall investigate, confirm and/or determine the exact locations of existing utilities, and verify clearances between existing and proposed utilities at crossings and/or known potential conflicts. Contractor shall determine elevations and alignments of existing utilities at connection points.

Contractor shall determine elevations and alignments of existing sewer laterals, at the back of sidewalk, if a new proposed sewer main is at a higher elevation than the existing sewer main.

Contractor shall provide all relevant information in writing to the Engineer immediately upon discovery of any conflict. Any delay in notification to the Engineer may delay direction and/or corrective action and a delay claim due to this reason shall not be considered by the City. Contractor shall not proceed with any work that is in conflict until direction is provided by the Engineer and shall redirect crews to other contract work. All the information required to be obtained per this Section and any other information not noted but relative to the project shall be provided to the Engineer on a set of Plans when the investigative effort is complete.

15-7.01 Payment: Full compensation for utility clearances shall be considered as included in the prices paid for various contract items of work and no additional allowance will be made therefor. This includes full compensation for furnishing all labor, materials, tools and equipment, and doing all the work involved in verifying utility clearances, including but not limited to: potholing to verify potential conflicts, grades and alignments of existing facilities to be connected to; excavation; backfill; notification; and coordination and redirection of crews to other contract work *if required*, as specified herein, and no additional allowance will be made therefor.

15-8 Tree Root Pruning: All tree roots two inches and greater which are encountered during excavation shall be pruned by hand. The root shall be cut cleanly with a saw to avoid splits. When digging within the drip line of trees, Contractor shall exercise extreme caution to avoid pulling on roots with excavation equipment. Hand dig around all roots greater than one inch in diameter. Contractor shall notify the Engineer when encountering roots within the drip line of trees which are greater than one inch. If the Engineer elects to get direction from an arborist Contractor shall redirect crews to other contract work after safeguarding the area.

15-8.01 Payment: Full compensation for removing and pruning tree roots, hand digging to avoid root damaging roots, and excavating cautiously with respect to tree roots is considered as included in the prices paid for various contract items of work and no additional allowance will be made therefor.

[Revised: 09/10/19-CDA STD2018]

17 EARTHWORK AND LANDSCAPE

17-2 Clearing and Grubbing

17-2.01 General: Clearing, grubbing, and access shall be confined to the limits shown on the plans and shall not exceed the minimum necessary to complete operations. Contractor shall clear culverts, drainage structures, rock, gravel, concrete, rip-rap, existing stumps, cyclone fencing, foundations, poles, gates, salamander fencing, debris, garbage, observation wells, gravel maintenance roads, and other objectionable material within the limits of construction and as shown on the plans. Contractor is responsible for removing and disposing of existing riprap within and adjacent to the creek channel. Contractor may re-use material found on site with written approval of Engineer.

Contractor shall not remove any trees, brush, shrubs, or other natural objects outside the limits of construction as shown on the plans, unless directed by the Engineer.

Any trees, brush, shrubs, or other natural objects not ordered removed by the Engineer which have been removed, altered, or damaged shall be replaced in kind by Contractor before completion of the project.

All unsuitable material shall be disposed of away from the site by Contractor. Contractor shall make all necessary arrangements for disposal of material. Dispose of all unsuitable material at an approved, off-site disposal location.

17-2.03 Construction: The area to be cleared and grubbed shall be the areas within the limits of grade within the right-of-way shown on the plans, unless otherwise specified in the Special Provisions. Clearing and grubbing within staging and stockpile locations is at the discretion of the Contractor

All stumps, large roots and other objectionable material shall be removed to a depth of 3 feet below finished grade in the area of construction. The resulting spaces shall be backfilled with material suitable for the planned use. Such suitable material shall be placed and compacted in layers as specified in Section 19-6 "Embankment Construction" of the Standard Specifications.

17-2.03B Remove Non-Native Vegetation: The natural ground surface shall be cleared of all vegetation including logs, upturned stumps, roots of down trees, brush, willow bushes/trees, grass and weeds. This includes removing all vegetation in areas where there is minimal, or no grading involved within the project limits, with the exception of the trees that are to be saved as shown on the Site Protection & Demo Plan sheets. Those areas include the channel, top of bank along both sides of the channel, between the trees, and all other areas within the project right of way.

16-1.04d Tree Removal: Trees to be removed are shown on the Site Protection & Demo Plan sheets. Contractor shall field verify size and amount prior to submitting a bid. Stumps shall be ground to a depth of 3 feet below finished grade. Any trees not ordered removed by the Engineer which have been removed, altered, or damaged shall be repaired or mitigated by the Contractor, before completion of the project, at the Contractor's expense, and no additional compensation will be made.

16-1.06 Payment: **Clearing and Grubbing** shall be paid for at the contract **lump sum** price for clearing and grubbing, which price shall include full compensation for furnishing all labor, materials tools and equipment, and doing all the work involved in clearing and grubbing as specified herein, and no additional allowance will be made therefor.

Remove Non-Native Vegetation shall be considered as paid for at the contract **lump sum** price, which price shall include full compensation for furnishing all labor, materials tools and equipment, and doing all the work involved in removing non-native vegetation as specified herein, and no additional allowance will be made therefor.

Tree Removal shall be considered as paid for at the contract **lump sum** price, which price shall include full compensation for furnishing all labor, materials tools and equipment, and doing all the work involved in removing trees including stump grinding as specified herein, and no additional allowance will be made therefor.

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19 EARTHWORK

19-1.01A Summary: Earthwork shall include excavation for trenching, embankments, backfilling and grading.

19-2.03A General: Excavation (F) shall also conform to the applicable provisions of Section 19 of the City Standards with the following modifications.

Excavation shall include, but not limited to, all excavation of the creek channel prism within the limits for creek channel construction, site preparation and grading, fill placement including backfilling holes, compaction, rough grading, and finish grading to the lines and grades shown on the Plans and other work as specified herein. The intent of the work is to establish creek banks at elevations suitable for appropriate flows, construct the new low-flow channel, creek channel features, pools, and terraces, and to reconstruct stable channel side slopes for installation of biotechnical bank protection structures, erosion control fabric and native plantings. Cross sections are shown on the Plans to illustrate the intent.

This work shall consist of performing all operations necessary to excavate all materials of whatever nature necessary for the reconstruction of the creek channel including the maintenance road and multi-use pathway, to excavate down to the finish grade elevations plus excavation for creek channel features, to place embankment to the finish grade elevations, and compact material or filter material for construction on creek banks, to prepare base material for the placement of other material thereon; all as shown on the Plans, as specified, and as directed by the Engineer.

Whenever reference to finish grade is made, it shall be considered to be the finished surface of graded channel embankments and the completed channel stabilization features as shown on the Plans.

Contractor shall note that there are trees near areas intended for excavation. Contractor's operation, including the size of equipment, shall be such, to ensure that existing trees to remain are not damaged.

Where tree roots are encountered during excavation, Contractor shall cut the roots off six inches below the planned subgrade. Each cut shall be clean with no torn bark or splintered wood remaining on the root and shall be accomplished by use of a saw appropriate for the size of the root to be cut.

The work area has had an environmental assessment and geotechnical investigation. Pertinent project information may be found in:

- Phase I Environmental Site Assessment, Colgan Creek Restoration Project, Santa Rosa, California, Brunsing Associates, Inc., April 25, 2011.
- Geotechnical Investigation and Environmental Assessment, Lower Colgan Creek Restoration Project, Santa Rosa, CA, Brunsing Associates, Inc., May 5, 2011

These reports are available for review on PlanetBids.

19-1.03B Grade Tolerance: When aggregate subbase or aggregate base are to be placed on the grading plane, the grading plane shall not vary more than 0.1' above or 0.1' below the grade established by the Engineer.

19-2.03C Surplus Material: Contractor shall be responsible for the removal and disposal of surplus materials at an approved, off-site disposal location. Contractor shall notify the City of the

disposal location before the start of construction. Surplus material, including removal of existing bituminous pavement and base materials will be paid for as Excavation (F).

Contractor shall comply with all disposal regulations, such as City, County, and/or State permits and licenses, as may be required.

Landfill availability is subject to change at any time and therefore may not be accepting soil spoils during construction. If an alternate landfill is needed, Contractor is responsible for all costs including testing, stock piling, transportation costs and soil disposal, regardless of distance from the project site and no additional compensation will be provided.

Prior to disposal of any excess material from the work site, submit to the Engineer written authorization for such disposal and entry permission signed by the approved disposal site. Contractor shall disclose in landfill applications the existing conditions and the written disposal and entry permission shall include acknowledgement of such disclosure.

Pre-construction soil sampling has not been performed. Contaminants could potentially be introduced because it is an active creek channel.

City has not obtained conditional letters of landfill acceptance nor will provide an approved fill site location. The use of City of Santa Rosa Pond 2 will not be allowed for disposal use. Contractor is responsible for providing a fill site. Contractor shall be aware of disposal limitations at landfills based on weather, time of year, soil demand needs, etc. The amount of soil disposal quantities generated will likely exceed the needs of most landfills.

Contractor shall be responsible for separating asphalt, concrete, base rock and other non-contaminated debris from the soil prior to loading the soil for transport to disposal sites. Dispose of asphalt, concrete, and base rock at a recycler of these materials as specified in Section 124 of these Special Provisions.

19-2.04 Payment: Excavation (F) shall be a **final pay quantity (F)** paid for at the contract price per **cubic yard**, which price shall include full compensation for all work as specified herein and no additional allowance will be made therefor.

Soil Disposal shall be a **final pay quantity (F)** paid for at the contract price per **cubic yard**, which price shall include all handling and disposal of excavated material including, but not limited to testing, stock piling, loading, transportation costs, soil disposal fees, permitting fees and providing all necessary equipment, materials and labor to dispose of soil as specified herein, and no additional compensation will be made therefor.

19-5 Compaction

19-5.03B Relative Compaction: Relative compaction of not less than 95 percent shall be obtained for a minimum depth of 0.5-foot below the grading plane for the full width of the planned pavement structural section, whether in excavation or embankment.

Relative compaction of not less than 95 percent shall be obtained for embankment under bridge and retaining wall footings without pile foundations within the limits established by inclined planes sloping 1.5:1 out and down from lines one foot outside the bottom edges of the footing.

Relative compaction of not less than 90 percent shall be obtained for all other fill areas, including around log structures.

19-5.03C Payment: Full compensation for achieving required compaction shall be considered as included in the prices paid for **Excavation** and no additional compensation will be allowed therefor.

19-10.02 Materials: Subgrade enhancement geotextile (aka soil stabilization fabric) shall be installed per manufacturer's recommendations and shall meet or exceed the following specifications:

Grab Tensile Strength (ASTM D4632)	290 lb.
Mullin Burst Strength (ASTM D3786)	500 psi
Trapezoid Tearing Strength (ASTM D4533)	113 lb.
Modulus (Load at 10% Elongation) (ASTM D4632)	120 lb.
Apparent Opening Size (ASTM D4751)	40-70 sieve
Permittivity (ASTM D4491)	0.05 sec ⁻¹

Soil stabilization fabric shall be Mirafi 600-X, GeoTex 315ST, Carthage Mills FX-66, TerraTex HD, or approved equivalent.

Prior to placement of soil stabilization fabric, Contractor shall remove all loose dirt left from excavation operations.

Soil stabilization fabric shall be placed over the entire subgrade area. The soil stabilization fabric shall be held in place with wooden stakes driven through the fabric into the subgrade at the beginning and the end of the fabric and at 50-foot intervals. A minimum of three stakes shall be placed across the width of the fabric roll at each interval. The stakes shall be a minimum length of 8-inches and shall be driven at an angle opposite to the direction of pull exerted on the fabric by the paving machine.

19-10.04 Payment: **Soil Stabilization Fabric** shall be paid for at the contract price per **square foot** as measured in the field, not including overlap. Payment shall include full compensation for doing all work involved in placing the fabric including root pruning labor, materials, tools and equipment, and no additional allowance will be made therefor.

21 EROSION CONTROL

21-1.02O Rolled Erosion Control: This element of work consists of furnishing and installation of Erosion Control Fabric on areas shown on the Plans. Hydroseed shall be applied under Erosion Control Fabric.

21-1.02O(4) Erosion Control Fabric:

Materials

Biodegradable Erosion Control Fabric

1. Woven biodegradable coir twine top net, weighing 700 grams per square meter
2. No plastic reinforcing for the Erosion Control Fabric shall be allowed.
3. Substitutions shall be submitted to the Engineer for approval, and samples and manufacturer's specifications shall be provided.

Site Preparation

Proper site preparation is essential to ensure complete contact of the Erosion Control Fabric with the soil. All grading and shaping of bank slope areas shall be paid for under Excavation (F). Remove all rocks, clods, vegetative or other obstructions so that the installed fabric, or mats shall have direct contact with the soil (no bridging). Hydro-seeding of slopes prior to fabric installation is a separate work item to be performed as part of Section 14.33 of these specifications. Hydro-seeding shall be performed before erosion control fabric installation using procedures described below.

Anchoring

Wedge-shaped wooden stakes shall be used to anchor mats to the ground surface. All anchors shall be wedge-shaped, 18 inches long, with a point on one end and a top surface area of 1-1/2" x 1-1/2" minimum. Stakes shall be hammered sufficiently into the ground to resist pullout or loosening.

Installation

Erosion Control Fabric shall be installed in strips running down the slope, perpendicular to the direction of creek flow in the channel and overlapped in the downstream direction by 1 foot. The bottom edge of each layer shall be anchored in a 1-foot deep, 2-foot wide trench excavated below the toe of slope. The fabric shall be secured according to the Plan details. The top edge of each strip of fabric shall be extended 4 feet laterally from the top of bank, where possible, and anchored in a 1-foot deep by 2-foot wide trench to be excavated at the top of the slope, as shown in the Plan details. This trench shall be backfilled with soil and compacted to make a smooth surface. The soil backfilled into the trenches shall be sufficiently compacted with vibratory equipment or other approved compaction method. Heavy equipment such as an excavator fitted with compaction equipment may be used to compact trenches located at the top and toe of slopes.

Erosion Control Fabric shall be measured by the square foot of visible installed fabric, not including any overlap, as determined by the dimensions shown on the Plans or as specified in writing by the Engineer.

21-1.02P Straw Wattles: This element of work consists of furnishing and installation of Straw Wattles for erosion control as shown on the Plans. Hydroseed shall occur after Straw Wattle installation.

Materials

Certified weed-free rice straw, wrapped in jute netting or burlap, 100 percent bio-degradable with approximate dimensions 9-inch diameter by 25 feet long.

Site Preparation

Proper site preparation is essential to ensure complete contact of the Erosion Control Fabric with the soil. All Grading and shaping of bank slope areas shall be paid for under Excavation (F). Remove all rocks, clods, vegetative or other obstructions so that the installed fabric, or mats shall have direct contact with the soil (no bridging). Hydro-seeding of slopes prior to fabric installation is a separate work item to be performed as part of Section 14.33 of these specifications.

Installation

Straw Wattles shall be installed prior to hydroseeding in contiguous rows on contour, perpendicular to the direction of surface runoff flow. Overlap butting ends minimum 18 inches. Install wood stakes on either side as shown in plans and secure straw wattles using 100 percent biodegradable rope. Turn terminal ends of wattles upslope for a distance of 5 feet. In areas with continuous wattles longer than 200 feet, turn one end upslope of 5 feet every 100 linear feet.

21-1.03A General: Hydroseeding work shall comply with Section 21, "Erosion Control," of the Standard Specifications except as specified in these Special Provisions.

21-1.03E Hydroseeding: Hydroseeding is defined as the simultaneous application of seed, fertilizer and fiber in a slurry.

All areas denuded during construction, under Erosion Control Fabric, and where specified on the Plans shall be hydroseeded with the specified type of Hydroseeding and seed mixes provided by the City, as shown below. Hydroseeding shall be performed before installation of Erosion Control Fabric and within 5 working days of the Engineer's notification to perform the work. Up to three separate seed mixes will be applied in discreet zones based on elevation above the creek thalweg. All seed for hydroseeding will be provided by the City.

Rainforest Rising, a local non-profit, is a partner on this project. They will be installing additional pollinator and milkweed seed by hand in approximately 2 acres of the project area. Portions of their seed installation work may occur both immediately before and after the hydroseeding application. The Contractor shall coordinate with Rainforest Rising to communicate hydroseed timing and allow site access with prior notice.

All areas to be hydroseeded above top of bank to be ripped in two directions (cross-ripped) to a depth of 8" and track walked with low ground pressure equipment (less than 10 PSI), unless otherwise noted.

For all areas below the top of bank and prior to hydroseeding, the soil shall be amended as specified in the table below. All amendments shall be mechanically tilled into the soil to a depth of at least 6 inches. The seeding area shall be track walked with low ground pressure equipment (less than 10 PSI) prior to seeding, except as described below. No implement shall be used that will create an excessive amount of downward movement of soil or clods on sloping areas. The seeding area shall be cleared of all organic material, debris, and rocks 6" or greater in diameter. Hydroseeding shall not begin until the Engineer has inspected and approved the seedbeds.

Amendments per 1,000 Square Feet	
<u>Amendment</u>	<u>Amount</u>
Down to Earth Cottonseed Meal*	30 pounds
Compost**	3 cubic yards
Gypsum	20 pounds
Azomite	3 pounds

After amendments are tilled in, but before the site is track walked, 30 lbs/acre of ReGreen™ sterile wheat hybrid or approved equivalent should be installed. The ReGreen should then be track walked into the soil before the hydroseed is applied.

Nurse Crop Application per Acre	
Seed Type	Amount
ReGreen™ sterile wheat or approved equivalent	30 pounds

All equipment shall be cleaned and free of all seed, soil or other residue prior to arrival at the job site. All slurry preparation and mixing shall be performed at the job site. All ingredients shall be added to the tank simultaneously so that the finished load is a homogenous mix of the specified ingredients. Seed shall be added last and discharged within 2 hours. Loads held over 2 hours shall be recharged with ½ the seed rate before application. Once fully loaded, the complete slurry shall be agitated for 3-5 minutes to allow for uniform mixing.

For all areas to be hydroseeded:

1. Apply specified slurry in a sweeping motion to form a uniform application and form a mat.
2. Successive applications or passes may be needed to achieve the required proportion rate.
3. Apply during dry weather or at least 24 hours before predicted rain.
4. Protection: Contractor is to stay off treated areas.
5. Unused Loads: If mixture remains in tank for more than 8 hours it shall be removed from the job site at Contractor's expense.
6. Reseeding: After "Final Acceptance", reseeding shall be done at the request of the Engineer and shall be considered extra.

Do not apply hydraulic mulch if:

1. Water is standing on or moving across the soil surface
2. Soil is frozen
3. Air temperature is below 40 °F during the tackifier curing period unless allowed by the tackifier manufacturer and the approved by the Engineer

Do not over-spray erosion control materials onto the maintenance road, multi-use pathway, fencing, trees or culverts.

Hydroseeding Work Clean-up:

1. General: Erosion control work areas shall be maintained in a neat and orderly condition. Keep paved areas free of soil.
2. Overspray: Installing Contractor is responsible for washing or otherwise cleaning excess material off all areas not intended to receive treatment.

Submittals

Submit for approval by the Engineer a Certificate of Compliance as specified in Section 6-1.07, "Certificates of Compliance" of the Standard Specifications for:

1. Humate
2. Soil Inoculant
3. Hydromulch
4. Fertilizers

Quality Control and Assurance

1. Contractor shall complete full sequence of operations including applying soil amendments, tilling and mixing and applying hydroseed, for a 500 square foot area under supervision of Engineer prior to starting work.
2. Retain and submit records of erosion control materials and applications including:
 5. Records showing quantities for all products delivered to the site
 6. Proof of compliance with specified rates
 7. Application area
 8. Application time
 9. Quantity
3. Ensure that any hydroseeded areas that have been disturbed have hydroseed reapplied before demobilizing from site.

Humate

Humate shall be OMRI listed and contain at least 40 % Humic Acid. It shall be a natural granular humic acid based material that functions as an organic chelator and microbial stimulator.

Humate Soil Conditioner

Humic Acids (from Leonardite)	40 .00 %
Organic matter	40 .00 % - 50.00%
Carbon	50.00 % - 60.00%
Nitrogen	0.05 % - 1%
Phosphoric Acid	0.07 %
Potash	0.13 %
Sulfur	0.21 %
Magnesium	0.18 %
Calcium	0.32 %
pH	4.0
Soluble Salts	1.8

Soil Inoculant

Endo (arbuscular) mycorrhizal inoculum shall be registered by the California Department of Food and Agriculture and consist of spores, mycelium, and mycorrhizal root fragments in a solid carrier suitable for handling by hydro-seeding equipment. The carrier shall be the material in which the inoculum was originally produced, and may include organic materials, vermiculite, perlite, calcined clay, or other approved materials consistent with mechanical application and with good plant growth.

Each endomycorrhizal inoculum shall carry a supplier's guarantee of 36,000 propagules minimum per pound. The minimum propagule count shall be shown on each label provided. If more than one fungal species is claimed by the supplier, the label shall include a guarantee for each species of mycorrhizal fungus claimed.

Hydromulch

For all surfaces the Contractor shall use Hydrostraw HE Bonded Fiber Matrix or approved equal. The Contractor shall follow the manufactures recommendations regarding content and application, modified with the seed mix, humate, soil inoculant, organic fertilizer, and step application outlined in this specification. The area to be hydroseeded shall as shown on the Plans.

Organic Fertilizer

To be used in the slurry, shall be of commercial quality, conform to the requirements of the California Food and Agriculture Code, shall have a guaranteed analysis as described in the fertilizer table below. Products specified as slow-release shall have been tested and demonstrate a nearly linear release curve. Fertilizer shall be a pelleted or granular form and shall be one of the following products:

Fertilizer		
Products	Guaranteed Chemical Analysis (N-P-K) (%)	Company
Biosol Mix® - Granular	7-2-1	Rocky Mountains Bioproducts Edwards, CO
Fertil-Fibers™	6-4-1	Quattro Environmental Coronado, CA
Sustane®	5-2-4	Natural Fertilizer of America Cannon Falls, MN
Approved Equal*	(N) 5 to 7 (P) 2 to 10 (K) 1 to 5	_____

*Approved equal shall be within the ranges shown for N-P-K. The cumulative N release rate shall be no more than 70 percent the first 70 days after incubation (86° F) with 100 percent at 350 days or more.

Seed

Three separate seed mixes will be provided by the City.

Application

The slurry shall be applied in a two-step application process in the proportions indicated in the tables below, in a manner that is non-erosive and minimizes runoff. Spray from multiple directions to provide complete soil cover and eliminate shadowing and then cover with Erosion Control Fabric where shown in the Plans.

Step 1:

Application Rate (Lbs. per acre)	Material
52	Seed Mix (provided by City)
1500	Hydromulch
1200	Organic Fertilizer
400	Humate
60	Soil Inoculant

Step 2:

Application Rate (Lbs per acre)	Material
2500	Hydromulch

Hydroseed Warranty

Contractor is responsible for maintaining adequate soil moisture for seedling germination and growth, which may involve watering with a water truck or portable sprinklers. Hydroseeded areas shall be inspected 30 days after the first rain (3/4" or more in a 24-hour period) or as requested by the Engineer. All areas not showing growth or showing a loss of cover shall be reseeded by the Contractor at their expense. The hydroseeding shall be re-inspected as soon as possible after March 1 of the following year to determine the success of the seeding. All areas with less than 80 percent germination as determined by the Engineer shall be reseeded by the Contractor as soon as it is practical, at no additional cost to the City.

21-1.04 Payment: **Erosion Control Fabric** shall be paid for at the contract price per **square foot** of erosion control fabric. The price shall include full compensation for furnishing and installing erosion control fabric, including all labor, materials, tools, equipment, and incidentals (such as overlap, stakes and trenching) and for doing all work involved in installing erosion control fabric as shown on the Plans, as specified herein, and as directed by the Engineer. Payment will be made for actual surface area placed in the field, not including any overlap or trenching.

Straw Wattles shall be paid for at the contract price per **linear foot**. The price shall include full compensation for furnishing and installing wattles, including all labor, materials, tools, equipment, and incidentals (such as overlap, stakes and trenching) and for doing all work involved in installing straw wattles as shown on the Plans, as specified herein, and as directed by the Engineer. Payment will be made for actual linear footage placed in the field, not including any overlap.

Hydroseeding shall be considered as paid for at the contract **square foot** price, which price shall include full compensation for furnishing all labor, materials tools and equipment, and doing all the work involved in Hydroseeding as specified herein including reapplying hydroseed to areas damaged by contractor and areas that do not meet germination and cover requirements, and no additional allowance will be made therefor.

(STD2010)

26 AGGREGATE BASE

26-1.01 General

26-1.01A Summary:

Aggregate Base: Aggregate Base shall be Class 2 conforming to and placed in accordance with the requirements of Section 26 of the City Specifications.

Recycled material cannot be used below the designed structural section within the roadway and never for structural fill outside of the roadway structural section.

Compacting shall commence immediately after spreading of the damp material and before the material has dried sufficiently to allow separation between the fine and coarse particles.

Blue Shale: Blue Shale shall be per current Sonoma County approved gradation for rural roadways.

26-1.02 Materials

26-1.02B Class 2 Aggregate Base: The minimum sand equivalent shall be 31 for any individual test, $\frac{3}{4}$ inch maximum, in conformance with State of California, Department of Transportation, Standard Specifications (2018) 26-1.02B.

26-1.03 Construction

26-1.03E Compacting: The surface of the finished aggregate base and blue shale shall be firm and unyielding. Any visible movement vertically or horizontally of the aggregate base under the action of construction equipment or other maximum legal axle loads shall be considered as evidence that the aggregate base does not meet this requirement. Any rutting caused by construction equipment shall be repaired at the Contractor's expense. See plans for compaction requirements.

26-1.04 Payment: Class 2 Aggregate Base (F) shall be a **final pay quantity** paid for at the contract price per **cubic yard**, which price shall include all compensation for furnishing all labor, materials, tools and equipment and doing all the work involved in furnishing and placing the base material as specified, including furnishing, hauling and applying water as specified and directed by the Engineer.

Blue Shale (F) shall be a **final pay quantity** paid for at the contract price per **cubic yard**, which price shall include all compensation for furnishing all labor, materials, tools and equipment and doing all the work involved in furnishing and placing the base material as specified, including furnishing, hauling and applying water as specified and directed by the Engineer.

[Version: 08/09/23 CDA STD2018]

40 CONCRETE PAVEMENT

40-1.01A Summary: Portland cement concrete (PCC) pavement to be used for the multi-use pathway, pedestrian bridge decking and bridge approaches and sidewalk shall be constructed in accordance with City of Santa Rosa Street Design and Construction Standards, the details shown on the plans, these Special Provisions, and as directed by the Engineer.

All PCC pavement shall be constructed of 6.5 sack "Type II Modified" concrete, containing not less than 611 pounds of Portland cement per cubic yard, and conforming to the provisions in Section 90 of the Standard Specifications. Traffic shall not be allowed on new PCC pavement until the PCC has attained a minimum compressive strength of 3,500 pounds per square inch (psi). Track-mounted construction equipment shall not be allowed on the new PCC pavement at any time.

All concrete to be removed shall be disposed of by Contractor away from the site of work at an approved off-site disposal location. All concrete shall become Contractor's property and shall be immediately off-hauled. None of the removed concrete shall be dumped or stockpiled on the work site. Contractor shall dispose of all removed concrete at a recycler for this material. Contractor attention is directed to Section 124, Material Recycling, of these Special Provisions.

For each concrete paving phase, Contractor shall provide:

1. Schedule showing excavation, paving and curing dates
2. Requested location for survey staking of reference points
3. PCC plant supplying mix including aggregate source
4. Disposal site for spoils
5. Type of trucks and equipment to be used
6. Haul routes through adjacent residential streets
7. Staging locations
8. Sequencing

40-1.01C Submittals: At least one week prior to the placement of the concrete, contractor shall submit for review and approval, a calibration chart for the mix design strength versus concrete temperature and a copy of the mix design proportions and proposed admixture(s) together with all supporting technical data. Submittal must be reviewed and approved by the City of Santa Rosa Material Lab before concrete can be poured.

40-1.01C(7) Pigment: A colored pigment designed for the integral coloring of concrete shall be added to the concrete mix for PCC to match the color of the existing concrete pavement. The pigment shall contain pure concentrated mineral pigments specifically processed for mixing into concrete and complying with ASTM C979. The colored pigment shall be manufactured by Davis Colors, or an approved equal. The specific color to be used and the pigment dosage rate to be added to the mix shall be approved by the Engineer based on field poured test panels provided by Contractor. Contractor shall provide 1 to 2 lbs./cu. yd. of Davis color 880 (Pewter) added to the concrete mix to color new concrete.

40-1.01C(13) Grade Tolerance: The aggregate base to receive PCC, immediately prior to placing, shall conform to the compaction and elevation tolerances specified, and shall be free of loose or extraneous material. Aggregate base shall be uniformly moist, and any excess water standing in pools or flowing on the surface shall be removed prior to placing concrete.

40-1.03B Contraction Joints: Joints shall be constructed in accordance with the details shown on the Plans. Contraction joints shall be formed with hand-tools. Keyed longitudinal construction joints shall be used between centerline lanes. A keyed joint shall be formed in the slab edge by attaching a metal or wooden key, of the dimensions shown on the Project Plan details, to the side form. The keyway should be located at mid-depth of the slab to provide maximum strength. If wooden keyway forms are used, they shall be maintained in good condition and well-oiled before

each use. A keyed construction joint should be used at the end of each workday at the location of a transverse contraction joint.

40-1.03F Placing Concrete: Concrete pavement shall be spread, screeded, shaped, slip formed, and/or consolidated by one or more self-propelled machines. These machines shall perform in a manner so that the completed pavement conforms to the required cross section with a minimum amount of handwork. The use of a pumper truck shall be required due to limited access.

Forms shall be of materials capable of resisting deformation during edge compaction and to maintain grade, be clean and free of debris, rust, and hardened concrete and shall be moistened with water immediately before placing concrete.

Pavement smoothness requirements specified in Section 40-1.01D(8)(c) shall not apply to the pavement surface unless otherwise specified. When a straightedge 12-feet-long is laid on the finished surface and parallel with the centerline, the concrete surface shall not vary more than 0.01-foot from the lower edge of the straightedge. The transverse slope of the finished surface shall be uniform to a degree such that no depressions greater than 0.02-foot are present when tested with a straightedge 12-feet-long laid in a direction transverse to the centerline and extending from edge to edge of a 12-foot lane.

Immediately in advance of placing concrete, and after all aggregate base operations are completed, side forms shall be trued and maintained to the required line and grade for a distance sufficient to prevent delay in placing concrete.

40-1.03H(3) Final Finishing: In advance of curing operations, the pavement surface shall be finished to grade and cross section with a float, and troweled smooth. Concrete adjacent to the joints and lip of gutter shall be finished with an edger tool.

Surfaces shall be broom finished transversely to the line of traffic. If water is necessary, the water shall be applied immediately in advance of brooming.

Fixed forms shall not be removed in less than 12 hours after the finishing has been completed.

40-1.03I Curing: The PCC shall be cured using the same methods used during implementation of Section 40-1.01C(7) of these Special Provisions.

Contractor shall use a pre-approved concrete admixture to obtain the necessary strength within the specified timeframe.

Concrete that is uncured at the end of the workday shall be protected in a manner approved by the Engineer, this may require trench plates.

40-1.03P Operational Constraint: Contractor shall complete each concrete installation location such that the concrete reaches 3,500 psi within 3 days (72 hours).

If the repair is not progressing at a rate that permits the restoration of traffic within the specified time period, Contractor shall take appropriate temporary measures, acceptable to the Engineer, to open the road to traffic. These temporary measures shall be at Contractor's expense.

40-1.03Q Measurement: Quantities of PCC Pavement and Pavement Repair to be paid for will be the area of the completed work in place, measured by the square foot.

40-1.04 Payment: PCC Pavement shall be paid for at the contract price paid per **square foot**.

The estimated quantity of PCC Pavement is for bidding purposes only. This quantity may be increased or decreased based on field condition evaluation by the Engineer, and no adjustment in the contract bid price or other contract items will be made therefor. The provisions of Section 4-1.03(B), "Increased or Decreased Quantities", of the Standard Specifications, shall not apply.

51 CONCRETE STRUCTURES

51-7.01A General: Minor concrete structures are pipe headwalls, end walls, drainage inlets, junction boxes, and manholes. Concrete shall be cured in accordance with Section 90-1.03B of the Standard Specifications.

Minor Concrete shall conform to the provisions of Section 90-2 of the Standard Specifications.

Placing of concrete under water shall not be permitted.

51-7.01C Submittals: Contractor shall submit shop drawings of all new structures for review and approval by Engineer prior to installation.

51-7.01D Payment: **Junction Box** shall be paid for at the contract price **each** for the type of structure indicated on the plans. Metal frames and covers or frames and grates are included in the payment for Minor Structures.

[Version: 07/02/19 CDA STD2018]

57 PEDESTRIAN BRIDGE

57-1.01 General: Supply and install a single span pedestrian bridge in the location shown in the Plans that conforms with all local, state, and federal laws and regulations. Work includes design, obtaining applicable permits, and installation of bridge, abutments, and concrete decking.

Each bidder is required to identify their intended bridge supplier as part of the bid submittal. Qualified suppliers must have at least five years of experience fabricating these types of structures.

The contractor must provide the following documentation, for any proposed bridge supplier:

1. Product Literature
2. All documentation to ensure proposed bridges will be in compliance with these specifications. This shall include:
 - a. Representative design calculations
 - b. Representative drawings
 - c. Splicing and erection procedures
 - d. Warranty information
 - e. Inspection and Maintenance procedures
 - f. AISC Shop Certification
 - g. Welder Qualifications
3. Proposed suppliers must have at least five (5) years' experience designing and fabricating these types of structures and a minimum of five (5) successful bridge projects of similar construction, each of which has been in service at least three (3) years. List the location, bridge size, owner, and a contact for reference for each project.

The Engineer will evaluate and verify the accuracy of the submittal prior to acceptance. If the Engineer determines that the qualifying criteria have not been met, the contractor's proposed supplier shall be rejected. The Engineer's ruling shall be final.

57-1.02 Materials: Bridge Abutments: Concrete structures suitable for supporting the bridge and maximum load. Contractor shall supply the design, stamped by a California licensed structural engineer.

Pedestrian Bridge: Steel framed pedestrian bridge with pedestrian guardrails, 10 feet wide inside of hand rails and 155 feet long with a single span set on concrete abutments, with weathered steel finish, Pratt truss configuration and horizontal steel railing. Live load of 90 pounds per square foot, with a corrugated galvanized decking with concrete tread. Low chord of bridge must be set at an elevation above the 100-yr water surface elevation shown on plans. Contractor shall ensure bridge and approaches are accessible according to the Americans with Disabilities Act.

57-1.03 Dimensions

57-1.03A Width

The inside clear width of the bridge shall be 10' - 0"

57-1.03B Span

The span of the bridge shall be as indicated on the plan (straight line dimension) and shall be as measured from each end of the bridge structure.

57-1.03C Camber

The bridge shall be cambered 9-5/16" vertically above the top of the approach slab.

57-1.03D Elevation Difference

The bridge abutment caps shall be constructed at the same elevation on both ends of the bridge, except as noted otherwise on the plans. Structural design and construction of bridge shall take elevation differentials into consideration.

57-1.04 Design

57-1.04A General

Open truss bridges shall be designed by a professional engineer experienced in pony truss bridge design and unbraced top chord stability criteria. Concrete abutment caps shall be designed/constructed as shown on the approved plan set designed by the professional engineer of record.

In addition to normal dead loads, the bridge shall be designed for the following:

57-1.04B Uniform Live Load

The bridge shall be designed for a uniform live load for pedestrian traffic no less than 90 pounds per square foot area (psf).

57-1.04C Wind Load

The bridge shall be designed for a minimum wind load derived from the formulas presented in the currently adopted version of the California Building Code or superseding design code.

57-1.04D Design Criteria

The design of the bridge shall be in accordance with the latest adopted versions of "American Institute of Steel Construction – Steel Construction Manual" and applicable governing literatures.

57-1.04E Seismic

The bridge shall be designed for seismic forces and load effect based on the currently adopted version of the California Building Code or superseding design code.

57-1.04F Temperature

The bridge shall be designed to accommodate a temperature differential of 120 degrees Fahrenheit. Slip pads of UHMW polyethylene shall be placed between the smooth surface of this setting plate and the smooth bearing plate of the bridge. At least 1" clearance shall be provided between the bridge and concrete abutments.

57-1.04G Deflection

The vertical deflection of the bridge due to pedestrian live load shall not exceed 1/500 of the span length. The maximum deflection due to vehicular loads shall not exceed 1/800 of the span length.

For pedestrian comfort, the minimum load used for the deflection check shall be a minimum of 500 pounds per lineal foot of bridge.

The horizontal deflection due to lateral wind load shall not exceed 1/500 of the span length.

57-1.05 Materials

All structural members shall have a minimum thickness of material of at least 3/16".

Unpainted Weathering Steel bridges shall be fabricated from ASTM A242 or ASTM A588 steel for plates and structural shapes and ASTM A606 or ASTM A847 for tubular sections. Minimum yield (Fy) shall be greater than 50,000 psi.

Field splices shall be bolted with High Strength ASTM A 325 bolts; type 3 bolts are required for weathering steel bridges.

Welding materials, backing, and personnel shall be in strict accordance with the American Institute of Steel Construction 360 (AISC360) Chapter N5.

57-1.06 Fabrication

Bridge fabricator shall be certified by the American Institute of Steel Construction to have the personnel, organization, experience, capability, and commitment to produce fabricated structural steel for Conventional Steel Structures and Simple Steel Bridge Structures with Sophisticated Paint Endorsement as set forth in the AISC Certification Program.

Workmanship, fabrication, and shop connections shall be in accordance with American Association of State Highway and Transportation Officials Specifications (AASHTO).

Welding operators shall be properly accredited experienced operators, each of whom shall submit satisfactory evidence of experience and skill in welding structural steel with the kind of welding to be used in the work, and who have demonstrated the ability to make uniform good welds meeting the size and type of weld required.

All welding shall utilize E70XX low hydrogen electrodes for Shielded Manual Arc Welding (SMAW) and E7XT-X (except -2, -3, -10, and -GS) electrodes for Flux Core Arc Welding (FCAW) [AWS A5.20].

The connection of bridge end post to top chord should be a mitered joint with the exposed welds ground smooth.

57-1.07 Railing and Accessories

All railings shall have a smooth inside surface with no protrusions or depressions.

All ends of angles and tubes shall be closed and ground smooth.

Safety Rails: Horizontal safety rails shall be placed on the structure to a height of 3'-6" above the deck surface. Safety rails shall be placed so as to prevent a 4" sphere from passing through the truss. Safety rails shall be angle-shaped, round, square or rectangular tubing welded to the inside or outside of the structure at the bridge fabricators option. Tubular safety rails shall have their ends capped and ground smooth so as to produce no sharp edges.

57-1.09 Finishes

All boldly exposed surfaces of weathering steel bridges shall be sand blasted in accordance with the Steel Structures Painting Council (SSPC) Surface Preparation Specification No. 6 "Commercial Blast Cleaning".

Manufacturer shall place tag on each bridge entrance with design loads, project name, and an identifying number.

57-1.10 Submittals: The following shall be submitted to the Engineer for approval:

Bridge Abutments: Bridge abutment design and supporting calculations, stamped by a California licensed structural engineer. Geotechnical report is available to download from PlanetBids.

Pedestrian Bridge: Bridge design and supporting calculations, stamped by a California licensed structural engineer. City must approve the bridge design.

Construction Permit: Contractor shall obtain all applicable building permits required for construction of the bridge and abutments.

57-1.11 Construction: Bridge Abutments: Contractor shall construct bridge abutments according to the stamped design, suitable for installing the bridge at the specified elevations and locations shown in the Plans.

Pedestrian Bridge: Pedestrian Bridge shall be delivered to the site and placed at the elevations and location shown in the Plans. Contractor shall install concrete decking after the bridge has been placed. Bridge approaches and thresholds shall be ADA compliant, as shown in the Plans.

51-7.12 Payment: **Bridge Abutments** shall be paid for at the contract price **each**, and **Pedestrian Bridge Design, Delivery, Installation and Decking** shall be paid for at the contract **lump sum** price, which price shall include all compensation for furnishing all labor, materials, tools and equipment and doing all the work involved in furnishing, constructing and placing the abutments, decking and pedestrian bridge as specified and directed by the Engineer.

70 CORRUGATED METAL PIPE DRAINAGE FACILITIES

70-2.01 Description: Corrugated Metal Pipe and Flap Gates shall be constructed in accordance with the applicable sections of the City Standards, Standard Specifications, the details shown on the plans, and these Special Provisions.

70-2.02 Materials: Corrugated Metal Pipe shall be per the applicable sections of the City Standards. Flap Gates shall be Westatlantic Tech Corp HDPE type WA-PTK-BAS or approved alternate.

70-2.03 Construction: Corrugated Metal Pipe shall be constructed in accordance with the applicable sections of the City Standards, Sections 19-3 and 70-2 of the Standard Specifications, the details shown on the Plans, and these Special Provisions. Contractor shall submit shop drawings for pipe to pipe connections, pipe to junction box connections and pipe to drain inlet connections for review and approval by Engineer prior to installation.

Corrugated Metal Pipe and Outfall Rock shall be constructed in accordance with City Standard 407 and as shown in the Plans.

Flap Gates shall be installed in accordance with the manufacturer's specifications at the locations shown in the Plans.

70-2.04 Payment: **CMP Storm Drain Pipe** shall be paid for at the contract price per **linear foot** of 18-inch and 24-inch as indicated on the plans, which price shall include all compensation for furnishing all labor, materials, tools and equipment and doing all the work involved as specified herein, including furnishing and placing loose rock rip-rap, trench backfill, corrugated metal pipe and as directed by the Engineer.

Excavation for CMP Storm Drain Pipe shall be considered as paid for in the contract cubic yard price paid for Excavation, a final pay quantity, and no additional compensation will be made.

Flap Gates shall be paid for at the contract price **each**, which price shall include full compensation for furnishing all labor, materials tools and equipment, and doing all the work involved as specified herein, and no additional allowance will be made therefor.

72 SLOPE PROTECTION

72-1.01 Description: Attention is directed to Section 19, "Earthwork" of these Special Provisions.

Structures shall be constructed using the materials designated and to the dimensions, elevations, and tolerances indicated on the Plans. All rock placement, except Basking Rock Structures, shall be reasonably homogeneous with larger rocks uniformly distributed and firmly in contact with one another and smaller rocks filling voids between larger rocks. Rocks and logs shall be placed by equipment suitable for handling material of the sizes required. Hand or manual labor shall be used to place smaller rocks within the voids of the larger rocks to seal all gaps larger than 1" and for constructing Fabric Reinforced Earth Fills. No placed rock or logs shall exhibit movement when walked upon. If necessary, iron bars and other methods such as manually manipulating the rock shall be used to ensure a solid mass of interlocking rock is constructed.

72-2.01a Log Structures

GENERAL

This work item involves furnishing and installing Double Log Structures, Triple Log Structures and Multi Log Structures as described in the Construction Drawings. These structures are intended to provide bank stability, flow constriction, and channel complexity and are utilized in a variety of locations throughout the project. Locations may be adjusted in the field by the Engineer.

DESCRIPTION OF WORK

This scope of work includes purchase, delivery, site preparation, and placement of Log Structures including all materials, excavation, fill, compaction, rock placement, and anchoring required to install the features at the elevations and locations shown on the Plans and as directed by the Engineer.

MATERIALS

- 1) Structure Logs and Rootwads:
 - a. Shall be Douglas Fir, Redwood, or other species to be approved by the Engineer.
 - b. No logs with visible cracks, checks, large knots, moldy, or decomposed wood shall be accepted.
 - c. Logs shall have been harvested within 1 year prior to placement, except as detailed below, and shall have smooth cut ends.
 - d. Log diameters shown are measured from inside of bark at the large end of the log.
 - e. Lengths shown are measured from end-of-log to end-of-log or to inflection point where rootwad begins to taper.
 - f. Rootwad diameters shall be measured at diameter at breast height (dbh).
- 2) Vertical Log Anchors:
 - a. Shall be Douglas Fir or Redwood, meeting the same requirements for structure logs and rootwads.
 - b. Vertical log anchors shall be straight, with no knots greater than $\frac{1}{4}$ the diameter of the log.
 - c. The small end of the log shall be cut to a point to allow penetration into the substrate.
 - d. All vertical log anchors shall be embedded at least 15 feet into the substrate. Contractor shall determine the length needed for each vertical log anchor based on the embedment requirement and structure log required elevations.

- 3) Boulder Anchors:
 - a. Rocks used for Anchor Boulders shall conform to the provisions of Section 72, "Slope Protection" of the Standard Specifications and these specifications.
 - b. All of the rocks imported to the site shall be natural rock that is unweathered, hard, resistant to water action, and of a suitable quality to ensure permanence in the climate in which they are to be used. They shall be reasonably well graded and shall range in size as shown on the Plans.
 - c. Material Size:

Boulder Anchors

Percentage	Rock Size*
100%	Class IX (2-ton)

* Caltrans Class (Nominal Median Particle Weight)

- 4) Anchoring Materials:
 - a. Threaded Rod shall be 1 inch in diameter, size 8 threads, made of mild steel and have no coatings.
 - b. Washer shall be ¼" x 4" diameter round plate washer made of mild steel and have no coatings.
 - c. Nuts shall be 1 inch in diameter, size 8 threads, made of mild steel and have no coatings.
- 5) Epoxy shall be of type Simpson Set-XP or approved equivalent.

SUBMITTALS

Submit the following to the Engineer for approval:

- 1) Logs, Rootwads and Vertical Log Anchors: submit proposed log source, samples and/or photographs.
- 2) Anchor Boulders: prior to commencement of the contract, the Contractor shall locate potential sources of rock. Local sources of rock are preferred. Samples or documentation of rock color and durability shall be submitted to the Engineer to determine whether the rock meets the requirements as set forth in these Specifications. The Contractor shall be responsible for obtaining, from the rock supplier, a certification that the rock meets California Department of Transportation Durability Specifications for rock riprap.
- 3) Threaded Rod, Washers and Nuts: submit product data sheets or physical samples.
- 4) Epoxy: submit product data sheets or physical samples.

INSTALLATION

Log Structure installation shall be conducted as directed in the field by the Engineer. Below is a general procedure for installation.

- 1) After rough grading to the finish grades and lines shown on the plans excavate trench into bank for placement of structure logs and rootwads where specified.
- 2) The trench shall be of sufficient width so that the final installation elevations match the elevations on the Plans.
- 3) Excavate areas for anchor boulders and place boulders so that the final elevations shown on the plans are attained.
- 4) For log to rock connections, drill into rock minimum distance as shown in the Plans and apply epoxy into hole so that when the rebar is installed, the entire length of rebar inserted into the rock is covered in epoxy. There shall be no gaps between the log and rock at the connection point.
- 5) Drive vertical log anchors until at least 15 feet of each anchor is embedded into native undisturbed substrate, and at least 18 inches extends above the highest log anchor.

- 6) Where wood to wood connections are made, logs shall be pinned together with 1" threaded rebar and plate washers recessed into the logs as shown on the plans. There shall be no gaps between the logs at the connection point.
- 7) Countersink washer and nut through sapwood of tree, or 1.5", whichever is less. Countersink cut diameter shall be no more than 1/2" larger than washer diameter.
- 8) Install washer and nut, then tighten to approximately 75 ft-lbs.
- 9) Cut end of all-thread rod a maximum of 1" from the nut.
- 10) Hammer end of all-thread rod until it "mushrooms" over the nut.

72-2.01b Basking Rock Clusters

GENERAL

Contractor shall furnish boulders for the Basking Rock Clusters. Boulders may be harvested from existing bank stabilization areas at the site with approval from the Engineer.

The rocks required for each structure shall be placed to the dimensions and at the locations shown on the Plans or as directed by the Engineer.

Material Size:

<i>Basking Rock Cluster</i>	
Percentage	Rock Size*
100%	Class VII (1/2-ton)

* Caltrans Class (Nominal Median Particle Weight)

MATERIALS

Rocks used for Basking Rock Clusters shall conform to the provisions of Section 72, "Slope Protection" of the Standard Specifications and these specifications.

All Basking rock Structures shall be natural rock that is unweathered, hard, resistant to water action, and of a suitable quality to ensure permanence in the climate in which they are to be used. They shall be reasonably well graded and shall range in size as shown on the Plans. No broken concrete or asphalt shall be allowed. Rock should be reasonably rounded to allow turtles to move and bask; sharply angular rock shall not be considered suitable. Neither the width nor the thickness of any rock shall be less than one-third of its length. The general rock specifications shall be:

Rock Material:

- Density (apparent specific gravity): 2.5 min per Caltrans
- Gradation: Caltrans Standards 1/2-ton
- Placement: Method A only
- Durability Index: 52 min. per Caltrans, California Test 229
- Soil Material: Backfill rocks with suitable native excavated materials
- Color: Rocks shall be medium to dark grey, dark brown, blue, black, green, light brown, or approved by Engineer;

SUBMITTALS

- 5) Prior to commencement of the contract, the Contractor shall locate potential sources of rock. Local sources of rock are preferred. Samples or documentation of rock color and durability shall be submitted for approval to the Engineer to determine whether the rock meets the requirements as set forth in these Specifications. The Contractor shall be responsible for obtaining, from the rock supplier, a certification that the rock meets California Department of Transportation Durability Specifications for rock riprap.
- 6) If boulders are to be harvested and re-used, arrange an in-person site walk to located boulders for use. No boulders shall be harvested and used without written approval from the Engineer.

INSTALLATION

Basking Rock Structure installation shall be conducted as directed in the field by the Engineer. Below is a general procedure for installation.

- 1) After rough grading to the finish grades and lines shown on the plans excavate for placement of rocks where specified.
- 2) The rock closest to the center of the channel shall have a top elevation set to no less than 3 inches and no more than 6 inches above the downstream riffle crest elevations.
- 3) Set rocks so they are in contact in at least one location, with a maximum elevation difference of less than 6 inches where rocks meet.
- 4) Backfill around rocks so that all voids are filled.

72-2.01c Constructed Riffles

GENERAL

Constructed Riffles shall be implemented to create and sustain channel morphology and prevent bed scour. Construct riffles in locations shown in the Plans and accompanying elevation tables. Constructed Riffles are made of imported Riffle Rock.

MATERIALS

- 1) Riffle Rock: shall be natural rock that is unweathered, hard, resistant to water action, and of a suitable quality to ensure permanence in the climate in which they are to be used. They shall be reasonably well graded and shall range in size as shown on the Plans. No broken concrete or asphalt shall be allowed. Neither the width nor the thickness of any rock shall be less than one-third of its length.

Material Size:

Riffle Rock

Percentage	Rock Size*
30%	Class III (150-lb)
40%	Class I (20-lb)
30%	Alluvial Gravel

* Caltrans Class (Nominal Median Particle Weight)

- 2) Alluvial Gravel: Alluvial Gravel Material shall be harvested on site from the existing stream bed and stockpiled on site for reuse in Constructed Riffles and Channel Bed material. If enough suitable material is not available on site, imported River Run from a quarry shall be used.

Material Size:

Alluvial Gravel

Percentage	Rock Size
80%	Salvaged Gravels or Import River Run
20%	1-1/2" Rounded Gravels

- 3) Erosion Control Blanket: Woven biodegradable jute top net, 100% coconut fiber matric (0.50 lb /yd²), woven biodegradable jute bottom net.
- 4) Coir Twine Mat: Woven biodegradable coir twine top net, weighing 700 grams per square meter
- 5) Wood Wedge Stake:
 - a) 2" x 6" ripped along midline, then each half ripped diagonally to create a triangular-shaped stake with an even edge on both sides and a point on the bottom end.
 - b) Minimum length is 18 inches.
 - c) Stake shall be untreated fir or pine and cut from sound timber.
- 6) Native Soil Fill: Clean soil excavated on site
- 7) Sedge Plugs: *Carex barbarae*, super cell containers (1.5" diameter x 8.25" deep) or larger container size with full root system.

SUBMITTALS

- 1) Prior to commencement of the contract, the Contractor shall locate potential sources of rock. Local sources of rock are preferred. Samples or documentation of rock color and durability shall be submitted for approval to the Engineer to determine whether the rock meets the requirements as set forth in these Specifications. The Contractor shall be responsible for obtaining, from the rock supplier, a certification that the rock meets California Department of Transportation Durability Specifications for rock riprap.
- 2) Submit for approval by the Engineer manufacturer's literature and product samples for:
 - a) Erosion Control Blanket
 - b) Coir Twine Mat
- 3) Submit for approval by the Engineer Product Samples for:
 - a) Wood Wedge Stake
 - b) Sedge Plugs
 - c) Riffle Rock

INSTALLATION

Constructed Riffles shall be installed in locations shown on the Plans and according to the details in the Plans.

- 1) After rough grading has been completed, excavate for placement of Riffle Rock.
- 2) Place Class III and Class I Riffle Rock to elevations shown in the Plans and design table.
- 3) Install Alluvial Gravel material to final grade as shown in Plans and details and water jet to fill interstitial voids. Alluvial Gravel material shall be contiguous with Channel Bed Material.
- 4) Apply a 2" deep layer of native soil over rock and install Sedge Plugs in line with edge of channel banks. Cover root mass with native soil.
- 5) Lay Coir Twine Mat on Cobble Material followed by Erosion Control Blanket on top of Coir Twine Mat. Ensure that edges extend to the full area of the FREF plus any additional length needed for overlaps and/or keys.
- 6) Place Native Soil Fill over the Coir Twine Mat and Erosion Control Blanket. Moisture condition and compact soil in 12-inch maximum lifts using a vibratory plate tamper or "jumping jack" tamper. Use of a "temporary form board" on the face of each FREF lift may be necessary to achieve sufficient compaction near the outer edge of each lift.

- 7) Pull outer edge of Coir Twine Mat and Erosion Control Blanket over soil and secure tightly with Wood Wedge Stakes. Fold Coir Mat and Blanket as needed to allow Mat to have good soil contact without tenting.
- 8) Install Sedge Plugs as shown in Plans on top of first FREF layer. Spread 1" to 2" of topsoil on top of completed FREF lift to cover plugs before FREF lift to make a level surface with no air pockets.
- 9) Install additional FREF layers as described above to meet final grade on banks steeper than 3:1.

SEDGE PLUG WARRANTY

Contractor is responsible for maintaining adequate soil moisture for growth of Sedge Plugs, which may involve watering with a water truck or portable sprinklers. Plantings shall be inspected 30 days after the first rain (3/4" or more in a 24-hour period) or as requested by the Engineer. All dead plants shall be replaced by the Contractor at their expense. Sedge Plugs shall be re-inspected as soon as possible after March 1 of the following year to determine the success of the plantings. If survival of planted plugs is less than 80 percent as determined by the Engineer, the Contractor shall install new plantings to meet 100 percent survival as soon as it is practical, at no additional cost to the City.

72-2.01d Channel Bed Material

GENERAL

Channel Bed material shall be installed in the channel bottom in all areas of the project to provide natural sediment for the creek. Channel Bed material shall be placed contiguous with Constructed Riffles as shown in the Plans.

MATERIALS

Channel Bed Material: Channel Bed Material shall be harvested on site from the existing stream bed and stockpiled on site for reuse as Alluvial Gravel in Constructed Riffles and as Channel Bed material. If enough suitable material is not available on site, Alluvial Gravel material shall be imported. Imported material shall be rounded and meet the following gradation:

Material Size:

<i>Alluvial Gravel</i>	
Percentage	Rock Size
80%	Salvaged Gravels or Import River Run
20%	1-1/2" Rounded Gravels

SUBMITTALS

Prior to commencement of the contract, the Contractor shall locate potential sources of rock. Local sources of rock are preferred. Samples or documentation of rock color and durability shall be submitted for approval to the Engineer to determine whether the rock meets the requirements as set forth in these Specifications.

INSTALLATION

Channel Bed material shall be installed in all channel areas below the toe of bank slopes as shown on the Plans.

- 1) After rough grading has been completed, place Alluvial Gravel material as shown on Contract Drawings.
- 2) Track walk Alluvial Gravel material immediately after placement.

72-2.01e Fabric Reinforced Earth Fills

GENERAL

Fabric Reinforced Earth Fills (FREF's) provide enhanced stabilization to creek banks on the outside of meander bends.

MATERIALS

- 8) Cobble Material:
- a) Cobble imported to the site shall be natural rock that is unweathered, hard, resistant to water action, and of a suitable quality to ensure permanence in the climate in which they are to be used. They shall be reasonably well graded and shall range in size as shown on the Plans. No broken concrete or asphalt shall be allowed. Neither the width nor the thickness of any rock shall be less than one-third of its length.

Rock Size:

Cobble Material

Percentage	Rock Size*
85%	Class III (150-lb)
15%	Alluvial Gravel

* Caltrans Class (Nominal Median Particle Weight)

- 9) Erosion Control Blanket: Woven biodegradable jute top net, 100% coconut fiber matric (0.50 lb /yd²), woven biodegradable jute bottom net.
- 10) Coir Twine Mat: Woven biodegradable coir twine top net, weighing 700 grams per square meter
- 11) Wood Wedge Stake: 2" x 6" ripped along midline, then each half ripped diagonally to create a triangular-shaped stake with an even edge on both sides and a point on the bottom end. Minimum length is 18 inches. Stake shall be untreated fir or pine and cut from sound timber.
- 12) Willow Stakes: Live willow branches shall be harvested on site or from nearby locations approved by the Engineer and Owner. Willow stakes shall have a minimum diameter of 1 to 2 inches and minimum length of 5 feet.
- 13) Native Soil Fill: Clean soil excavated on site.

SUBMITTALS

- 4) Prior to commencement of the contract, the Contractor shall locate potential sources of rock. Local sources of rock are preferred. Samples or documentation of rock color and durability shall be submitted to the Engineer to determine whether the rock meets the requirements as set forth in these Specifications. The Contractor shall be responsible for obtaining, from the rock supplier, a certification that the rock meets California Department of Transportation Durability Specifications for rock riprap.
- 5) Submit for approval manufacturer's literature and product samples for:
 - a) Erosion Control Blanket
 - b) Coir Twine Mat
- 6) Submit for approval Product Samples for:
 - a) Wood Wedge Stake
 - b) Willow Stakes
 - c) Cobble Material

INSTALLATION

Fabric Reinforced Earth Fills shall be installed as shown on the Plans.

- 1) Excavate or fill to subgrades as shown on Contract Drawings.
- 2) Install Cobble Material as base for first layer of FREF.
- 3) Lay Coir Twine Mat on Cobble Material followed by Erosion Control Blanket on top of Coir Twine Mat. Ensure that edges extend to the full area of the FREF plus any additional length needed for overlaps and/or keys. Shingle fabric minimum 1-foot in direction of flow with downstream edge placed under upstream edge.
- 4) Place Native Soil Fill over the Coir Twine Mat and Erosion Control Blanket. Moisture condition and compact soil in 12-inch maximum lifts using a vibratory plate tamper or “jumping jack” tamper. Use of a “temporary form board” on the face of each FREF lift may be necessary to achieve sufficient compaction near the outer edge of each lift.
- 5) Pull outer edge of Coir Twine Mat and Erosion Control Blanket over soil and secure tightly with Wood Wedge Stakes. Fold Coir Mat and Blanket as needed to allow Mat to have good soil contact without tenting.
- 6) Install Willow Live Stakes as shown in Plans on top of first FREF layer with a maximum of 1-foot of stake extending beyond edge of FREF. Spread 1” to 2” of topsoil on top of completed FREF lift to cover willow stakes before FREF lift to make a level surface with no air pockets.
- 7) Install two additional FREF layers as described above to meet final grade.

72-2.01f Riprap Outfall Protection

GENERAL

Riprap Outfall Protection is located at the outfall of all CMP culverts.

MATERIALS

Material Size:

<i>Outfall Rock</i>	
Percentage	Rock Size*
50%	Class VII (1/2-ton)
50%	Class VIII (1-ton)

* Caltrans Class (Nominal Median Particle Weight)

SUBMITTALS

Prior to commencement of the contract, the Contractor shall locate potential sources of rock. Local sources of rock are preferred. Samples or documentation of rock color and durability shall be submitted for approval to the Engineer to determine whether the rock meets the requirements as set forth in these Specifications.

INSTALLATION

Riprap Outfall shall be installed as shown in Contract Drawings.

1. Excavate to subgrade.
2. Install Outfall Rock to finish grade.
3. Fill interstitial voids with Alluvial Gravel Material and water jet to fill voids.

72-2.01g Energy Dissipation Pool

GENERAL

The Energy Dissipation Pool shall be installed to stabilize the slope at the outfall of the two 54-inch culvert outfalls coming from Bellevue Avenue.

MATERIALS

Material Size:

Energy Dissipation Pool – Bed Rock

Percentage	Rock Size*
70%	Class V (1/4-ton)
20%	Class II (60-lb)
10%	Alluvial Gravel

* Caltrans Class (Nominal Median Particle Weight)

Energy Dissipation Pool – Bank Rock

Percentage	Rock Size*
70%	Class VII (1/2-ton)
20%	Class II (60-lb)
10%	Alluvial Gravel

* Caltrans Class (Nominal Median Particle Weight)

SUBMITTALS

Prior to commencement of the contract, the Contractor shall locate potential sources of rock. Local sources of rock are preferred. Samples or documentation of rock color and durability shall be submitted for approval to the Engineer to determine whether the rock meets the requirements as set forth in these Specifications.

INSTALLATION

The Energy Dissipation Pool shall be installed as shown on Contract Drawings

- 1) The pool bottom shall be constructed with a 2-foot minimum thickness.
- 2) The banks shall be constructed with a 3-foot minimum thickness.

72-2.01h Live Willow Stakes

GENERAL

This section applies to the furnishing and planting of live willow stakes during construction of channel stabilization features. The task includes placement of live Willow Stakes on meander bends, LWD Structures, and Constructed Riffles and watering until the first significant rainfall of the season.

MATERIALS

- 1) The City will provide the Contractor with the location of and access to a Live Willow Stake source area within 10 miles of the project site, seven (7) days prior to construction.
- 2) Arroyo willow (*Salix lasiolepis*) shall not be used.
- 3) Live Willow Stakes shall be 1 to 2 inches in basal diameter and a minimum of 5 feet long.

INSTALLATION

- 1) Willow cuttings shall be planted during the placement of all rock and channel stabilization features. **WILLOW STAKES SHALL NOT BE PLANTED AFTER CHANNEL STABILIZATION FEATURES INCLUDING FABRIC REINFORCED EARTH FILLS ARE INSTALLED.**
- 2) Willow stakes shall be collected (harvested), kept moist and used within 24 hours if possible, and stored no longer than 7 days. Willow stakes can be stored for up to 1 week in large water tight bins (trash cans) filled with water and placed in the shade to prevent significant drying of ends. The use of boom lift equipment shall be anticipated for willow harvesting.
- 3) The Contractor shall give a minimum of 48 hours' notice to the Engineer prior to construction of channel stabilization features that will require Live Willow Stakes. Engineer will inspect conditions of willow stakes and ensure they are not desiccated. If Engineer approves Live Willow Stake conditions, the Engineer will direct contractor on installation procedures. Failure to properly store willow stakes and cause desiccation or to install properly may require the reconstruction of these features at no additional cost to the City.
- 4) Live Willow Stakes shall be placed immediately after initial excavation so that they are in maximum contact with the underlying soil. Larger rocks can then be placed in and around the stakes such that they are generally vertical and shall be trimmed as necessary to have no more than 12" inches projecting above the rock or grade line. Minimize damage to cuttings. If necessary, trim off damaged ends of cuttings and remove and replace damaged stakes at discretion of Engineer at no additional cost to the City.
- 5) Willow Stakes shall have a minimum of 36 inches of contact with the underlying native material.

Contractor is responsible for maintaining adequate soil moisture for growth of Willow Stakes, which may involve watering with a water truck or portable sprinklers. Plantings shall be inspected 30 days after the first rain (3/4" or more in a 24-hour period) or as requested by the Engineer. All dead plants shall be replaced by the Contractor at their expense. Willow Stakes shall be re-inspected as soon as possible after March 1 of the following year to determine the success of the plantings. If survival of planted stakes is less than 80 percent as determined by the Engineer, the Contractor shall install new plantings to meet 100 percent survival as soon as it is practical, at no additional cost to the City.

72-2.05 Payment: **Double Log Structure, Triple Log, Multi Log Structure, Basking Rock Clusters, Constructed Riffle, Riprap Outfall Protection, Energy Dissipation Pool, and Live Willow Stakes** shall be paid for at the contract price **each**, which price shall include full compensation for furnishing all labor, materials tools and equipment, and doing all the work involved as specified herein, and no additional allowance will be made therefor.

Fabric Reinforced Earth Fill shall be paid for at the contract price per **linear foot** which shall include full compensation for furnishing all labor, materials, tools, and equipment, and doing all the work involved as specified herein including installing Live Willow Stakes, and no additional allowance will be made therefor.

Channel Bed Material shall be paid for at the contract price per **Ton** which shall include full compensation for furnishing all labor, materials, tools, and equipment, and doing all the work involved as specified herein, and no additional allowance will be made therefor.

Excavation for Double Log Structure, Multi Log Structure, Basking Rock Cluster, Constructed Riffle and Fabric Reinforced Earth Fill shall be considered as paid for in the contract cubic yard price paid for Excavation, a final pay quantity, and no additional compensation will be made.

80 FENCES

80-1.01 Description: All fence shall be constructed in accordance with Section 80 of the Standard Specifications, the details as shown on the plans, these Special Provisions, and as directed by the Engineer.

80-1.03 Connections: Existing cross fences shall be connected to the new fences. Corner posts with braces for every direction of strain shall be placed at the junction with existing fences. The wire in the new and existing fences shall be fastened to the posts.

80-3.01 Materials: Fencing materials shall conform to applicable type of fence described in Section 80 of the Standard Specifications and the details as shown on the plans.

80-3.02a Temporary Construction Fence: Temporary Construction Fence shall be six-foot-tall chain link fence and installed at the locations shown on the plans. Contractor shall install gates as needed to maintain access.

80-3.02d Tree Protection Fence: Tree Protection Fence shall be bright orange plastic fencing, 48" high, secured to 60" steel T-posts placed at 8-foot intervals with plastic zip ties or metal wire. Tree Protection Fence shall be placed at locations shown in the Plans and according to detail TP Existing Tree Protection. Tree Protection Fence shall be in place prior to the start of construction activities. Contractor shall install OSHA Steel-reinforced rebar caps on top of each T-post.

80-3.02b CTS Fence: California tiger salamander (CTS) fence shall be ERTEC E-Fence or approved equal with 30" width material, installed according to trenching method with 5' T-posts minimum on 10' centers with 5" climber barriers. Contractor shall install OSHA Steel-reinforced rebar caps on top of each T-post. One-way escape funnels shall be installed every 100' unless otherwise indicated on the Site Protection and Demo Plan. CTS fence shall include 2' x 2' shade structures made from wood, fabric or similar materials, located 1.5" above the ground surface and installed every 100' midway between one-way escape tunnels. Contractor shall provide the shade structure design/method of installation required to meet this objective.

The access areas shall have gates that are closed at the end of the workday and opened at the beginning of the workday. These gates shall be fitted with CTS fence as described above with a sweep at the bottom of the gate to prevent CTS from crawling under the gates. Funnels are not necessary on gates.

80-3.02c Chain Link Fence: Chain Link Fence shall be 4-foot high and constructed according to Caltrans standard specifications in locations shown in the Plans.

80-3.03 Construction: Fence construction shall be in accordance with Section 80-3.03 of the Standard Specifications, the details as shown on the plans, these Special Provisions, and as directed by the Engineer.

80-3.04 Payment: Temporary Construction Fence, Tree Protection Fence, CTS Fence and Chain Link Fence shall be paid for at the contract price per **linear foot**, which price shall include full compensation for furnishing all labor, materials, tools, and equipment, and doing all work involved in constructing and removing fence and no additional allowance will be made therefor.

[Updated: 12/18/2019 CDA STD2018]

83 BARRIERS

83-1.02 Description: Removable Bollards shall be constructed in accordance with the Plans, these Special Provisions, and as directed by the Engineer.

83-1.02a Removable Bollard: Removable Bollards shall be constructed per BD-Removable Bollard Detail, Sheet 22 of the Plans and at the location shown on Sheet 9 of the Plans.

83-1.02b Submittals: submit product data or physical sample, including ground plate and locking mechanism for approval by Engineer.

83-2.03 Payment: Removable Bollard shall be paid for at the contract price **each**, which price shall include full compensation for furnishing all labor, materials, tools and equipment, and doing all work involved in installing Removable Bollards and no additional allowance will be made therefor.

121 NOTIFICATION

121-1.01: The Contractor shall notify the Engineer of any work to be performed on any given work day either on the afternoon of the prior working day or before 8:30 a.m. on the given working day. Any work completed for which the Engineer has not received prior notification of its scheduling MAY NOT BE ACCEPTED FOR PAYMENT.

121-3.01 Payment: Full compensation for conforming to the provisions of this section shall be considered as included in the prices paid for the various contract items of work involved and no additional compensation will be allowed therefor.

[Version: 10/13/14-CDA STD2010]

124 MATERIAL RECYCLING

124-1.01 Description: The Contractor shall dispose of all portland cement concrete and asphalt concrete, generated from removal or demolition activities on the project, at a recycler for these materials. The Contractor shall provide receipts verifying delivery and approximate quantity (in tons) of the material delivered to a material recycler.

All other excess materials from the project shall become the property of the Contractor and shall be disposed of by the Contractor at Contractor's expense.

124-1.02 Payment: Full compensation for material recycling as specified herein shall be considered as included in the contract prices paid for various items of work, and no additional compensation will be allowed therefor.

[Version: 11/6/14CDA STD2010]

A - FEES AND PERMITS

The Contractor shall obtain all necessary and required permits for the project, except as noted below. All permits issued by the City Building Department will be issued at no cost to the Contractor; these fees will be paid by an appropriate City department. All other required permits shall be obtained at the Contractor's expense.

Contractor shall obtain a revocable license and/or encroachment permit from the Sonoma County Water Agency.

The City of Santa Rosa shall provide the permits listed in Table 1A.

Table 1A: *Permits in process for the Lower Colgan Creek Restoration Project Phase 3.*

Agency	Permit
U.S. Army Corps of Engineers	Jurisdictional Determination of Wetlands and Waters of the US
U.S. Army Corps of Engineers	404- Individual Permit
U.S. Army Corps of Engineers and U.S. Fish and Wildlife Service	Section 7 Consultation to have project appended to the Biological Opinion for the Santa Rosa Plain
California Department of Fish and Wildlife	1600 – Streambed Alteration Agreement
California Department of Fish and Wildlife	Incidental Take Permit for CTS
North Coast Regional Water Quality Control Board	401 Water Quality Certificate
State Water Resources Control Board	Construction General Permit Notice of Intent

This section consists of a list of special conditions that are typical for construction projects within the Santa Rosa Plain that may have impacts to rare and endangered species and/or impacts to riparian habitat. These special conditions were produced with informal consultation with the regulatory agencies, but the special conditions in the final permits will supersede the special conditions and in this document.

This section identifies measures generally required to minimize individual project's direct and indirect effects on California Tiger Salamanders (CTS). As part of the restoration project, Contractor shall implement the measures identified below, as well as mitigation measures necessary to bring these potential impacts to less than significant levels.

The minimization measures below shall be implemented, as appropriate, based on the project site's characteristics.

- 1) The City will provide a pre-approved United States Fish and Wildlife Service (USFWS) and California Department of Fish and Game (CDFG) biologist to oversee the implementation of these minimization/mitigation measures.
- 2) Prior to construction, the City's approved biologist will acquire approval from the USFWS and CDFG to identify a suitable location for CTS relocation if individuals are found in the project area.

- 3) The City's approved biologist will conduct a CTS training session for all lead construction workers before work begins on the project. This training must clearly outline identifying characteristics of CTS, what to do if one is found onsite and minimization measures outlined in this section.
- 4) Cultural Resources study performed by Evans & De Shazo on August 30, 2024, recommended a finding of no historic properties affected and no historical resources impacted. However, Cultural Resources Awareness Training and Archaeological and Tribal Monitoring of ground-disturbing activities are to be performed. Tribal monitoring will occur under the direction of Federal Indians of Graton Rancheria (FIGR) Tribal Heritage Preservation Officer (THPO) and an Archaeological Monitor (AM). A Tribal monitor and qualified archeologist shall be present onsite during all project-related ground disturbing work. The AM shall have the authority to temporarily stop construction to inspect excavation spoils or the excavated areas, as needed.

Prior to the start of construction, a preconstruction meeting shall be held to discuss the contents of the monitoring Plan and to ensure that all parties understand the regulatory requirements and mitigation measures described herein. It is critical that all parties understand what the methods and goals of archaeological and tribal monitoring are and the protocols for the discovery of archaeological materials and human remains during construction. The PI and a representative from FIGR will be present at the meeting.

Prior to ground-disturbing activities, a preconstruction Cultural Resources Awareness Training (CRAT) will be held for all members including all contractor workers, City staff, consultant construction management and inspection involved with overseeing or conducting project-related ground disturbing activities. The CRAT brochure will be developed by the PI in coordination with FIGR and provided to all attendees. The CRAT will include relevant information regarding sensitive cultural resources and tribal cultural resources, including applicable regulations, protocols for avoidance, and consequences of violating state and federal laws and regulations. The CRAT will also describe appropriate avoidance and impact minimization measures for archaeological resources and tribal cultural resources that could be located at the project area and will outline what to do and who to contact if any potential archaeological or tribal cultural resources are encountered. The CRAT will emphasize the requirement for confidentiality and culturally appropriate treatment of any discovery of significance to Native Americans and will discuss appropriate behaviors and responsive actions, consistent with Native American tribal values. Attendance rosters will be submitted to verify training and hard-hat stickers will be issued to allow for a quick visual assessment of which construction personnel have been trained and which need to be trained.

- 5) Before the start of work each morning, and after the initial ground breaking, a trained Contractor supervisor or City inspector will check for animals under any equipment such as vehicles and stored pipes. The inspector will check all excavated steep-walled holes or trenches greater than one foot deep for any CTS. If CTS are found, the City's designated biologist shall be notified immediately and will remove and relocate the animal under approval by the USFWS and CDFG. All relocated individuals shall be reported to the City Engineer.
- 6) The Contractor shall implement an erosion and sediment control plan to prevent impacts to areas outside the work areas. This shall include a CTS exclusionary fence on the outside of the construction area to prevent CTS from adjacent properties from entering the site.
- 7) Access routes and number and size of staging and work areas are limited to the minimum necessary to achieve the project goals. Routes and boundaries of the roadwork shall be clearly marked prior to initiating construction/grading.

- 8) All foods and food-related trash items shall be enclosed in sealed trash containers at the end of each day and removed completely from the site once every three days.
- 9) No pets will be allowed anywhere in the project site during construction.
- 10) A speed limit of 15 mph on dirt roads shall be maintained.
- 11) All equipment shall be maintained in a manner that prevents leaks of automotive fluids such as gasoline, oils, or solvents.
- 12) Hazardous materials such as fuels, oils, solvents, etc., shall be stored in sealable containers in a designated location that is at least 200 feet from aquatic habitats. All fueling and maintenance of vehicles and other equipment and staging areas shall occur at least 200 feet away from any aquatic habitat.
- 13) The Contractor shall submit a dewatering and bypass plan prior to conducting any grading in the creek. This plan shall adhere to the following conditions:
 - a. **Work within the riparian zone shall be confined to the dry season defined as the time from June 15 to October 15.**
 - b. Before the start of in stream work, aquatic life will be relocated by City biologist for up to 3 days.
 - c. Erosion control measures shall be utilized throughout all phases of operation where sediment runoff from exposed slopes threatens to enter waters of the State.
 - d. Work shall be performed in isolation from the flowing stream. To isolate the work area, a watertight coffer dam shall be constructed as close as practicable upstream and downstream of the work area. The coffer dam shall be constructed of non-erodible material which does not contain soil or fine sediment.
 - e. Ground disturbing activities shall only begin when no precipitation is forecast for at least five days at the project site and necessary erosion control measures are implemented. If a 40 percent or greater chance of rain is forecasted, then ground-disturbing activities shall cease 24 hours prior to the forecasted rain, unless approved in writing by the California Department of Fish and Wildlife (CDFW). If rain exceeds 0.25 inches during a 24-hour period, ground-disturbing activities shall cease. 24 hours after the rain ceases and once there is no precipitation in the 24-hour forecast, ground disturbing activities may continue.
 - f. Flow diversions shall be done in a manner that shall prevent pollution and/or siltation and which shall provide flow to downstream reaches. Any pumps used will have appropriate screens to prevent aquatic life from being pulled into the pump. When pools are drained, the Contractor shall coordinate with City biologist's onsite to rescue stranded aquatic life as the water level in the developing area drops. All reasonable efforts shall be made to capture and move all stranded aquatic life observed in the dewatered areas. Captured aquatic life shall be released immediately in the nearest body of water adjacent to the work site. The discharge pipe shall flow through a sediment bag or similar device, to prevent fine sediments from being discharged downstream.
- 14) The Regional Water Board shall be notified prior to the commencement of ground disturbing activities, with details regarding the construction schedule, in order to allow Board staff to be present onsite during construction, and to answer any public inquiries that may arise regarding the project. The timeframe of this notification will be specified in the permit documents.

- 15) No debris, soil, silt, sand, bark, slash, sawdust, rubbish, cement or concrete washings, oil or petroleum products, or other organic or earthen material from any construction or associated activity of whatever nature, other than that specified in the project plan or specifications shall be allowed to enter into or be placed where it may be washed by rainfall into waters of the United States and/or the State of California. When operations are completed, any excess material or debris shall be removed from the work area. No rubbish shall be deposited within 150 feet of the high-water mark of any stream.
- 16) A copy of the environmental permits and orders listed in Table 1A shall be provided to Contractor and all subcontractors conducting the work and shall be in their possession at the work site.
- 17) If at any time, an unauthorized discharge to surface water (including wetlands, rivers or streams) occurs, or any water quality problem arises, the associated project activities shall cease immediately until adequate erosion and sediment control BMPs are implemented. The Regional Water Board shall be notified promptly and in no case more than 24 hours after the unauthorized discharge or water quality problem arises.
- 18) The City of Santa Rosa will conduct nesting bird surveys prior to construction activities. If nesting birds are found, the Contractor shall cease work in the nesting area (50-150 feet around nest), until further evaluation by the City Environmental Specialist and given approval to resume work in the area.

Full compensation for securing and complying with all permits shall be considered as included in the contract prices paid for the various items of work and no additional allowance will be made therefor.

[Version: 2/2/15CDA STD2010]