

# INVITATION FOR BIDS



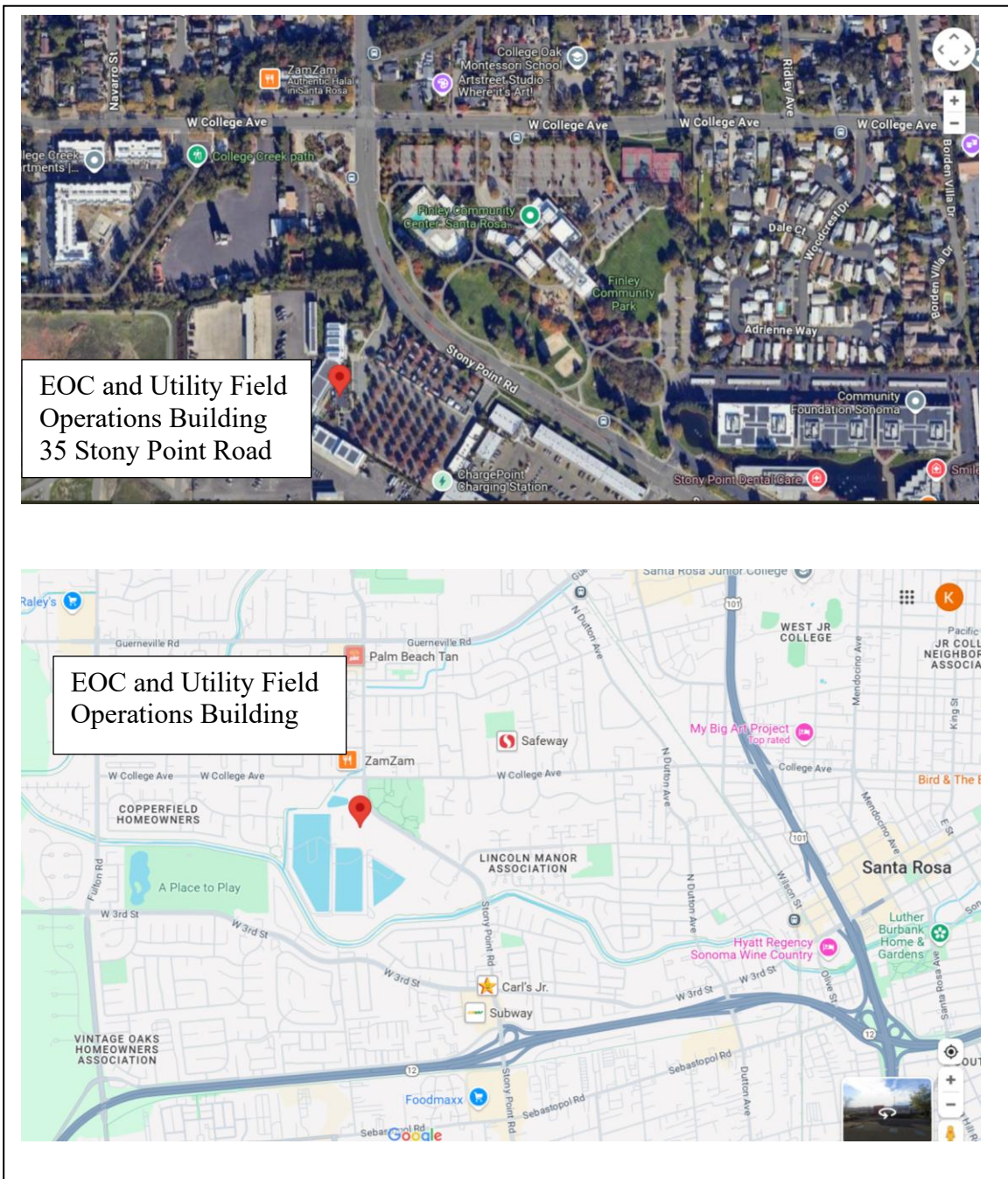
FOR CONSTRUCTION OF

Emergency Operations Center Improvements at  
Utility Field Operations

**CITY CONTRACT NUMBER**  
C02574

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

2025



## LOCATION MAP

City of Santa Rosa

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## Notice Inviting Bids

1. **Bid Submission.** City of Santa Rosa ("City") will accept sealed bids for its Emergency Operations Center Improvements at Utility Field Operations Project ("Project"), before **January 6, 2026, 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. The official time clock for accepting bids will be an electric date and time stamping clock, located in the Transportation and Public Works Department office.
2. **Project Information.**
  - 2.1 **Location and Description.** The Project is located at 35 Stony Point Road, Santa Rosa, CA 95401, and is described as follows: Install an electrical system for the furnishing and installation of kitchen equipment within an existing building and for new mobile offices provided by others; and install a base rock foundation and concrete flatwork to support a modular building unit (not in Contract).
  - 2.2 **Time for Final Completion.** The Project must be fully completed by **April 17, 2026**, preceding the start date set forth in the Notice to Proceed. City anticipates Notice to Proceed issuance on or about **February 1, 2026**, but the anticipated start date is provided solely for convenience and is neither certain nor binding.
3. **License and Registration Requirements.**
  - 3.1 **License.** This Project requires a valid California contractor's license with one of the following Classifications : A (General), B (Building), or C-10 (Electrical)
  - 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.
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. **Prevailing Wage Requirements.**
  - 5.1 **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.
  - 5.2 **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.
  - 5.3 **Compliance.** The Contract will be subject to compliance monitoring and enforcement by the DIR, under Labor Code § 1771.4.

6. **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.
7. **Substitution of Securities.** Substitution of appropriate securities in lieu of retention amounts from progress payments is permitted under Public Contract Code § 22300.
8. **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 and 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.
9. **Bidders' Conference.** A bidders' conference will be held on December 23, 2025 at 10 a.m. and at December 30, 2025 at 10 a.m. at the Utility Field Operation Building, located at 35 Stony Point Road, to acquaint all prospective bidders with the Contract Documents and the Project site. The bidders' conference is **not** mandatory.
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. **Specific Brands.** Pursuant to referenced provision(s) of Public Contract Code § 3400(c), City has found that the following specific brands are required for the following particular material(s), product(s), thing(s), or service(s), and no substitutions will be considered or accepted:

Item:	Required Brand:	Reference:
IT Connector	L-Com	Section 27 02 00

11. **Cal OES Administered Project.** This Project is funded in whole or in part by federal funds administered by the California Governor's Office of Emergency Services and is subject to the requirements of, without limitation, the Cal OES Standard Assurances for Cal OES Federal Non-Disaster Grant Programs and the Department of Homeland Security Standard Terms and Conditions 2022, Version 3.

By: Tracy Duenas Date: 12/16/2025  
Tracy Duenas (Dec 16, 2025 16:42:27 PST)

Tracy Duenas, Supervising Engineer

Publication Date: 12/17/2025

END OF NOTICE INVITING BIDS

## Instructions to Bidders

Each Bid Proposal submitted to the City of Santa Rosa ("City") for its Emergency Operations Center Improvements at Utility Field Operations 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 deadline 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 prior to the bid deadline. (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:**

Emergency Operations Center Improvements  
at Utility Field Operations Project  
Contract No. C02574

Transportation and Public Works Department  
69 Stony Circle  
Santa Rosa, California 95401  
Attn: Allyson Gonyo

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 the PlanetBids portal or the Project-specific website, available at [cippublic.srcity.org/CIPList.html](http://cippublic.srcity.org/CIPList.html).
- 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 a completed Bid Schedule, 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.
- 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 or as otherwise authorized by law.
- 4. 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 portal. 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.
- 5. Pre-Bid Investigation.**

  - 5.1 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.
  - 5.2 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.

- 5.3 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.
- 5.4 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.
- 6. 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.
- 7. 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.
- 8. 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).
- 9. Bid Protest.** Any bid protest against another bidder must be submitted in writing and received by City at Transportation and Public Works Department, 69 Stony Circle, Santa Rosa, CA 95401 or sent via email at [tduenas@sricty.org](mailto:tduenas@sricty.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:

- 9.1 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).
- 9.2 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.
- 9.3 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.
- 9.4 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.
- 9.5 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.
- 9.6 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.
- 9.7 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.



- 10. 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 90 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.
- 11. Bonds.** Within ten calendar days following issuance 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.
- 12. 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.
- 13. 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.
- 14. 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.
- 15. 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 City's issuance 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.
- 15. Community Workforce Agreement.** If checked below, the Project is subject to the City's Community Workforce Agreement ("CWA") and the successful bidder must comply with the requirements therein.

☐ This Project is subject to the City's CWA, which is available on the City's website at <https://www.srcity.org/165/Bids-Proposals> and incorporated herein by reference. Within three Working Days following a request from City, the apparent

low bidder must submit to City an executed Appendix A, Contractor Agreement to be Bound, using the form provided with the Contract Documents. 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 not subject to the City's CWA.

**16. 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.

**16.1 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.

**16.2 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.

**16.3 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.

**17. Withdrawal.** A Bid Proposal may not be withdrawn for a period of 90 days after the bid opening without forfeiture of the bid security (if required), except as authorized for material error under Public Contract Code § 5100 et seq. In the event that a bid includes a material error, the bidder may request to withdraw its bid in accordance with Public Contract Code § 5100 et seq. The written request must establish the elements set forth in Public Contract Code § 5103.

**18. Subcontractor Work Limits.** The prime contractor must perform at least **30%** of the Work on the Project, calculated as a percentage of the base bid price, with its own forces, except for any Work identified as "Specialty Work" in the Contract Documents. The total bid amount for any such Specialty Work, as shown on the Bid Schedule, may be deducted

from the base bid price before computing the **30%** self-performance requirement. The remaining Work may be performed by qualified Subcontractor(s).

- 19. Federal Subcontracting Requirements.** This Project is funded in whole or in part by the federal government. The successful bidder must comply with all applicable federal requirements as further specified in the Contract Documents, and when procuring Subcontractors, will consider small businesses, minority businesses, women's business enterprises, veteran-owned businesses, and labor surplus area firms, as set forth in 2 CFR § 200.321, when possible and subject to the limitations of law. Consideration means:

**19.1 Solicitation Lists.** These business types are included on solicitation lists.

**19.2 Soliciting Potential Sources.** These business types are solicited whenever they are deemed eligible as potential sources.

**19.3 Maximizing Participation.** Dividing procurement transactions into separate procurements to permit maximum participation by these business types.

**19.4 Establishing Delivery Schedules.** Establishing delivery schedules that encourage participation by these business types.

**19.5 Organizational Assistance.** Utilizing organizations such as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

**19.6 Lower-Tier Subcontracts.** Requiring Subcontractors to apply this Section to lower-tier subcontracts, if any.

- 20. For Reference Only.** The following documents are provided "For Reference Only," as defined in Section 3.4 of the General Conditions:

- California Governor's Office of Emergency Services, Standard Assurances For Cal OES Federal Non-Disaster Grant Programs (FY 2022)
- Department of Homeland Security Standard Terms and Conditions 2022, Version 3, available at: <https://www.dhs.gov/publication/fy15-dhsstandard-terms-and-conditions>
- Reference documents are available on the PlanetBids portal, under the 'Documents' folder.

END OF INSTRUCTIONS TO BIDDERS

## Bid Proposal

### Emergency Operations Center Improvements at Utility Field Operations 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 issuance 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.

This Bid Proposal is hereby submitted on \_\_\_\_\_, 20\_\_.

s/ \_\_\_\_\_

\_\_\_\_\_  
Name and Title

s/ \_\_\_\_\_  
[See Section 3 of Instructions to Bidders]

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
License #, Expiration Date, and Classification

\_\_\_\_\_  
Address

\_\_\_\_\_  
DIR Registration #

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Contact Name

\_\_\_\_\_  
Contact Email

END OF BID PROPOSAL

### Bid Schedule

BIDDER NAME: \_\_\_\_\_

This Bid Schedule must be completed legibly and included with the sealed Bid Proposal. Pricing must be provided for each Bid Item as indicated. If this Bid Schedule requests pricing for Alternates, pricing must be provided for each Alternate 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.

AL = Allowance  
LF = Linear Foot

CF = Cubic Feet  
LS = Lump Sum

CY = Cubic Yard  
SF = Square Feet

EA = Each      LB = Pounds  
TON = Ton (2000 lbs)

#### BASE BID

BID ITEM NO.	ITEM DESCRIPTION	EST. QTY.	UNIT	UNIT COST	EXTENDED TOTAL AMOUNT
1	Base Rock Foundation Work	1	LS	\$	\$
2	Concrete Work	64	SF	\$	\$
3	Electrical Work	1	LS	\$	\$
4	Kitchenette Work	1	LS	\$	\$

\* Final Pay Quantity

TOTAL BASE BID:      Items 1 through 4 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.*

END OF BID SCHEDULE

### Subcontractor List

For each Subcontractor that will perform a portion of the Work in an amount in excess of one-half of 1% of the Bidder's total Base Bid,<sup>1</sup> the bidder must list a description of the Work, the name of the Subcontractor, its California contractor license number, the location of its place of business, its DIR registration number, and the portion of the Work that the Subcontractor is performing based on a percentage of the Base Bid price.

DESCRIPTION OF WORK	SUBCONTRACTOR NAME	CALIFORNIA CONTRACTOR LICENSE NO.	LOCATION OF BUSINESS	DIR REG. NO.	PERCENT OF WORK

END OF SUBCONTRACTOR LIST

<sup>1</sup> For street or highway construction, this requirement applies to any subcontract of \$10,000 or more.



### 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

## Contract

This public works contract ("Contract") is entered into by and between the City of Santa Rosa ("City") and \_\_\_\_\_ ("Contractor"), for work on the Emergency Operations Center Improvements at Utility Field Operations 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 Technical Specifications and Exhibits;
  - 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;
  - 2.15 Caltrans Standard Specifications (excluding Division I) and Caltrans Standard Plans, as applicable; and
  - 2.16 No other documents.
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, by **April 17, 2026**, proceeding 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 \$3600 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  
69 Stony Circle  
Santa Rosa, California 95401  
Attn: Tracy Duenas, Supervising Engineer  
tduenas@srcity.org

Copy to: Allyson Gonyo, Administrative Technician  
agonyo@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 or as otherwise authorized by law.
- 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 Emergency Operations Center Improvements at Utility Field Operations 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 Emergency Operations Center Improvements at Utility Field Operations 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.

**Awarding Authority** means the City Council or its authorized delegee(s) unless the Contract is awarded by the Water Department, in which case it means the Board of Public Utilities.

**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 delegates.

**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 relating to asphalt and concrete, including inspection and/or testing of workmanship, materials, and the manner of construction.

**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 the following holidays observed by the City:

- (A) New Year's Day, January 1;
- (B) Martin Luther King Jr. Birthday, the third Monday in January;
- (C) President's Day, the third Monday in February;
- (D) Cesar Chavez Day, March 31;
- (E) Memorial Day, the last Monday in May;
- (F) Juneteenth, June 19;
- (G) Independence Day, July 4;
- (H) Labor Day, the first Monday in September;
- (I) Veterans Day, November 11;
- (J) Thanksgiving Day, the fourth Thursday in November;
- (K) The day after Thanksgiving Day; and
- (L) Christmas Day, December 25.

**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, including Public Contract Code § 7105.

(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 and participate in a pre-construction

conference, weekly Project progress meetings, and coordination meetings, as set forth herein.

(1) *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 by City, for City's review and acceptance before the Work commences:

- a. Name, 24-hour contact information, and qualifications of the proposed on-site superintendent;
- b. List of all key Project personnel and their complete contact information, including email addresses and telephone numbers during regular hours and after hours;
- c. 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;
- d. If required, traffic control plans associated with the staging plans that are signed and stamped by a licensed traffic engineer;
- e. Draft baseline schedule for the Work as required under Section 5.2, to be finalized within ten days after City issues the Notice to Proceed or as otherwise specified by City;
- f. Breakdown of lump sum bid items, to be used for determining the value of Work completed for future progress payments to Contractor;
- g. Schedule with list of Project submittals that require City review, and list of the proposed material suppliers;
- h. Plan for coordination with affected utility owner(s) and compliance with any related permit requirements;
- i. 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;
- j. If requested by City, Contractor's cash flow projections; and
- k. Any other documents specified by City.

(2) *Progress Meetings.* Contractor, its project manager, superintendent and any primary Subcontractors requested by City, must participate in weekly Project progress meetings scheduled with City.

(3) *Coordination Meetings.* 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 requested by City in City's notice to correct, Contractor must submit a Work plan for correcting defective Work in advance of Contractor taking corrective action. 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 plan 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. Contractor must submit copies of the quality control plan to City, within two Working Days after the pre-construction conference, and make one copy available at each Worksite.

(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 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.

(2) **Quality Control Manager.** Unless otherwise specified in the Special Conditions or Specifications, 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 solely to provide 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.

(3) **Test Modifications.** The following specific tests are modified as follows: For California Test 216 (Relative Compaction), a mechanical compactor (Ploog Engineering Co. Model M 100 or equal) with a 10-pound hammer and split compaction molds must be used in lieu of the specified manual compaction equipment. For California Test 231 (Nuclear Gage Determination of In-Place Density), in-place density and relative compaction may be determined on the basis of individual test sites in lieu of the area concept at the discretion of the Engineer.

## 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 backcharge 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. Contractor must provide submittals in electronic format, unless otherwise specified by the Engineer.

(C) **Required Contents.** Each submittal must be uniquely numbered and 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). Submittal resubmissions must include a revision designation.

(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. Except as

required for corrections, Contractor will not make changes to a submittal upon resubmission. City reserves the right to reject a partial resubmission of a 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, Inspector, 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, at or before the pre-construction conference, 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 the 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, Caltrans Special Provisions, or Caltrans Standard Plans.

**3.3 Caltrans Standard Specifications and Standard Plans.** 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 and revisions as of the date that Contractor's bid was submitted for this Project. Any reference to or incorporation of Caltrans' Standard Plans means the most current edition of Caltrans' Standard Plans, unless otherwise specified ("Caltrans Standard Plans"), including the most current amendments or revisions 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, Special Provisions, or Caltrans Standard Plans:

(A) **Limitations.** The "Division I 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. Unless otherwise specified in the Specifications, the remaining Divisions of the Caltrans Standard Specifications, i.e., Division II through Division XII, are applicable to the extent relevant to the Work and are subject to any modifications set forth in the Specifications. A specific reference in the Specifications to a

section from the Caltrans Standard Specifications will not be construed as excluding other applicable sections from the Caltrans Standard Specifications.

(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 the 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 issuance 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 issuance 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. The City may, but has no obligation to, review insurance policies submitted by Contractor. The City's failure to demand evidence of full compliance with the insurance requirements set forth in this Contract or the City's failure to identify any insurance deficiency will not relieve Contractor from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance in accordance with this

Section. 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 \$3,000,000 per occurrence and at least \$3,000,000 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 \$1,000,000 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.

(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. Contractor will diligently prosecute the Work to minimize the public's exposure to construction activities. 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. Contractor must provide the Engineer with a license for use of Contractor's scheduling software, unless otherwise specified 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).

(2) **High Dollar or Long Duration Projects.** In addition to the requirements set forth above, if the Contract Price is \$5,000,000 or more or if the Contract Time is 100 Working Days or more, Contractor's baseline (as-planned) schedule must include the following: the start and completion dates for submittal development, submittal review, milestones and constraints, equipment and plant setup, interfaces with outside entities, erection and removal of falsework and shoring, test periods, major traffic stage change, and final cleanup; logical links between time-scaled Work activities; controlling activities; at least 50 but no more than 500 activities, unless otherwise specified or authorized by the Engineer; alphanumeric activity identification and activity description system for labeling Work activities; identification code for each activity for responsibility, stage, Work shifts, location, and bid items; activity durations of at least one Working Day and no more than 20 Working Days for each activity, unless otherwise authorized by the Engineer; and float as the predecessor activity to Final Completion. Each activity description must indicate its associated scope or location of Work.

(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 or approved by City. If Contractor wants to perform non-critical Work activities that are out of sequence with the current City-accepted schedule, Contractor must notify and request approval from the Engineer in advance of performance of any such activities. Performance of any such Work must not impact the critical path Work activities. 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, to facilitate City's use of its property, or to minimize the public's exposure to construction activities. 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 observed by City, with noise generating activities limited to 7:00 a.m. to 7:00 p.m., 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 notify the Engineer in writing, within one Working Day following the date the Contractor first encounters the circumstances giving rise to Contractor's contention that Extra Work is necessary. Contractor's written notice must specifically identify 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, by no later than close of business on that same Working Day, a daily report of the Extra Work performed that day, signed by the City and Contractor, identifying the labor, materials, and equipment used in the Extra Work ("Extra Work Report"). The Engineer may make any adjustments to Contractor's Extra Work Report(s) based on the Engineer's records of the Work. The Extra Work Report enables the parties to document and track the Extra Work, or Work that the Contractor contends is Extra Work. City's signature on the Extra Work Report is intended solely to document City's receipt of the Extra Work Report; it does not constitute any acknowledgement, acceptance, or approval of the Extra Work by City. To request compensation for Extra Work, Contractor must comply with the requirements in Section 6.2, below, including submission of the Extra Work Reports and a breakdown of the costs related to the Extra Work, together with copies of certified payroll, invoices, and other documentation substantiating the costs. Failure to submit the Extra Work Report by close of business on the same Working Day as the Extra Work 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 and insurance premium costs computed at 1.5% of the 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) **Fees, Licenses, Certificates, and Permits.** Contractor must obtain and pay for all fees, licenses, and certificates required to perform the Work, including a City business tax certificate. Contractor must obtain all permits required to perform the Work. Contractor is not responsible for the fees associated with obtaining permits unless otherwise specified in the Special Conditions or Specifications. 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 Wi-Fi 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. Property owners, tenants, and businesses must have full access to their driveways during non-Work hours. The Engineer may, at any time, direct or approve of opening completed sections of surfacing, pavement, or structure roadway surface for public use.

(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.

(D) **Railroad Property.** Sonoma-Marín Area Rail Transit (“SMART”) maintains railroad property within the City. Contractor will not interfere with railroad operations or perform Work on or adjacent to railroad property unless Contractor has obtained an encroachment permit from SMART. Contractor is responsible for obtaining an encroachment permit from SMART if necessary for the Work or for Contractor’s traffic control. Contractor will not be entitled to an extension of time or additional compensation to obtain the SMART permit. For any excavation on or affecting railroad property, Contractor must submit Work plans to the City and SMART, if requested by SMART, showing the system to be used to protect the railroad facilities. Contractor will prevent material, equipment, and debris from falling onto railroad property.

(E) **Third Party Material Sourcing and Disposal.** If Contractor intends to procure materials from or dispose of materials on any property owned by a third party, before procuring material or disposing of material, Contractor must provide City with a copy of the agreement between Contractor and the third party authorizing the use of the property and absolving the City from responsibility in connection with the property. Contractor must obtain authorization from the third party to start sourcing or disposing of material on the property. As a condition precedent to Final Completion, Contractor must submit a document to the City, signed by the third party property owner, stating that the Contractor complied with its agreement with the third party.

**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, 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) as a condition precedent to Final Completion, 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 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 digging 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.

(D) **Equipment Labeling and Information.** Contractor must label each piece of equipment, except hand tools, with the following information, at a clearly visible location on each piece of equipment using a stencil or stamp: an identifying number; and for compacting equipment, its make, model number, and empty gross weight that is either the manufacturer's rated weight or the scale weight, or for meters and on the load-receiving element and indicators of each scale, the make, model, serial number, and manufacturer's rated capacity. Upon request, Contractor must submit the manufacturer's information that designates portable vehicle scale capacities.

(E) **Measuring Devices.** For proportioning materials, Contractor must use measuring devices, material plant controllers, and undersupports that comply with 4 CCR § 4000 et seq. and Business and Professions Code § 12001 et seq. Measuring devices must be tested and approved under California Test 109 in the Engineer's presence by any of the following: County Sealer of Weights and Measures; Scale Service Agency; or Official of the Division of Measurement Standards. The indicator over-travel must be at least one-third of the loading travel. The indicators must be enclosed against moisture and dust. Contractor must group the measuring system dials such that the smallest increment for each indicator can be read from the location at which proportioning is controlled.

## 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 at least four weeks in advance of Contractor's proposed order date and sufficiently in advance of the time needed to avoid delay of the Work. 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 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. City may record, including by photograph or video, all materials, equipment, and workmanship used in the Work. 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 or Specifications. 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 provide direction to, 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, and 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 wastewater 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. Contractor will not be entitled to an extension of the Contract Time in connection with any such 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, including, but not limited to, the requirement to notify Underground Service Alert (“USA”) of a proposed excavation and provide USA all relevant data relating to the excavation, at least two Working Days before starting any excavation Work.

**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 or if the trench is expected to exceed 20 feet, the plan 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. All survey monuments that may be disturbed or destroyed during performance of the Work must be tied-out by Contractor prior to the start of Work. Contractor must also file a Pre-Construction Corner Record, prepared by a California licensed land surveyor, with the County of Sonoma Surveyor's Office, prior to the start of Work. Contractor must notify the Engineer of any discrepancies found between Contractor's staking and grading and information provided by the Contract Documents. Contractor must replace any survey monuments that are disturbed, damaged, or destroyed during the Work and must file a Post-Construction Corner Record, prepared by a licensed land surveyor as required by law, with the County of Sonoma Surveyor's Office. 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.

(C) **Pest Management.** Contractor must comply with the City-Wide Integrated Pest Management ("IPM") Policy, Policy Number 000-74, which is available at <https://www.srcity.org/DocumentCenter/View/41774/Integrated-Pest-Management-Policy-030524>. Contractor will not use pesticides or herbicides in the Work without City's prior written approval. Contractor may submit a written request for use of pesticides or herbicides to the Engineer. Contractor's written request must include the location proposed for use, the proposed date and time of application, product specifications, and all other information required by the IPM policy. City reserves the right, in its sole discretion, to approve or reject the use of pesticides or herbicides, for any reason.

**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 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, in a timely manner, and return the 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 recordation of the Notice of Completion, subject to the terms of Public Contract Code § 7107.

(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 pursuant to Section 11.1(C) (the "Warranty Period"), except when a longer guarantee is provided by a supplier or manufacturer or is required by the Specifications or Special Conditions. If the City accepts the Project as complete subject to exceptions for incomplete punch list item(s) and the Contractor thereafter completes the punch list item(s), the completed punch list item(s) will be subject to the warranty provisions in this Section 11.2 for a one-year period that begins upon City's acceptance of the completed punch list item(s). 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 for 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. Order of Work**

Subsequent to Base Rock Foundation work, Contractor shall coordinate with the Modular building supplier to allow for schedule float to accommodate the delivery and installation of the modular building unit. The installation of the Concrete Work shall occur after the modular building has been installed.

**2. Federally Funded Projects.** This Project is funded in whole or in part by federal funds and subject to the following federal requirements under the terms of the funding agreement(s) between City and the federal agency or agencies providing federal funds, which are fully incorporated by this reference and made part of the Contract Documents. Copies of any funding agreement between City and a funding agency will be made available upon request.

**2.1 Grant Requirements.** This Project is subject to, among other things, the requirements of: California Governor's Office of Emergency Services, Standard Assurances For Cal OES Federal Non-Disaster Grant Programs (FY 2022) ("Cal OES Standard Assurances"); and the Department of Homeland Security Standard Terms and Conditions 2022, Version 3 ("DHS Terms and Conditions"). Contractor will comply with any and all requirements of the Cal OES Standard Assurances and with any and all requirements of the DHS Terms and Conditions where the requirements are applicable to the Work. Reference documents are available on the PlanetBids portal, under the 'Documents' folder.

**2.2 Equal Opportunity.** During the performance of this Contract, the Contractor agrees as follows:

(A) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action will include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(B) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(C) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision will not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information,

unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

(D) The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the labor union or workers' representatives of the Contractor's commitments under this Section, and will post copies of the notice in conspicuous places available to employees and applicants for employment.

(E) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the United States Secretary of Labor.

(F) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the United States Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the administering agency and the United States Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(G) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further federal government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the United States Secretary of Labor, or as otherwise provided by law.

(H) The Contractor will include the portion of the sentence immediately preceding paragraph (A) and the provisions of paragraphs (A) through (H) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the United States Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each Subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the City or funding agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided*, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a Subcontractor or vendor as a result of such direction by the City or funding agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

- 2.3 Davis-Bacon Act.** Contractor must comply with the Davis-Bacon Act (40 U.S.C. § 3141 et seq.) and the requirements of 29 CFR Part 5 as may be applicable, including the provisions in 29 CFR § 5.5(a), which are attached hereto and incorporated herein by reference. Contractor will pay wages to laborers and mechanics, not less than once a week, and at a rate not less than the current federal prevailing wages specified in the Davis-Bacon Act Wage Determination



attached hereto and incorporated herein. By entering into this Contract, Contractor accepts the attached Wage Determination. Contractor and Subcontractors must insert the requirements in 29 CFR § 5.5(a) in full into subcontracts of any tier. *<The current Davis-Bacon Act Wage Determination, which may be accessed at <https://sam.gov/content/wage-determinations>, must be printed and included with the Contract Documents. Additionally, the current provisions at 29 CFR § 5.5(a), which may be accessed at <https://www.ecfr.gov/current/title-29/subtitle-A/part-5/subpart-A/section-5.5>, should be printed and included with the Contract Documents. Refer to the applicable Notice of Funding Opportunity or other program guidance and/or contact the federal funding agency representative for additional information on how to implement this requirement and any other required contract provisions for compliance with the Davis-Bacon Act and related acts and incorporate the federal agency-specific requirements, as appropriate.>*

**2.4 Copeland “Anti-Kickback” Act.** Contractor will comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 CFR Part 3 as may be applicable, which are incorporated by reference into this Contract. Contractor and Subcontractors must insert this requirement into subcontracts of any tier. Contractor is responsible for compliance with these requirements by each Subcontractor of any tier.

**2.5 Contract Work Hours and Safety Standards Act.** In addition to the California state law requirements in Article 9 of the General Conditions, Contractor and each Subcontractor must comply with the requirements of the federal Contract Work Hours and Safety Standards Act (“CWHSSA”), as set forth in 40 U.S.C. §§ 3701-3708, as supplemented by the regulations set forth in 29 CFR Part 5, including 29 CFR § 5.5(b), as may be amended from time to time, which are fully incorporated herein, including:

(A) **Overtime Requirements.** No Contractor or Subcontractor contracting for any part of the Work which may require or involve the employment of laborers or mechanics will require or permit any such laborer or mechanic in any workweek in which he or she is employed on such Work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(B) **Violation; Liability for Unpaid Wages; Liquidated Damages.** In the event of any violation of the clause set forth in (A), above, the Contractor and any Subcontractor responsible therefor will be liable for the unpaid wages and interest from the date of the underpayment. In addition, such Contractor and Subcontractor will be liable to the United States for liquidated damages. The liquidated damages will be computed with respect to each individual laborer or mechanic, including watchpersons and guards, employed in violation of the clause set forth in (A) of this Section, in the sum of \$32 (or as otherwise set forth in 29 CFR § 5.5(b)) for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in (A) of this Section.

(C) **Withholding for Unpaid Wages and Liquidated Damages.**

(1) *Withhold Process.* The City may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the Contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the Contractor or any Subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this Section, any other Federal contract with the same Contractor, or any other federally assisted contract subject to the CWHSSA that is held by the same Contractor (as defined in 29 CFR § 5.2). The necessary funds may be withheld from the Contractor under this Contract, any other Federal contract with the same Contractor, or any other federally assisted contract that is subject to the CWHSSA and is held by the same Contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

(2) *Priority to Withheld Funds.* The Department of Labor has priority to funds withheld or to be withheld in accordance with 29 CFR § 5.5(a)(2)(i) or 29 CFR § 5.5(b)(3)(i), or both, over claims to those funds by: (a) a contractor's sureties, including without limitation performance bond sureties and payment bond sureties; (b) a contracting agency for its re-procurement costs; (c) a trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate; (d) a contractor's assignee(s); (e) a contractor's successor(s); or (f) a claim asserted under the Prompt Payment Act (31 U.S.C. §§ 3901–3907).

(D) **Subcontracts.** Contractor and Subcontractors must insert in any subcontracts the clauses set forth in this Section and a clause requiring Subcontractors to include these clauses in any lower tier subcontracts. Contractor is responsible for compliance by any Subcontractor or lower tier Subcontractor with the clauses set forth in this Section. In the event of any violations of these clauses, the Contractor and any Subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier Subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

(E) **Anti-Retaliation.** It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

(1) Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the CWHSSA or its implementing regulations in 29 CFR Part 5;

(2) Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or 29 CFR Part 5;

(3) Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or 29 CFR Part 5; or

(4) Informing any other person about their rights under CWHSSA or 29 CFR Part 5.

(F) **CWHSSA Required Records.** To the extent that the Contract is subject only to the CWHSSA and not to any of the other Laws referenced in 29 CFR § 5.1, Contractor and its Subcontractors must maintain regular payrolls and other basic records during the course of the Work and must preserve them for a period of three years after all the Work on the Contract is completed for all laborers and mechanics, including guards and watchpersons, working on the Contract. Such records must contain the name; last known address, telephone number, and email address; and social security number of each such worker; each worker's correct classification(s) of Work actually performed; hourly rates of wages paid; daily and weekly number of hours actually worked; deductions made; and actual wages paid. The records must be made available by the Contractor or Subcontractor for inspection, copying, or transcription by authorized representatives of the City and the Department of Labor, and the Contractor or Subcontractor will permit such representatives to interview workers during working hours on the job.

**2.6 Rights to Inventions.** If the federal funding for this Contract meets the definition of "funding agreement" under 37 CFR § 401.2(a) and constitutes an agreement between the City and a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency, will apply to this Contract and are fully incorporated into the Contract Documents by this reference.

**2.7 Clean Air Act.** If the Contract is for an amount in excess of \$150,000, Contractor and each Subcontractor must comply with the requirements of the Clean Air Act, as amended (42 U.S.C. §§ 7401-7671q), and all applicable standards, orders, and regulations issued pursuant thereto, which are fully incorporated into the Contract Documents by this reference, including requirements for reporting violations to the City, federal awarding agency, and the applicable Regional Office for the Environmental Protection Agency. Contractor and Subcontractors must insert this requirement into subcontracts of any tier in excess of \$150,000.

**2.8 Federal Water Pollution Control Act.** If the Contract is for an amount in excess of \$150,000, Contractor and each Subcontractor must comply with the requirements of the Federal Water Pollution Control Act (33 U.S.C. §§ 1251-1387), and all applicable standards, orders, and regulations issued pursuant thereto, which are fully incorporated into the Contract Documents by this reference, including requirements for reporting violations to the City, federal awarding agency, and the applicable Regional Office for the Environmental Protection Agency. Contractor and Subcontractors must insert this requirement into subcontracts of any tier in excess of \$150,000.

- 2.9 Suspension and Debarment.** This Contract is a covered transaction for purposes of 2 CFR Part 180 and 2 CFR Part 3000. Contractor is required to verify that none of its principals, as defined at 2 CFR § 180.995, or its affiliates, as defined at 2 CFR § 180.905, are excluded or disqualified, as defined at 2 CFR §§ 180.935 and 180.940. Contractor must comply with 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C, and must include a provision requiring compliance with these regulations in any subcontract of any tier. If it is later determined that the Contractor did not comply with the applicable subparts, in addition to remedies available to City, the federal government may pursue available remedies, including, but not limited to, suspension and/or debarment. By submitting a bid and entering into this Contract, Contractor agrees to comply with these requirements.
- 2.10 Byrd Anti-Lobbying Amendment.** If the Contract is for an amount in excess of \$100,000, Contractor must comply with the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352) and file the certification provided at 44 CFR Part 18, Appendix A, and any disclosures, with the City. Each tier certifies to the tier above that it will not and has not used federal-appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier will also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures will be forwarded from tier to tier up to the recipient who in turn will forward the disclosure(s) to the federal awarding agency.
- 2.11 Procurement of Recovered Materials.** The requirements of § 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 at 42 U.S.C. § 6962, apply to this Contract and are fully incorporated into the Contract Documents by this reference. For individual purchases of \$10,000 or more, Contractor will make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired (A) competitively within the Contract schedule, (B) in conformance with Contract performance requirements, or (C) at a reasonable price. Information on this requirement, including a list of EPA-designated items, is available at the EPA's Comprehensive Procurement Guidelines website:  
<https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
- 2.12 Prohibition on Covered Telecommunications.** Federal loan or grant funds must not be obligated or expended to procure or obtain covered telecommunications equipment or services, extend or renew a contract to procure or obtain covered telecommunications equipment or services, or enter into a contract (or extend or renew a contract) to procure or obtain covered telecommunications equipment or services, as further specified in 2 CFR § 200.216, which is fully incorporated into the Contract Documents by this reference. "Covered telecommunications equipment or services" means any of the following: telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities); telecommunications or video surveillance services provided by such entities or using such equipment; or telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in

consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country. The term “covered telecommunications equipment or services” also includes systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Contractor will include this provision in all subcontracts or purchase orders in connection with the Work.

**2.13 Domestic Preferences for Procurements.** The City should, to the greatest extent practicable and consistent with Laws, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States, as further specified in 2 CFR § 200.322, which is fully incorporated into the Contract Documents by this reference, including, but not limited to, iron, aluminum, steel, cement, and other manufactured products, as specified therein. The requirements of 2 CFR § 200.322 must be included in all subcontracts and purchase orders for Work or products under the federal award. *<Consult the federal funding agency representative for additional requirements pertaining to domestic preferences under the Build America, Buy America Act, if applicable, and incorporate the federal agency-specific requirements, as appropriate.>*

3. **FEMA Contract Requirements.** This Project is funded in whole or in part with financial assistance from FEMA. Contractor must comply with all applicable federal requirements under the terms of the funding agreement(s) and Laws, including all FEMA policies, procedures, and directives.
4. **Buy America Preference.** If the Project is subject to the domestic preference requirement in the Build America, Buy America Act (Pub. L. No. 117-58, § 70901 et seq.) (“BABAA”), Contractor will comply with all applicable Laws relating to BABAA and will ensure that all iron, steel, manufactured products, and construction materials incorporated into the Work are produced in the United States, in accordance with all applicable Laws relating to BABAA, including 2 CFR Part 184, unless a domestic preference requirement is waived by FEMA. Contractor and its Subcontractors acknowledge that no federal financial assistance funding for the Project will be provided unless all the iron, steel, manufactured products, and construction materials incorporated into the Work are produced in the United States. Contractors and its Subcontractors will disclose any use of federal financial assistance for the Project that does not ensure compliance with BABAA domestic preference requirement. Such disclosures will be forwarded to the City who in turn will forward the disclosures to the pass-through entity, if, and/or FEMA. Contractor will provide certifications from Subcontractors, suppliers, and product manufacturers demonstrating compliance with BABAA requirements, including step certifications and final certifications, upon request by City. Each certification will include a reference to the Project, specific product information, a reference to compliance with BABAA, the location of the manufacturer, and a signature from a company representative. Contractor will include the requirements set forth in this Section in all subcontracts and purchase orders for Work or products under the federal award.
5. **Access to Records.** Contractor agrees to provide City, the pass-through entity (if any), the FEMA Administrator, the Comptroller General of the United States, and any of their authorized representatives access to any books, documents, papers, and records, of the Contractor which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts, and transcriptions. Contractor agrees to permit any of the foregoing parties to reproduce by any means or to copy excerpts and transcriptions as reasonably necessary. Contractor agrees to provide the FEMA Administrator or its authorized representatives access to any Worksite. If this Contract is entered into under a

major disaster or emergency declaration, City and Contractor acknowledge and agree that no language in this Contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States, in accordance with section 1225 of the Disaster Recovery Reform Act of 2018.

6. **DHS Seal, Logo, and Flags.** Contractor will not use the Department of Homeland Security ("DHS") seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. Contractor will include this provision in all subcontracts.
7. **No Obligation by Federal Government.** The federal government is not a party to this Contract and is not subject to any obligations or liabilities of the City, Contractor, or any other party pertaining to any matter resulting from the Contract.
8. **False Claims.** Contractor acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to Contractor's actions pertaining to this Contract.
9. **Copyright and Data Rights.** Contractor grants to City, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this Contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the Contract but not first produced in the performance of this Contract, Contractor will identify such data and grant to the City or acquire on its behalf a license of the same as for data first produced in the performance of this Contract. "Data," as used herein, includes any work subject to copyright under 17 U.S.C. § 102, such as any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this Contract, Contractor will deliver to the City data first produced in the performance of this Contract and data required by the Contract but not first produced in the performance of this Contract in formats acceptable by the City.

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END OF SPECIAL CONDITIONS



TECHNICAL CONDITIONS  
FOR

Emergency Operations Center Improvements at  
Utility Field Operations

**CITY CONTRACT NUMBER**  
**C02574**



2025

## **SECTION 01 10 00**

### **SUMMARY OF WORK**

#### **PART 1 - GENERAL**

##### **1.1 PROJECT SUMMARY**

- A. The work involves modifications and construction for three new elements, as shown on the Exhibits.
1. Site Work - Site improvements for a City-purchased mobile Emergency Operations Center (EOC) modular building (Not in Contract), located adjacent to the Utility Field Office (UFO). The site work is separated into two elements:
    - A) the placement of base rock foundation and
    - B) the concrete work as needed for the sidewalk and ramp landings.
  2. Electrical Work - Electrical improvements including installation of electric service from the mobile building to the electrical point of service including underground work; and installation of electrical transformer. Work also includes electrical modification and connections in the existing electrical room and extension of electrical (termination as shown), and conduit and fiber patch cable service to the new mobile building site.

The work includes the completion of a new service to the "Coffee Area" and minor modifications.
  3. Kitchenette Work - Furnish and installation of food appliances, counters, shelving, security enclosure, minor water connection, located within the UFO.

##### **1.2 LOCATION**

- A. Project Location: The project site is the City of Santa Rosa Utility Field Operation Center, 35 Stony Point Road, Santa Rosa CA.

##### **1.3 PAYMENTS**

###### **A. BID ITEM DESCRIPTIONS**

All work on the project, and as shown in the Exhibits herein, is intended to be included under the bid Items provided and described below. The bid descriptions include all work necessary to complete the project, whether described in detail here or not. Full compensation for conforming to the provisions of this contract, beyond what is specified in the bid items herein, shall be considered as included in the prices paid for the various contract items of work involved, and no additional compensation



will be allowed therefore. This includes mobilization, demobilization, bonds, and permits.

1. Bid Item 1 – Base Rock Foundation Work. Work includes all site preparation, disposal of native materials, subgrade preparation, and furnishing and compacting Class 2 aggregate base material.

Base Rock Foundation Work 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 Base Rock Foundation Work, not specifically enumerated in the technical specifications, and no additional allowance will be made thereof.

2. Bid Item 2 – Concrete Work. Work includes installing concrete sidewalks, ramps, landings, and dowel connections.

Concrete Work shall be 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 work involved in Concrete Work, not specifically enumerated in the technical specifications, and no additional allowance will be made thereof.

3. Bid Item 3 – Electrical Work. Work includes all new electrical and IT facilities in the electrical room, connections within the electrical room, transformer, panel, exterior underground service conduit and fiber patch cable to mobile unit termination, electrical and communication pedestal, electrical service for coffee station, circuit modifications at the coffee area, and Electric Room wall penetrations.

Electrical Work 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 Electrical Work not specifically enumerated in the technical specifications, and no additional allowance will be made thereof.

4. Bid Item 4 – Kitchenette Work. Work includes furnishing and installing new appliances in both the Kitchenette and Coffee Station areas; installing the security enclosure at the Kitchenette area; minor water connection work, minor cabinetry modification work, and any framing and hanging modifications necessary.

Kitchenette Work 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 Kitchenette Work not specifically enumerated in the technical specifications, and no additional allowance will be made thereof.

#### **1.4 ACTIVITIES BY OTHERS**

- A. The contractor must be able to cooperate with and accommodate City personnel when normal daily operations require them to be at the same location as the contractor.
- B. Schedule the work with the construction manager and Water Dept. staff to minimize mutual interference and provide for site access.
- C. Cooperate with others to minimize interference and delays. When cooperation fails, submit recommendations, and perform work in coordination with work of others.

#### **1.5 COORDINATION OF WORK**

- A. Maintain overall coordination of the work.
- B. Obtain construction schedules from each subcontractor and require each subcontractor to maintain schedules and coordinate modifications.
- C. Work within the UFO building requires coordination with City staff to provide for both continued City support for the progress of work and for the continued operation of the facilities in its standard operations. All work is within an existing building or behind locked areas. The contractor shall coordinate access to their activities with the City. Additionally:
  - 1. The Contractor shall secure a Building Permit from the City of Santa Rosa. The Plans have been approved by the City. The Contractor needs to fulfill over the counter permit requirements.
  - 2. The layout of the structural support and of the Mobile Building electrical and data termination shall be coordinated with the Mobile Building supplier.
  - 3. The layout of equipment and conduit within the electrical room shall be coordinated with the City.
  - 4. Any shutdown of electricity shall be coordinated with the City and must be requested at least a week prior to the date of proposed shutdown.
  - 5. Subsequent to Base Rock Foundation work, Contractor shall coordinate with the Modular building supplier to allow for schedule float, for the delivery and installation of the modular building unit. The installation of the Concrete Work shall occur after the modular building has been installed.

**PART 2 - PRODUCTS** - Not applicable to this Section

**PART 3 - EXECUTION** - Not applicable to this Section

END OF SECTION  
01 10 00

## SECTION 01 41 00

### REGULATORY REQUIREMENTS

#### PART 1 GENERAL

##### 1.1 SUMMARY

##### 1.2 WATER POLLUTION CONTROL

Water Pollution Control shall be performed in accordance with Section 13, Water Pollution Control, of the Standard Specifications and these technical specifications. In addition, construction activities shall comply with:

1. The current California Water Quality Control Board, North Coast Region Order No. National Pollutant Discharge Elimination System Municipal Storm Water Permit, commonly referred to as the "Storm Water Permit". A copy of the Storm Water Permit is available for review at the City of Santa Rosa Transportation and Public Works Department, 69 Stony Circle, Santa Rosa, CA, and at [www.srcity.org/stormwaterpermit](http://www.srcity.org/stormwaterpermit).
2. The California Stormwater Quality Association Storm Water BMP Handbook for Construction (CASQA Handbook). BMPs shall be selected, installed and maintained in accordance with the latest edition. A copy of the handbook can be viewed at the City of Santa Rosa Department of Transportation and Public Works office at 69 Stony Circle or downloaded from CASQA, <http://www.casqa.org/>.

In this technical specification the CASQA Handbook BMP numbers are appended to the associated Standard Specification sections. If a conflict occurs the CASQA Handbook BMP's shall govern.

**Construction phase:** The construction phase starts at the start of job site activities and ends at Contract acceptance.

**Water Quality Monitoring Reports:** The Contractor shall complete and sign the Storm Water Correction Site Inspection form with the City as part of the Storm Water Permit. A copy of the Storm Water Correction Notice is included on the following page:

## STORM WATER CORRECTION NOTICE

FAILURE TO CORRECT BY DUE DATE MAY RESULT IN STOP WORK NOTICE!

PROJECT NAME: \_\_\_\_\_

JOB ADDRESS: \_\_\_\_\_

PROJECT / PERMIT #: \_\_\_\_\_ DATE: \_\_\_\_\_

☐ No storm water deficiencies identified.

**I HAVE INSPECTED THIS PROJECT SITE. THE FOLLOWING ISSUES AND DEFICIENCIES HAVE BEEN IDENTIFIED AND REQUIRE CORRECTIVE ACTION:**

**STORMWATER BMPs:**

- |   |   |                           |                         |
|---|---|---------------------------|-------------------------|
| <input type="checkbox"/> <b>Storm Drain Protection:</b> | Install   | Maintain                  | Replace                 |
| <input type="checkbox"/> <b>Perimeter Controls:</b>     | Install   | Maintain                  | Replace                 |
| <input type="checkbox"/> <b>Housekeeping:</b>           | Sweep   | Clean                     | Remove Garbage & Debris |
| <input type="checkbox"/> <b>Stockpiles:</b>             | Cover   | Perimeter Controls        | Remove                  |
| <input type="checkbox"/> <b>Debris Bins:</b>            | Cover   | Perimeter Controls        |                         |
| <input type="checkbox"/> <b>Tracking:</b>               | Clean-Up  | Install Tracking Controls |                         |
| <input type="checkbox"/> <b>Portable Toilet:</b>        | Secondary Containment Required  |                           |                         |
| <input type="checkbox"/> <b>Concrete:</b>               | Install BMPs for Pumper or Concrete Truck<br>Cover / Maintain Concrete Washout Containers |                           |                         |
| <input type="checkbox"/> <b>Sediment &amp; Erosion:</b> | Install Appropriate Controls  | Dust Controls             |                         |
| <input type="checkbox"/> <b>Other:</b>                  |   |                           |                         |

**\*ALL DEFICIENCIES MUST BE CORRECTED PRIOR TO NEXT RAIN EVENT OR NO LATER THAN DUE DATE, WHICHEVER IS SOONER.**

DATE REQUIRED (SEE NOTE\*): \_\_\_\_\_

INSPECTOR: \_\_\_\_\_ PH #: (\_\_\_\_) \_\_\_\_\_

CONTRACTOR SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

**Inspection Type:**    ☒ **Monthly** (Oct 1<sup>st</sup>-April 30<sup>th</sup>)  
                              ☒ **Pre-Rain** (Sept 1<sup>st</sup>-Oct 1<sup>st</sup>)

☐ **Deficiency Re-Inspection**  
☐ **Following First 0.25" Rain**  
(within 2 business days)

### 1.3 Water Pollution Control Program

**Submittals:** The program to control water pollution required to be submitted 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.

### 1.4 Storm Water Pollution Prevention Plan

This project is exempt from the State Water Resources Control Board General NPDES Permit for the Discharge of Storm Water related to Construction Activities (Construction General Permit), and not required to have a Storm Water Pollution Prevention Plan (SWPPP), therefore Section 13-3, Storm Water Pollution Prevention Plan, of the Standard Specifications does **not** apply to this project.

### 1.5 Job Site Management

**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 the Contractor does 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 the 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".

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

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

**Concrete Waste:** The 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.

**Sanitary and Septic Waste:** The Contractor shall also comply with CASQA Sanitary and Septic Waste Management (BMP WM-9). Sanitation facilities must 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.

**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.

**Water Control and Conservation:**

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

**Vehicle and Equipment Cleaning:**

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

**Vehicle and Equipment Fueling and Maintenance:**

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

**Sweeping:** The Contractor shall also comply with CASQA Street Sweeping and Vacuuming (BMP SE-7).

**1.6 Temporary Sediment Control**

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

**PART 2 - PRODUCTS** - Not applicable to this Section

**PART 3 - EXECUTION** - Not applicable to this Section

END OF SECTION  
01 41 00

## **SECTION 01 33 00**

### **SUBMITTAL PROCEDURES**

#### **PART 1 - GENERAL**

##### **1.1 SUMMARY**

- A. Section includes: Requirements and procedures for submittals.
- B. Related sections:
  - 1. The Contract Documents are complementary; what is called for by one is as binding as if called for by all.
  - 2. It is the Contractor's responsibility for scheduling and coordinating the Work of subcontractors, suppliers, and other individuals or entities performing or furnishing any of Contractor's Work.
  - 3. The following sections are related to the Work described in this Section. This list of related sections is provided for convenience only and is not intended to excuse or otherwise diminish the duty of the Contractor to see that the completed Work complies accurately with the Contract Documents:

##### **1.2 DEFINITIONS**

- A. Manufacturer's instructions: Instructions, stipulations, directions, and recommendations issued in printed form by the manufacturer of a product addressing handling, installation, erection, and application of the product; manufacturer's instructions are not prepared especially for the Work.
- B. Product data: Product data usually consists of manufacturers' printed data sheets or catalog pages illustrating the products to be incorporated into the project.
- C. Shop drawings: Shop drawings are prepared specifically for the project to illustrate details, dimensions, and other data necessary for satisfactory fabrication or construction that are not shown in the contract documents. Shop drawings could include graphic line-type drawings, single-line diagrams, or schedules and lists of products and their application.
- D. Submittals: Submittals are samples, product data, shop drawings, and others that demonstrate how Contractor intends to conform with the Contract Documents.

##### **1.3 GENERAL INSTRUCTIONS**

- A. Provide submittals that are specified or reasonably required for construction, operation, and maintenance of the Work.
- B. Provide submittal information from only 1 manufacturer for a specified product. Submittals with multiple manufacturers for 1 product will be rejected without review.

##### **1.4 SUBMITTAL ORGANIZATION**

- A. Fully indexed with a tabbed divider for every component.
- B. Sequentially number pages within the tabbed sections:
  - 1. Submittals that are not fully indexed and tabbed with sequentially numbered pages, or are otherwise unacceptable, will be returned without review.
- C. Organize submittals in the same order as the items are referenced, listed, and/or organized in the specification section.

D. Consolidate electronic format submittals with multiples pages into a single file.

## **1.5 SUBMITTAL COVER SHEETS**

- A. Submittal Transmittal Form is provided in Appendix A of this Section:
1. Substitute forms require Engineer approval based on forms providing the same information, statements, and certifications.
  2. Submittal Number Field: Required submittal numbering format:  
A unique number, sequentially assigned, shall be noted on the transmittal form accompanying each item submitted. Original submittal numbers shall have the following format: "XXX": where "XXX" is the sequential number assigned by the Contractor. Resubmittal shall have the following format: "XXX-Y": where "XXX" is the originally assigned submittal number and the "Y" is a sequential letter assigned for resubmittals, i.e., A, B, or C being 1st, 2nd, and 3rd resubmittals, respectively. Submittal 025-B for example is the second resubmittal of submittal 25.
  3. "From" Field: Provide name and address of company responsible for preparation of submittal. This could be General Contractor, subcontractor, supplier, manufacturer, etc.
  4. "Installation Location(s)" field list where item will be installed.
  5. "General Contractor Reviewer" Field: Verify that the General Contractor has reviewed the submittal by signature.
- B. Contractor sign and date submittals indicating review and approval:
1. Signature indicates Contractor certifies that they have satisfied submittal review responsibilities and constitutes Contractor's written approval of submittal.
  2. Submittals without Contractor's signature will be returned to the Contractor unreviewed. Subsequent submittal of this information will be counted as the first resubmittal.
- C. Attachments:
1. Specification section: Include with each submittal a copy of the relevant specification section, including relevant addendum updates:
    - a. Indicate in the left margin, next to each pertinent paragraph, either compliance with a check (✓) or deviation with a consecutive number (1, 2, 3).
    - b. Provide a list of all numbered deviations with a clear explanation and reason for the deviation.

## **1.6 SUBMITTAL CONTENT**

- A. Product Information:
1. Product Data:
    - a. Details:
      - 1) Supplier name and address.
      - 2) Subcontractor name and address.
    - b. Include:
      - 1) Catalog cuts.
      - 2) Bulletins.
      - 3) Brochures.
      - 4) Manufacturer's Certificate of Compliance: signed by product manufacturer along with supporting reference data, affidavits, and tests, as appropriate.



- 5) Manufacturer's printed recommendations for installation of equipment.
- 6) Quality photocopies of applicable pages from manufacturer's documents.

## **1.7 SUBMITTAL PROCEDURE**

- A. Contractor: Email submittal to City designated construction manager:
  1. Provide PDF document submittal as below:
  2. Timeliness: Schedule and make submissions in accordance with the requirements of the individual specification sections and in such a sequence as to cause no delay in Work.
  3. Contractor assumes risk of expense and delays when proceeding with work related to required submittals without review and acceptance.
- B. Engineer: Review submittal and provide response:
  1. Review description:
    - a. Engineer will be entitled to rely upon the accuracy or completeness of designs, calculations, or certifications made by licensed professionals accompanying a particular submittal whether or not a stamp or seal is required by Contract Documents or Laws and Regulations.
    - b. Engineer's review of submittals shall not release Contractor from Contractor's responsibility for performance of requirements of Contract Documents. Neither shall Engineer's review release Contractor from fulfilling purpose of installation nor from Contractor's liability to replace defective work.
    - c. Engineer's review of shop drawings, samples, or test procedures will be only for conformance with design concepts and for compliance with information given in Contract Documents.
    - d. Engineer can accept or reject any exception at their sole discretion.
  2. Review timeframe:
    - a. Except as may be provided in technical specifications, a submittal will be returned within 14 days.
    - b. When a submittal cannot be returned within the specified period, Engineer will, within a reasonable time after receipt of the submittal, give notice of the date by which that submittal will be returned.
    - c. Engineer's acceptance of progress schedule containing submittal review times less than those specified or agreed to in writing by Engineer will not constitute Engineer's acceptance of review times.
  3. Review responses: 1 copy of submittal will be returned to Contractor with one of the following reviewer's response:
    - a. Reviewed: No corrections noted:
      - 1) Contractor may proceed with the work described in the submittal.
    - b. Resubmittal not required: See comments and make corrections noted:
      - 1) Contractor shall incorporate all review comments into the work, but resubmittal of an amended submittal package is not required.
      - 2) Resubmit only the portion of package necessary to respond to Engineer's comments.
    - c. Correct and resubmit: See comments and make corrections noted:
      - 1) Contractor shall incorporate the review comments into a complete revised package and resubmit it for review.
    - d. Rejected: See comments:

- 1) Contractor shall develop a new submittal package with materials, equipment, methods, etc. that meet the requirements of the Contract Documents.
- e. Receipt acknowledged: Filed for record:
  - 1) Contractor has no further action required.
- C. Contractor: Prepare resubmittal, if applicable:
  1. Clearly identify each correction or change made.
  2. Include a response in writing to each of the Engineer's comments or questions for submittal packages that are resubmitted in the order that the comments or questions were presented throughout the submittal:
    - a. Acceptable responses to Engineer's comments are listed below:
      - 1) "Incorporated" Engineer's comment or change is accepted, and appropriate changes are made.
      - 2) "Response" Engineer's comment not incorporated. Explain why comments are not accepted or requested change is not made. Explain how requirements will be satisfied in lieu of comment or change requested by Engineer.
    - b. Reviews and re-submittals:
      - 1) Suppliers shall provide re-submittals which include responses to all submittal review comments separately and at a level of detail commensurate with each comment.
      - 2) Supplier responses shall indicate how the supplier resolved the issue pertaining to each review comment. Responses such as "acknowledged" or "noted" are not acceptable.
      - 3) Re-submittals which do not comply with this requirement may be rejected and returned without review.
      - 4) Contractor shall be allowed no extensions of any kind to any part of their contract due to the rejection of non-compliant submittals.
      - 5) Submittal review comments not addressed by the Contractor in re-submittals shall continue to apply whether restated or not in subsequent reviews until adequately addressed by the Contractor to the satisfaction of the reviewing and approving authority.
    - c. Any resubmittal that does not contain responses to the Engineer's previous comments shall be returned for Revision and Resubmittal. No further review by the Engineer will be performed until a response for previous comments has been received.
  3. Re-submittal timeframe:
    - a. Contractor shall provide re-submittal within 15 days.
    - b. When a re-submittal cannot be returned within the specified period, Contractor shall notify Engineer in writing.
  4. Review costs:
    - a. Costs incurred by Engineer as a result of additional reviews of a particular submittal after the second time it has been reviewed shall be borne by Contractor.
    - b. Reimbursement to Engineer will be made by deducting such costs from Contractor's subsequent progress payments.

## **1.8 CLOSEOUT SUBMITTALS - NOT REQUIRED**

**PART 2 - PRODUCTS** - Not applicable to this Section

**PART 3 - EXECUTION** - Not applicable to this Section

END OF SECTION  
01 33 00

APPENDIX A  
CONTRACTOR SUBMITTAL TRANSMITTAL FORM

**Engineer:**

**Submittal Number:**

**Contractor:**

**Package Number:**

**Date:**

**City Contract Number:**

<b>TO:</b>	
<b>From:</b> Submittal Preparer Name & Phone #	
Contact Person Name & Phone #	
<b>Installation Location(s):</b>	
<b>SPECIFICATION NO.</b>	<b>SUBJECT OF SUBMITTAL / EQUIPMENT SUPPLIER</b>

**Check Either (A) or (B):**

- ☐ (A) We have verified that the equipment or material contained in this submittal meets all the requirements specified in the project manual or shown on the contract drawings with no exceptions.
- ☐ (B) We have verified that the equipment or material contained in this submittal meets all the requirements specified in the project manual or shown on the contract drawings except for the following deviations (list deviations):

Certification Statement: By this submittal, I hereby represent that I have determined and verified all field measurements, field construction criteria, materials, dimensions, catalog numbers and similar data, and I have checked and coordinated each item with other applicable accepted shop drawings and all Contract requirements.

General Contractor's Reviewer's

Signature: \_\_\_\_\_

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

PM/CM Office Use

Date Received GC to PM/CM: \_\_\_\_\_

Date Received PM/CM to Reviewer: \_\_\_\_\_

Date Received Reviewer to PM/CM: \_\_\_\_\_

Date Sent PM/CM to GC: \_\_\_\_\_

## **SECTION 03 00 00 CONCRETE**

### **PART 1 GENERAL**

#### **1.2 SUMMARY**

A. Work Included:

1. This work shall consist of curbs, gutters, sidewalks, driveways, curb ramps, valley gutters, and their appurtenances and shall be constructed in accordance with the details and at the location shown on the plans, City Standards, and in conformance to the requirements of Section 73 of the City Specifications, and the Standard Specifications.

### **PART 2 PRODUCTS (NOT USED)**

### **PART 3 EXECUTION**

- a. Sidewalk shall be constructed in accordance with Section 73-1.07 of the City Standards.
- b. All concrete which is to be removed from sidewalk areas shall be removed to the nearest transverse score mark across the full width of sidewalk or construction joint or as directed by the Engineer.
- c. Soft or spongy base or subgrade material shall be removed and replaced with suitable material as required by the Engineer.
- d. New concrete shall be dowelled to the adjacent existing sidewalk. Dowels shall be 8-inch long # 4 dowels equally spaced 12"O.C.
- e. Sidewalks shall be cured in accordance with the requirements of Section 90-1.03B of the Standard Specifications except that you may substitute other than pigmented sealer upon approval in writing of such substituted sealer by the Engineer.
- f. Concrete with surface cracking exceeding a depth of 0.5 inches or 0.03 inches wide or a level change of 0.25 inches shall be removed and replaced at no additional cost to the City. Patching or any joint fillers are not allowed for repairs to damaged concrete.

END OF SECTION  
03 00 00

## **SECTION 26 00 00**

### **GENERAL ELECTRICAL REQUIREMENTS**

#### **PART 1 - GENERAL**

##### **1.1 SECTION INCLUDES**

- A. Work Included:
  - 1. Provide all required labor, project equipment and materials, tools, construction equipment, safety equipment, transportation, and test equipment, and satisfactorily complete all electrical work shown on the Drawings, included in these Specifications, or required for a complete and fully operating facility. In addition, provide wiring for the equipment that will be provided under other Divisions of these Specifications.
  - 2. Provide conduit, wire and field connections for all control devices, control panels and electrical equipment furnished under other Divisions. Coordinate with the supplier of electrical equipment specified under other Divisions.
  - 3. Auxiliary Devices: Provide conduit and wire for power and control for all auxiliary devices. Contractor shall be responsible for conduit and wire to these auxiliary devices even if not specifically shown on the Drawings or specified herein.
- B. Work Specified in Other Divisions:
  - 1. Division 17: Providing instruments and other process control equipment.
- C. Safety: Conduct operations in accordance with NFPA 70E, Standard for Electrical Safety Requirements for Employee Workspaces.

##### **1.2 CODE COMPLIANCE AND REFERENCE STANDARDS**

- A. Electric equipment, materials and installation shall comply with the National Electrical Code (NEC) and with the latest edition of the following codes and standards:
  - 1. National Electrical Safety Code (NESC)
  - 2. Occupational Safety and Health Administration (OSHA)
  - 3. National Fire Protection Association (NFPA)
  - 4. National Electrical Manufacturers Association (NEMA)
  - 5. American National Standards Institute (ANSI)
  - 6. Insulated Cable Engineers Association (ICEA)
  - 7. International Society of Automation (ISA)
  - 8. Underwriters Laboratories (UL)
  - 9. Factory Mutual (FM)
  - 10. Institute of Electrical and Electronics Engineers
  - 11. American Society of Testing Materials (ASTM)
  - 12. Local Telephone Company requirements
  - 13. Local Utility Company requirements
- B. Where reference is made to one of the above standards, the revision in effect at the time of bid opening shall apply.
- C. All materials and equipment for which a UL standard exists, shall bear a UL label. No such material or equipment shall be brought onsite without a UL label affixed.
- D. If the issue of priority is due to a conflict or discrepancy between the provisions of the Contract Documents and any referenced standard, or code of any technical society, organization or association, the provisions of the Contract Documents will take precedence if they are more stringent or presumptively cause a higher level of

performance. If there is any conflict or discrepancy between standard specifications, or codes of any technical society, organization or association, or between Laws and Regulations, the higher performance requirement shall be binding on the Contractor, unless otherwise directed by the Engineer.

- E. In accordance with the intent of the Contract Documents, the Contractor accepts the fact that compliance with the priority order specified shall not justify an increase in Contract Price or an extension in Contract Time nor limit in any way, the Contractor's responsibility to comply with all Laws and Regulations at all times.

### **1.3 SUBMITTALS**

- A. Shop Drawings shall be custom prepared for this project and submitted as listed in each of the Electrical Specification Sections. Shop drawings shall include the following:
  - 1. Complete materials list stating manufacturer, brand name and catalog number of each item or class of material.
  - 2. Shop drawings for grounding work not specifically indicated on the drawings but required under the NEC. Provide unique set of shop drawings for each site. Common drawings are not acceptable.
  - 3. Front elevations with dimensional data.
  - 4. Catalog cuts defining component data.
  - 5. Connection diagrams, terminal numbers, internal wiring diagrams, conductor size and cable numbers.
  - 6. Nameplates.
  - 7. Test reports.
- B. O&M Manuals and other documentation, shall be submitted in accordance with these contract documents. Separate and bound manuals shall be prepared for each site specifically for this installation and shall include catalog data sheets, drawings, equipment lists, descriptions, parts lists, etc. to instruct operating and maintenance personnel unfamiliar with such equipment. In addition to bound manuals, provide electronic copy of final O&M manual for each site. All manuals and other documentation shall be submitted as listed in each of the Electrical Specification Sections and include the following:
  - 1. O&M Title Sheet including the site name and site address.
  - 2. A comprehensive index.
  - 3. A complete "As-built" set of approved shop drawings.
  - 4. A complete list of the equipment supplied, including serial numbers, ranges and pertinent data.
  - 5. A table listing of the "as left" settings for all timing relays and alarm and trip set points.
  - 6. System schematic drawings "As-Built", illustrating all components, piping and electrical connections of the system supplied under this Section.
  - 7. Detailed service, maintenance and operation instructions for each item supplied.
  - 8. Special maintenance requirements particular to this system shall be clearly defined, along with special calibration and test procedures.
  - 9. The operating instructions shall also incorporate a functional description of the entire system, with references to the system's schematic drawings and instructions.
  - 10. Complete parts list with stock numbers, including spare parts.

- C. Record Drawings shall be promptly furnished when the equipment installation is complete. Payment may be withheld until Record Drawings have been furnished and approved.
- D. At the time of delivery of the equipment, the Contractor shall have an approved shop drawing in his possession for the Inspector and/or Engineer's verification.
- E. As-Built Drawings: As the work progresses, legibly record all field changes and actual field conditions on the corresponding set of submittal drawings, hereinafter called "As-Built Drawings". The As-Built Drawings and specifications shall be kept up to date throughout the project and shall be included in the final O&M Manual Submittals. As-Built Drawings shall accurately show the installed condition of the following items at a minimum:
  - 1. Control Wiring Diagram(s).
  - 2. Backpan Elevations.
  - 3. Existing field wiring and associated wiring tags.

#### **1.4 INSPECTIONS**

- A. Refer to specification section 17 010-1.7 Inspections.

#### **1.5 DEMOLITION AND RELATED WORK**

- A. General
  - 1. Perform electrical demolition work as indicated.
  - 2. Coordinate with City staff or Engineer and all trades regarding electrical deenergization, disconnection and removal, and the overall sequence of construction.
- B. Electrical Requirements for Removed Equipment
  - 1. Remove dedicated wiring and exposed conduits back to the source.
  - 2. Remove wiring that shares conduit with other equipment wiring.
  - 3. Remove power wiring from the removed equipment all the way to the power source.
  - 4. Remove wiring routed through encased conduits.
  - 5. Remove remote mounted starters, disconnect switches, circuit breakers, sensors and transmitters.
- C. Junction Boxes
  - 1. Wiring and conduits indicated to be extended shall be terminated in a new junction box with terminal strips.
  - 2. Provide a junction box with a NEMA rating in accordance with the area in which it is located and sized as required by the NEC.
  - 3. Properly identify wires and terminals before disconnection.
- D. Removed materials and equipment not indicated to be returned to the City shall, upon removal, become the Contractors' property and shall be disposed of off-site.
- E. Remove and relocate material and equipment indicated to be relocated or reused on the project drawings and reinstall with care in order to prevent damage.
- F. Place materials indicated to be returned to the City in boxes, with the contents clearly marked, and deliver to a location determined by the Engineer.

#### **1.6 COORDINATION**



- A. Coordinate the electrical work with the other trades, code authorities, utilities, and the Engineer.
- B. Where connections must be made to existing installations, properly schedule all the required work with the Engineer, including the power shutdown periods. Schedule and carry out shutdowns so as to cause the least disruption to operation of the plant and privately owned facilities.
- C. Submit a written sequencing request indicating the sequence and duration of activities to be performed during the plant shutdown.
- D. Switching, safety tagging and other project related tasks required for shutdown or to isolate existing equipment, shall be performed by the Contractor.
- E. In no case shall the Contractor begin any work in, on or adjacent to existing equipment without written authorization from the Engineer.
- F. Modifications
  - 1. Perform modifications or alterations to existing electrical facilities as required to successfully install and integrate the proposed electrical equipment as indicated.
  - 2. Perform modifications to existing equipment, panels and cabinets in a professional manner. Repair coatings of existing equipment to match existing undamaged areas.
  - 3. The costs for modifications to existing electrical facilities that are required for a complete and operable system shall be included as part of the Work.

## **1.7 LOCATIONS**

- A. General: Use equipment, materials and wiring methods suitable for the types of locations in which they are located, as defined in Paragraph B. herein.
- B. Definitions of Types of Locations:
  - 1. Dry Locations: All those indoor areas which do not fall within the definitions below for Wet, Damp, Hazardous, or Corrosive Locations and which are not otherwise designated on the Drawings.
  - 2. Wet Locations: All locations exposed to the weather, whether under a roof or not, unless otherwise designated on the Drawings.
  - 3. Damp Locations: All spaces wholly or partially underground or having a wall or ceiling forming part of a channel or tank, unless otherwise designated on the Drawings.
  - 4. Hazardous Locations: All areas in which fire or explosion hazards may exist, normally or accidentally, due to flammable gases or vapors, flammable liquids, combustible dust, or ignitable fibers or flyings. These areas are shown on the Drawings, together with the Class and Division designations as defined in the NEC, determining the enclosure types and wiring methods required.
  - 5. Corrosive Locations: Areas where chlorine or sulfur dioxide gas under pressure, sulfuric acid, or liquid polymer are stored or processed. These areas are shown on the Drawings.
- C. Unless otherwise specified herein or shown on the Drawings, electrical enclosures and associated installations shall have the following ratings:
  - 1. NEMA 1 gasketed or 12 for dry, non-process indoor above grade locations
  - 2. NEMA 3R for outdoor installations identified not to be hazardous or corrosive.
  - 3. NEMA 4X enclosures of Type 304 or 316 stainless steel in corrosive areas except in chlorine and HFS areas where non-metallic enclosures shall be provided.

4. NEMA 6 or 6P enclosures for submersible, indoor or outdoor use. Enclosures for temporary submersion shall be rated NEMA 6 and prolonged submersion shall be rated 6P at limited depth.
  5. NEMA 7 enclosures (and listed for use in the area classifications shown) for "Class 1 Div. 1 Group D" and "Class 1 Div. 2 Group D" hazardous locations shown on the Drawings or as defined in NFPA 820 or other codes.
  6. NEMA 9 enclosures (and listed for use in the area classifications shown) for "Class 1 Div. 1 Group E, F and G" and "Class 1 Div. 2 Group E, F and G" hazardous locations shown on the Drawings or as defined in NFPA 820 or other codes.
- D. Equipment, materials and installation in areas designated as hazardous on the Drawings shall comply with NEC Articles 500, 501, 502 and 503.
  - E. Equipment and materials installed in areas designated as hazardous on the Drawings shall be UL Listed for the appropriate hazardous area classification.

## **PART 2 - PRODUCTS**

### **2.1 GENERAL**

- A. Products that are specified by manufacturer, trade name or catalog number establish a standard of quality and do not prohibit the use of equal products of other manufacturers provided they are favorably reviewed by the Engineer prior to installation.
- B. It is the intent of these Specifications and Drawings to secure high quality in all materials and equipment in order to facilitate operation and maintenance of the facility. All equipment and materials shall be new and the products of reputable suppliers having adequate experience in the manufacture of these particular items. For uniformity, only one manufacturer will be accepted for each type of product. All equipment shall be designed for the service intended and shall be of rugged construction, of ample strength for all stresses, which may occur during fabrication, transportation, erection, and continuous or intermittent operation. All equipment shall be adequately stayed, braced and anchored and shall be installed in a neat and workmanlike manner. Appearance and safety, as well as utility, shall be given consideration in the design of details.
- C. All components and devices installed shall be standard items of industrial grade, unless otherwise noted, and shall be of sturdy and durable construction suitable for long, trouble-free service. Light-duty, fragile and competitive grade devices of doubtful durability shall not be used.
- D. Where a NEMA enclosure type is indicated in a non-hazardous location, use that type of enclosure despite the fact that certain modifications such as cutouts for control devices may negate the NEMA rating.
- E. Temperature Ratings of Equipment Terminations and lugs shall be rated for use with 75-degree C conductors. Wire sizes in the Contract Documents are based on NEC ampacity tables using the 75-degree C ratings.

### **2.2 MOUNTING HARDWARE**

- A. Miscellaneous Hardware
  1. Provide nuts, bolts and washers constructed of stainless steel.
  2. Provide threaded rods for trapeze supports constructed from continuous threaded galvanized steel, 3/8-inch diameter minimum.

## **PART 3 - EXECUTION**

### **3.1 REQUIREMENTS**

- A. All electrical installations shall conform to the codes and standards outlined in this Section.

### **3.2 WORKMANSHIP**

- A. Assign a qualified representative who shall supervise the electrical construction work from beginning to completion and final acceptance.
- B. Perform all labor using qualified craftsmen, who have had experience on similar projects. Provide first-class workmanship for all installations.
- C. Ensure that all equipment and materials fit properly in their installations.
- D. Perform any required work to correct improperly fit installations at no additional expense to the City.
- E. Provide materials and incidentals required for a complete and operable system, even if not required explicitly by the Contract Documents.
- F. Typical incidentals are terminal lugs not furnished with vendor-supplied equipment, compression connectors for cables, splices, junction and terminal boxes, and control wiring required by vendor-furnished equipment to connect with other equipment indicated in the Contract Documents.

### **3.3 CONDUCTOR IDENTIFICATION**

- A. Identify all wires and cables in conformance with the requirements of Sections 26 01 00, and 26 02 00. This requirement applies to all equipment provided under this contract, regardless of Division, as well as to all conductors provided or worked on during this contract.

### **3.4 CUTTING, DRILLING, AND WELDING**

- A. Provide any cutting, drilling, and welding that is required for the electrical construction work.
- B. Structural members shall not be cut or drilled, except when favorably reviewed by the Engineer. Use a core drill wherever it is necessary to drill through concrete or masonry.
- C. Provide the required welding for equipment supports. Conduits and fittings shall not be welded to structural steel.
- D. Perform patch work with the same materials as the surrounding area and finish to match.

### **3.5 EQUIPMENT PROTECTION**

- A. Exercise care at all times after installation of equipment, motor control centers, etc., to keep out foreign matter, dust, dirt, debris, or moisture. Use protective sheet-metal covers, canvas, heat lamps, etc., as needed to ensure equipment protection.

### **3.6 CLEANING EQUIPMENT**

- A. Before final acceptance, thoroughly clean the electrical Work of cement, plaster and other materials.

- B. Clean out and vacuum all construction debris from the bottom of all equipment.
- C. Provide and touch-up to original condition any factory painting that has been marred or scratched during shipment or installation, using paint furnished by the equipment manufacturer.
- D. Remove temporary tags, markers, stickers and the like.
- E. Remove all oil and grease spots with a non-flammable cleaning solvent by carefully wiping and scraping cracks and corners.
- F. Dispose of cleaning debris and refuse off-site.

END OF SECTION

26 00 00

## **SECTION 26 01 00**

### **ELECTRICAL RACEWAY SYSTEMS**

#### **PART 1 - GENERAL**

##### **1.1 SCOPE OF WORK**

- A. Furnish and install complete raceway systems as shown on the drawings and as specified herein.
- B. In the event that individual equipment loads provided are larger than indicated in the Contract Documents, revise raceways, conductors, starters, overload elements, and branch circuit protectors as necessary in order to control and protect the increased connected load in conformance to NEC requirements as part of the WORK.

##### **1.2 REFERENCE STANDARDS**

- A. American National Standards Institute (ANSI) Publications:
  - 1. C80.1 Specification for Zinc Coated Rigid Steel Conduit
  - 2. C80.5 Specifications for Rigid Aluminum Conduit
- B. Federal Specifications (FS):
  - 1. FS W C 1094 W C 1094A Conduit and Conduit Fittings, Plastic, Rigid
  - 2. FS WW C 540 WW C 540A Conduit, Metal, Rigid, (Electrical, Aluminum)
  - 3. WW C 540C Conduit, Metal, Rigid & Coupling, Elbow & Nipple, Electrical Conduit, Aluminum
  - 4. FS WW C 566 WW C 566C Flexible Metal Conduit
- C. National Electrical Manufacturers Association (NEMA) Publications:
  - 1. RN 1 Polyvinyl Chloride Externally Coated Galvanized Rigid Steel Conduit and Electrical Metallic Tubing
  - 2. TC2 Electrical Polyvinyl Chloride (PVC) Conduit
  - 3. TC 6 PVC and ABS Plastic Utilities Duct for Underground Installation
  - 4. TC14 Reinforced Thermosetting Resin Conduit (RTRC) and Fittings
- D. Underwriters Laboratories (UL) Standards:
  - 1. 6 Rigid Metal Electrical Conduit
  - 2. 6A Electrical Rigid Metal Conduit – Aluminum, Red Brass and Stainless Steel
  - 3. 360 Liquid-Tight Flexible Metal Conduit
  - 4. 651 Electrical Rigid Nonmetallic Conduit and Fittings
  - 5. 651A Type EB and A Rigid PVC Conduit and HDPE Conduit
  - 6. 2515 Aboveground Reinforced Thermosetting Resin Conduit

##### **1.3 SUBMITTALS**

- A. Submit complete catalog cuts of raceways, fittings, boxes, supports, and mounting hardware, marked where applicable to show proposed materials and finishes.

#### **PART 2 - PRODUCTS**

##### **2.1 GENERAL**

- A. Pull and junction boxes, fittings and other indicated enclosures that are dedicated to the raceway system shall comply with the requirements of this Section.
- B. Provide exposed conduit of 3/4-inch minimum trade size and encased conduit of 1-inch minimum trade size.
- C. The use of short sections of 1/2-inch flexible conduit for final termination of field control devices and instrumentation is permitted. They may not be longer than 36 inches in length, and may only transition to the smaller size junction boxes or conduits at the field device.

## **2.2 CONDUIT, RACEWAYS**

- A. Galvanized Rigid Steel Conduit (GRS) shall be manufactured from mild steel, hot-dip galvanized inside and out, conforming to ANSI C80.1 and UL 6. Couplings shall be threaded type. Manufacturers shall be Allied Tube and Conduit, Wheatland Tube or approved equal.
- B. PVC coated rigid steel conduit (PGRS) shall meet the requirements of GRS above. A PVC coating shall be bonded to the outer surface with a thickness not less than 40 mils. The inside surfaces and threads of the conduit shall be provided with a 2-mil urethane coating. PGRS shall be manufactured in accordance with UL-6, ANSO C80.1 and NEMA RN1. Manufacturers shall be Robroy Industries Perma-Cote or Plasti-Bond series, Thomas & Betts Ocal Blue or approved equal.
- C. Liquidtight Flexible Conduit shall be constructed of a flexible galvanized metal core with a sunlight-resistant thermoplastic outer jacket. Conduit shall be manufactured in accordance with UL 360. Flexible conduit in hazardous areas shall be rated for the Class, Division and Group in which it is installed. Manufacturers shall be Anaconda Sealtite, Electriflex Liqueflex or approved equal.
- D. Rigid Nonmetallic Conduit: Rigid nonmetallic conduit shall be PVC Schedule 40 (PVC 40) or PVC Schedule 80 (PVC 80) and sunlight resistant. Conduit shall be approved for underground use and for use with 90°C wires, and shall conform to NEMA TC-2 and UL 651. Manufacturers shall be Carlon, Cantex or approved equal.
- E. Fiberglass conduit shall be manufactured using the single circuit filament winding process. The resin shall be epoxy-based, with no fillers. All additives for increasing flame spread and lowering smoke density shall be halogen free. Conduit shall be manufactured in accordance with NEMA TC 14. Manufacturers shall be Champion Fiberglass, United Fiberglass or approved equal.

## **2.3 CONDUIT SUPPORTS**

- A. For indoor, dry locations, supports for individual conduits shall be galvanized malleable iron one-hole type with conduit back spacer. All other locations shall be Type 316 stainless steel.
- B. For indoor, dry locations, supports for multiple conduits shall be hot-dip galvanized Unistrut or Superstrut channels, or equal. All associated hardware shall be hot-dip galvanized. All other locations shall be Type 316 stainless steel.
- C. All channels, strut, threaded rods, nuts and clamps in corrosive areas shall be of epoxy resin reinforced fiberglass material. Provide Robroy, Superstrut, or equal.

## **2.4 FITTINGS**

- A. General
  - 1. For use with metallic conduit, provide cast and malleable iron fittings of the threaded type with 5 full threads.

2. Fittings
  - a. Provide fittings with neoprene gaskets and non-magnetic stainless steel screws.
  - b. Attach covers by means of holes tapped into the body of the fittings.
  - c. Covers for fittings attached by means of clips or clamps will not be accepted.
3. Terminations
  - a. In outdoor areas, terminate conduit in rain-tight hubs as manufactured by Myers, O.Z. Gedney, Appleton or approved equal.
  - b. In other than outdoor areas, provide sealed locknuts and bushings.
- B. Fittings for use with rigid steel shall be hot dipped galvanized steel or galvanized cast ferrous metal; access fittings shall have gasketed cast covers and be Crouse- Hinds Condulets, Appleton Unilets, or equal. Provide threaded-type couplings and connectors; set-screw type and compression-type are not acceptable.
- C. Fittings for use with aluminum shall be cast aluminum with less than 0.40 percent copper content, and suitable for use with aluminum conduit. Manufactures shall be O.Z. Gedney, Appleton, Crouse-Hinds or approved equal.
- D. Fittings for use with PVC-coated GRS conduit shall be PVC-coated that are the products of the same manufacturer as the conduit. Both male and female threads and internal surfaces shall contain a 2-mil urethane coating.
- E. Fittings for use with rigid nonmetallic conduit shall be PVC and have solvent-weldtype conduit connections. Boxes shall be manufactured of PVC or fiberglass reinforced polyester (FRP). Manufactures shall be Carlon, Crouse-Hinds, Hoffman or approved equal. If such are not available, then the Specification for PVC coated galvanized rigid steel fittings shall apply.
- F. Fittings for flexible conduit shall be Appleton Type ST, O.Z. Gedney Series 4Q, or approved equal.
- G. Fittings for use with fiberglass conduit shall be fiberglass and as recommended by the conduit manufacturer.
- H. Combination expansion-deflection fittings with internal grounding shall be installed where conduit movement is expected in more than one dimension, and where conduits transition out of structures in locations where differential settlement may occur. Combination expansion/deflection fittings shall be manufactured by Crouse-Hinds Type XJGD or approved equal.
- I. Expansion fittings with internal grounding shall be installed wherever exposed raceway cross building expansion joints. Expansion fittings shall be Crouse Hinds Type XLGSA or approved equal.
- J. Union couplings for conduits shall be the Erickson type and shall be Appleton Type EC, O.Z. Gedney 3-piece Series 4, or approved equal. Threadless couplings shall not be used.
- K. Bushings:
  1. Bushings shall be the insulated type.
  2. Bushings for rigid steel conduit shall be hot dip galvanized insulated grounding type, O.Z. Gedney Type HBLG, Appleton Type GIB, or approved equal.
- L. Conduit seals in hazardous areas shall have zinc electroplate and shall be Crouse-Hinds Type EYS or EZS; Appleton Type EYS, ESU, or EY series; or approved equal.
- M. Conduit seals in areas where chlorine, ammonia, sulfur dioxide and/or hydrofluosilicic areas shall be Link Seal or approved equal.

## 2.5 BOXES

- A. Boxes specified herein are for use with raceway systems only. Boxes used for housing electrical and instrumentation equipment shall be as described elsewhere in these Specifications.
- B. NEMA 1 Areas: NEMA 1 terminal boxes, junction boxes, pull boxes, etc. shall be either sheet or cast malleable iron or aluminum depending on raceway material. Boxes shall be suitable for wall mounting or have feet where self-standing. Boxes shall have continuously welded seams and welds shall be ground smooth. Box bodies shall be flanged and shall not have holes or knockouts. Box bodies shall not be less than 14 gauge metal and covers shall not be less than 12 gauge metal. All boxes shall have hinged gasketed doors with quarter turn latches or 3-point latch (single operator) system on enclosures larger than 36 inches wide or 32 inches tall. Terminal boxes shall be furnished with terminal mounting straps and brackets. Terminal blocks shall be NEMA type, not less than 20A, 600V. Boxes shall be Concept Series as manufactured by Hoffman Engineering Co. or approved equal.
- C. NEMA 4X Areas: NEMA 4X terminal boxes, junction boxes, pull boxes, etc. shall be Type 304 or 316 stainless steel. Boxes shall be suitable for wall mounting or have feet where self-standing. Boxes shall have continuously welded seams and welds shall be ground smooth. Box bodies shall be flanged and shall not have holes or knockouts. Box bodies shall not be less than 14 gauge metal and covers shall not be less than 12 gauge metal. All boxes shall have hinged gasketed doors with quarter turn latches or 3-point latch (single operator) system on enclosures larger than 36 inches wide or 32 inches tall. Terminal boxes shall be furnished with terminal mounting straps and brackets. Terminal blocks shall be NEMA type, not less than 20A, 600V. Boxes shall be Concept Series as manufactured by Hoffman Engineering Co. or approved equal.
- D. NEMA 7 Areas: Explosion-proof boxes shall be designed for the Class, Division and Group with which it is to be installed. Boxes shall have O-ring seals to meet NEM 4 requirements. Boxes shall be aluminum, with stainless steel hinged covers and stainless steel bolts. Boxes shall be as manufactured by Crouse Hinds Type EJB-N4, Appleton Electric, Adalet PLM or approved equal.
- E. Boxes for use in chemically corrosive areas shall be of rigid PVC. Construction shall be the same as specified for NEMA 4X areas as specified above.

## **2.6 WIREWAYS AND AUXILIARY GUTTERS**

- A. General: Wireways shall consist of a prefabricated channel-shaped trough with hinged or removable covers, associated fittings, and supports. Straight sections shall not be longer than 5 feet. Separate power, control, signal and communications cables by grounded metallic dividers in wireways or run in separate wireways. Cross-sectional dimensions shall be as indicated on the Drawings. Fittings shall consist of elbows, tees, crosses, and closing plates as required.
- B. Interior Locations: All components shall be constructed from sheet steel not less than 14 gauge and coated with a corrosion-resistant gray paint. Covers shall be held closed with hinges and clamps.
- C. Exterior Locations: Wireway and associated fittings shall be NEMA rated for the area in which it is to be installed. Wireways shall be supplied with gasketed closing end plates and gasketed hinged covers.
- D. Corrosive Locations: In corrosive locations provide enclosure type boxes for use as wireways. Enclosures and associated fittings shall meet NEMA 4X classifications and shall be manufactured from reinforced injection molded fiberglass or formed and welded



stainless steel and shall have gasketed closing plates and hinged and gasketed covers with spring loaded latches.

- E. Ground the steel and aluminum wireway bodies. Provide steel dividers with steel wireways or aluminum dividers with aluminum wireways, and ground by means of an individual grounding conductor.
- F. Terminate conduits in all wet and damp locations with rain-tight hubs as manufactured by O.Z. Gedney, Myers or approved equal. In finished areas, provide sealed locknuts and bushings.

## **2.7 CABLE TRAYS**

- A. Provide cable tray systems composed of straight sections, fittings, and accessories as defined in the latest NEMA Standards publication VE-1 - Ventilated Cable Tray.
  - 1. Provide cable trays and fittings shall constructed of steel, hot-dip galvanized after fabrication, aluminum OR stainless steel.
  - 2. Provide cable trays of the ladder type with 6, 9, OR 12-inch spacing, ventilated trough type OR solid trough type.
  - 3. Provide tray sizes with a 3, 4, 5 OR 6-inch minimum usable load depth, as indicated.
  - 4. Provide loading capacities that meet the NEMA weight classification with a safety factor of 1.5.
  - 5. In corrosive locations, provide cable trays manufactured of aluminum or stainless steel.
  - 6. Cable trays shall be manufactured by Husky, B-Line or approved equal.

## **2.8 CONDUIT SEALANTS**

- A. Moisture Barrier Types: Sealant shall be a non-toxic, non-shrink, non-hardening, putty type hand applied material providing an effective barrier under submerged conditions.
- B. Fire Retardant Types: Fire stop material shall be a reusable, non-toxic, asbestos free, expanding, putty type material with a 3 hour rating in accordance with UL 1479. Provide products indicated by the manufacturer to be suitable for the type and size of penetration.

## **PART 3 - EXECUTION**

### **3.1 CONDUIT, RACEWAY AND FITTING INSTALLATION**

- A. No wire shall be pulled until the raceway system is complete in all details; in the case of concealed work, until all rough plastering or masonry has been completed; in the case of exposed work, until the raceway system has been completed in every detail.
- B. From pull point to pull point, the sum of the angles of all of the bends and offsets shall not exceed 270 degrees.
- C. Coat threads with a conductive lubricant before assembly.
- D. Provide joints that are tight, thoroughly grounded, secure and free of obstructions by use of a mandrel. Adequately ream the conduit in order to prevent damage to the wires and cables inside. Use strap wrenches and vises to install the conduit in order to prevent wrench marks on the conduit. Any conduit with wrench marks shall be replaced.
- E. The ends of all conduits shall be tightly plugged to exclude dust and moisture during construction using a duct seal compound. Plugging with tape is prohibited, even for short

periods of time. Duct Seal compound shall be used in all applications, Thomas & Betts DUXSEAL sealing compound or equal.

- F. For power, control and signal circuits, provide conduit per Conduit Use Tables below, unless specifically indicated otherwise on the Drawings:
  - 1. Exception: For raceways leaving a building above grade and then going below grade, provide PVC-coated GRS from a point 3 feet above grade to a point 5 feet from the building wall.
- G. Unless boxes have cast, threaded hubs, provide insulated type metallic grounding bushings for metallic conduits at all boxes. Bond together all conduits to provide continuity of the equipment grounding system. Size bonding conductor per NEC.
- H. Provide flexible conduit in lengths of not more than 36 inches at connections to motors, valves and any equipment subject to vibration or relative movement. All flexible conduits, regardless of length or manufacturer rating, shall have a dedicated ground bonding conductor pulled through, whether it is included in the conduit fill schedules or not.
- I. Conduits embedded in concrete floors on grade shall be installed between grids of reinforcing steel, or shall be encased below the floors, provided the concrete is thickened in a manner satisfactory to the Engineer. Installation of conduit below the bottom of this slab is not acceptable; embedding or encasing is required.
- J. Damage to PVC coating of coated conduits or fittings shall be repaired with factory approved PVC patching material to the original factory condition.
- K. Install fiberglass conduit in accordance with the manufacturer's instructions. Connections between sections of conduit may be either glued or threaded, at the Contractor's option.
- L. Conduit Supports: Properly support all conduits as required by the NEC. Run all conduits exposed except where the Drawings indicate that they are to be embedded in the floor slab, walls, or ceiling, or to be installed underground.
  - 1. Exposed Conduits:
    - a. Support exposed conduits within 1 foot of any outlet and at intervals not exceeding NEC requirements; wherever possible, group conduits together and support on common supports. Support exposed conduits fastened to the surface of the concrete structure by one-hole clamps, or with channels. Use conduit spacers with one-hole clamps. Coordinate conduit locations with piping, equipment, fixtures, and with structural and architectural elements. Conduits attached to walls or columns shall be as unobtrusive as possible and shall avoid windows. Run all exposed conduits parallel to building lines. No diagonal runs will be accepted. Bends in parallel runs shall be concentric and shall be run straight and true.
    - b. Group together exposed conduits in horizontal runs located away from walls and support on trapeze hangers. Arrange such conduits uniformly and neatly. Trapeze hangers shall consist of channels of adequate size, suspended by means of minimum 3/8" diameter rods or other suitable means from the ceiling or from pipe hangers. Install such runs so as not to interfere with the operation of valves or any other equipment, and keep at least 6 inches clear of any pipe which may operate at more than 100°F. Treat cut surfaces or damaged ends with corrosion-resistant coatings such as "Devcon Z", prepared by Subox Coatings; "Galvanox Type I", prepared by Pedley-Knowles; or approved equal. Application shall follow manufacturer's recommendation.
- M. All penetrations through walls into or out of corrosive locations, as defined in Section 26 01 00 shall be made gas-tight. In concrete walls, pour concrete after the conduit is in

- place, if possible. If not, core drill concrete or CMU walls, install conduit and caulk around it with non-shrink grout. Install conduit seal in each conduit near the penetration.
- N. All conduit penetrations through interior walls and floors shall be sealed with fire retardant type conduit sealant.
- O. Conduit Seals:
1. Moisture Seals: Provide in accordance with NEC Paragraph 300.5(g).
  2. Gas Seals: Provide in accordance with NEC Paragraph 501.5.
- P. Aluminum conduit shall not be installed underground or encased in concrete. If necessary to run through concrete, install in a non-metallic conduit sleeve or use PVC coated conduit.
- Q. Rigid PVC conduit shall be stored on a flat surface and shielded from the sun.

**CONDUIT USE TABLE 1**

Circuit Type	Inside Buildings						
	Exposed			Concealed			
	Standard	Corrosive	Hazardous	Above Suspended Ceilings	In Stud Walls	Embedded In Concrete	Slab On Grade
Power & 120 Vac Control	GRS	PVC Coated GRS	PVC Coated GRS	PVC-80 or GRS	GRS	PVC-40 or PVC-80	PVC-40 or PVC-80
Signal	GRS	PVC Coated GRS	PVC Coated GRS	GRS	GRS	GRS	GRS

**CONDUIT USE TABLE 2**

Circuit Type	Outside Buildings			Transition
	Exposed	Buried In Soil	Duct Bank Encased In Concrete	Within 5 Feet of Building
Power & 120 Vac Control	PVC Coated GRS	PVC Coated GRS	PVC-40	PVC Coated GRS
Signal	PVC Coated GRS	PVC Coated GRS	GRS	PVC Coated GRS

Notes:

1. Generally, the Conduit Use Tables apply.
2. Signal circuits are those subject to RF interference or induced current. MSPs, TSPs, telephone cable, coaxial cable, and manufacturer's cables specially designed for low level signals are all presumed to be part of signal circuits.

### 3.2 WIREWAY INSTALLATION

- A. Straight sections and fittings shall be solidly bolted together to be mechanically rigid and electrically continuous. Dead ends shall be closed. Unused conduit openings shall be plugged.
- B. Wireways shall be supported every 5 feet.
- C. Wireways and auxiliary gutters shall not contain wiring or control devices and shall not extend over 30 feet in length.

END OF SECTION  
26 01 00

## **SECTION 26 02 00**

### **LOW VOLTAGE WIRE AND CABLE**

#### **PART 1 - GENERAL**

##### **1.1 SCOPE OF WORK**

- A. Furnish labor, materials, equipment and incidentals necessary to install wire and cable specified under this Section. Electrical work shall be in accordance with Section 26 00 00 – General Electrical Requirements.
- B. Work shall include building wire, cable, wiring connections and terminations and modular wiring systems.

##### **1.2 REFERENCE STANDARDS**

- A. American Society for Testing and Materials (ASTM):
  - 1. B3-74 Specification for Soft or Annealed Copper Wire
  - 2. B8-77 Specification for Concentric Lay Stranded Copper Conductors, Hard, Medium-Hard, or Soft
  - 3. B173-71 Specification for Rope Lay Stranded Copper Conductors Having Concentric Stranded Members
- B. Insulated Cable Engineers Association (ICEA):
  - 1. S-66-524 Cross-Linked Thermosetting Polyethylene Insulated Wire and Cable
- C. International Electrical Testing Association (NETA):
  - 1. ATS Acceptance Testing Specifications
- D. National Electrical Manufacturers Association
  - 1. WC-3 Rubber Insulated Wire and Cable for the Transmission and Distribution of Electrical Energy
  - 2. WC-5 Thermoplastic-Insulated Wire and Cable for the Transmission and Distribution of Electrical Energy
- E. Underwriters Laboratories (UL) Standards:
  - 1. 62 Flexible Cords and Fixture Wire
  - 2. 510 Insulating Tape
  - 3. 1063 Stranded Conductors for Machine Tool Wire

##### **1.3 SUBMITTALS**

- A. Submit the following material or equipment data:
  - 1. Each type of cable and wire to be used.
  - 2. Cable and wire splices
  - 3. Wire markers
  - 4. Pin and sleeve components – see paragraph 2.2.E below  
Note this submittal is necessary to be conveyed to the Modular Building contractor so that they purchase mating components – see Exhibit, page 2, Detail 5, Schematic Electrical Work.

## **1.4 DELIVERY, STORAGE AND HANDLING**

- A. The Contractor shall protect all cable and wire from being damaged at all times.
- B. Cable ends shall be protected from water entry in accordance with the manufacturer's recommended procedures. Cable ends shall not be left open in manholes or other locations subject to submergence. If the cable ends become submerged prior to splicing or termination, the cables shall be replaced in their entirety.
- C. Cables shall be pulled into raceways in accordance with the manufacturer's requirements. Under no circumstances shall cable pulling tensions exceed the manufacturer's written instructions.
- D. Wire pulling lubricant, where needed, shall be UL approved.

## **PART 2 - PRODUCTS**

### **2.1 CONDUCTORS**

- A. General: Conductors, include grounding conductors, shall be stranded copper. Aluminum conductor and/or solid conductor wire and cable will not be permitted. Insulation shall bear the UL label, the manufacturer's trademark, and identify the type, voltage, and conductor size. Conductors except flexible cords and cables, fixture wires, and conductors that form an integral part of equipment such as motors and controllers shall conform to the requirements of Article 310 of the National Electric Code, latest edition, for current carrying capacity. Flexible cords and cables shall conform to Article 400, and fixture wires shall conform to Article 402. Wiring shall have wire markers at each end.
- B. Power and Control Conductors, 600 Volts and Below:
  - 1. Solid copper wires shall be 600 volt Type XHHW, sizes #12 and #10 AWG for use with lighting and receptacle circuits only.
  - 2. Stranded copper wire for power circuits shall be 600 volt Type XHHW or RHW, Class B stranding, sizes #12 AWG and larger.
  - 3. Stranded copper wire for control circuits shall be 600 volt Type XHHW or RHW, Class B stranding, size #14 AWG.
  - 4. Control wires inside panels and cabinets shall be machine tool grade type MTW, UL approved, rated for 90 degrees C at dry locations, size #18 AWG or larger.
  - 5. Fixture wire shall be 600 volt, silicone rubber insulated, 200°C, UL Type SF 2, with stranded copper conductors.
  - 6. Cords shall be 600 volt, 2 conductors plus ground, Type SO, hard service, of adequate length and with grounding type plug attached, rated in amperes as shown on the Drawings.
  - 7. Conductors for feeders as defined in Article 100 of the NEC shall be sized to prevent a voltage drop exceeding 3 percent at the farthest outlet of power, heating, and lighting loads, or combinations of such loads, and where the maximum total voltage drop on both feeders and branch circuits to the farthest connected load does not exceed 5 percent.
  - 8. Conductors for branch circuits as defined in Article 100 of the NEC shall be sized to prevent voltage drop exceeding 3 percent at the farthest connected load or combinations of such loads and where the maximum total voltage drop on both feeders and branch circuits to the farthest connected load does not exceed 5 percent.

C. Tray Cable, 600 volt and Below:

1. Multi-conductor tray cable shall be rated 600 volts, listed by UL as Type TC cable per Article 336 of the NEC. Each cable conductor shall be insulated with XHHW-2 type insulation rated at 600 volts. The individual conductors shall be twisted together and jacketed with a PVC outer covering containing a UL label and necessary identification, including the manufacturer, the number of conductors, size, XHHW-2 insulation, sunlight-resistant and other pertinent information.
2. Conductor sizes shall be the same as for power and control as noted above.

## **2.2 SPLICES AND TERMINATIONS OF CONDUCTORS**

A. Splices:

1. Wire and Cable Splicing Materials and Applications:
  - a. For Lighting Systems and Power Outlets: Wire nuts shall be twist on type insulated connectors utilizing an outer insulating cover and a means for connecting and holding the conductors firmly. They shall be UL listed and suitable for connecting two to four solid copper conductors of #14 or #12 AWG size or two or three #10 AWG solid copper conductors.
  - b. All Equipment: Crimp type connectors shall be insulated type with nylon jacket, suitable for the size and material of the wires and the number of wires to be spliced and for use with either solid or stranded conductors. They shall be UL listed.
  - c. Equipment and Power Conductors: Bolted pressure connectors shall be suitable for the size and material of the conductors to be spliced. They shall be UL listed and of the split bolt or bolted split sleeve type in which the bolt or set screw does not bear directly on the conductor.
  - d. All Equipment: Epoxy splice kits shall include epoxy resin, hardener, and mold, and shall be suitable for use in wet locations and hazardous locations.

B. Terminations:

1. Low Voltage Terminations:
  - a. Crimp type terminals shall be UL listed, self-insulating sleeve type, with ring or rectangular type tongue, suitable for the size and material of the wire to be terminated, and for use with either solid or stranded conductors.
  - b. Terminal lugs shall be UL listed and of the split bolt or bolted split sleeve type in which the bolt or set screw does not bear directly on the conductor. Tongues shall have NEMA standard drilling.
  - c. Crimp with manufacturer recommended ratchet-type tool with calibrated dies. Hand crimping tools are not acceptable.

C. Tape used for splices and terminations shall be compatible with the insulation and jacket of the cable and shall be of plastic material. Tape shall conform with UL 510. Varnished cambric, rubber and thermoplastic tape shall be used for all split bolt terminations.

D. Wire markers shall be heat shrink type (Raychem; T&B; or equal) and heat shrunk when installed. Wire identification numbers shall be permanently imprinted on the markers. In locations which are not practical for heat shrink type labels, such as conduit bodies and small pull boxes, machine-printed, adhesive backed wire markers shall be used. Markers

shall be custom-printed with the full identification string. Individual character markers and clip-on wire markers are not acceptable.

- E. As noted on the Exhibits, page 2, detail 5, Schematic Electrical Work, this Single Line Drawing calls out a connector between the underground Conduit to the Modular Building. The connector shall be 4 conductor #1 SEW cable with pin and sleeve at all terminus. The pin and sleeve shall be KILLARK VERSAMATE series 150 amp 4P3W.

## **PART 3 - EXECUTION**

### **3.1 CONDUCTOR INSTALLATION**

- A. The Contractor shall provide, terminate and test all power, control, and instrumentation conductors.
- B. The Contractor shall, as a minimum, provide the number of control wires listed in the conduit schedule or on the Contract Drawings. Excess wires shall be treated as spares for future use.
- C. Conductors shall not be pulled into any raceway until raceway has been cleared of moisture and debris.
- D. Wire in panels, cabinets, and wireways shall be neatly grouped using nylon tie straps and shall be neatly fanned out to terminals.
- E. Single conductor cable in cable trays shall be No. 1/0 or larger and shall be of a type listed and marked for use in cable trays. Tray cable smaller than 1/0 shall be multi-conductor, with outer jacket.
- F. Provide the following types and sizes of conductors for the uses indicated for 600 volts or less:
  - 1. Solid Copper, Sizes #12 and #10 AWG: As shown on the Drawings for circuits for receptacles, switches and light fixtures with screw-type terminals.
  - 2. Stranded Copper, Size #14 AWG and Larger, Individual Conductors or control cable (CC): As shown on the Drawings for the control of motors or other equipment. Size #14 shall not be used for power supplies to any equipment.
  - 3. Stranded Copper, Sizes #12 AWG and Larger: As shown on the drawings for motors and other power circuits.
  - 4. Stranded Copper, #6 AWG and Larger.
  - 5. Fixture Wire: For connections to all fixtures in which the temperature may exceed the rating of branch circuit conductors.
- G. Color Coding: All wire shall be coded with specific colors infused in the conductor insulation at the time of manufacture. Colors consistent with current installations within Water Dept. If a conductor is specified in a gauge not available with integrally colored insulation, it shall be marked by the Contractor at the time of installation using colored electrical coding tape or an approved marking paint. Where tape or paint is used as the conductor identification system, it shall clearly distinguish the conductor over its entire exposed length in all junction boxes, manholes, conduit bodies, or other accessible intermediate locations, and at every termination. All wiring shall conform to the following wiring color code:

SYSTEM	CONDUCTOR	COLOR
120/240 Volt AC, 1-Phase, 3 Wire	Neutral Line 1 Line 2	White Black Red
120/208 Volt AC, 3-Phase, 4 Wire;	Neutral Phase A Phase B Phase C	White Black Red Blue

- H. Exercise care in pulling wires and cables into conduit or wireways so as to avoid kinking, putting undue stress on the cables or otherwise abrading them. No grease will be permitted in pulling cables. Only soapstone, talc, or UL listed pulling compound will be permitted. The raceway construction shall be complete and protected from the weather before cable is pulled into it. Swab conduits before installing cables and exercise care in pulling, to avoid damage to conductors.
- I. Wrap all cables in manholes with fireproofing tape. Extend tape 1-inch into ducts.
- J. Cable bending radius shall be per applicable code. Install feeder cables in one continuous length unless splices are favorably reviewed.
- K. Provide an equipment grounding conductor, whether or not it is shown on the Drawings, in any flexible conduit or any raceway in which all or any portion of a run consists of non-metallic duct or conduit. For flexible conduit, an external bonding jumper is an acceptable alternative.
- L. In panels, bundle incoming wire and cables, No. 6 AWG and smaller, lace at intervals not greater than 6 inches, neatly spread into trees and connect to their respective terminals. Allow sufficient slack in cables for alterations in terminal connections. Perform lacing with plastic cable ties or linen lacing twine. Where plastic panel wiring duct is provided for cable runs, lacing is not necessary when the cable is properly installed in the duct.
- M. For cables crossing hinges, utilize extra flexible stranded wire, make up into groups not exceeding 12, and arrange so that they will be protected from chafing and excess flexing when the hinged member is moved.

### 3.2 CONDUCTOR SPLICES AND TERMINATIONS

- A. Splices: Install all conductors without splices unless necessary for installation, as determined by the Engineer. Splices, when permitted, and terminations shall be in accordance with the splice or termination kit manufacturer's instructions. Splice or terminate wire and cable as follows:
  - 1. Watertight Splices: Splices in concrete pullboxes, for any type of cable or wire, shall be watertight and rated for continuous submergence. Make splices in low voltage cables using epoxy resin splicing kits rated for application up to 600 volts.
- B. Terminations:



1. Terminate stranded #14 wire using crimp type terminals where not terminated in a box lug type terminal. Terminals must be coordinated with type of terminal board where provided.
2. Excess control wire shall be long enough to terminate at any terminal block in the enclosure, be properly taped, be identified with origin and be neatly coiled.

### **3.3 CONDUCTOR IDENTIFICATION**

- A. Except for interior lighting and receptacle circuits, identify each wire or cable at each termination and in each pullbox, junction box, handhole, and manhole using numbered and lettered wire markers. All electrically common conductors shall have the same number. Each electrically different conductor shall be uniquely numbered. Identify panelboard circuits using the panelboard identification and circuit number. Identify motor control circuits using the equipment identification number assigned to the control unit by the motor control center manufacturer and the motor control unit terminal number. Identify other circuits as shown in the circuit schedule or as favorably reviewed by the Engineer.
- B. Conductors between terminals of different numbers shall have both terminal numbers shown at each conductor end. The terminal number closest to the end of the wire shall be the same as the terminal number.

END OF SECTION  
26 02 00

## SECTION 27 02 00

### IT AND CONTROLS

#### PART 1 - GENERAL

##### 1.1 SCOPE OF WORK

- A. Furnish labor, materials, equipment and incidentals necessary to conduit, connector and junction box for owner installed cable. Work shall be in accordance with Specification 26 01 00 – General Electrical Requirements.

##### 1.2 SUBMITTALS

- B. Submit the following material or equipment data:
  - 1. Conduit to be used.
  - 2. Connector
  - 3. Junction Box

##### 1.3 DELIVERY, STORAGE AND HANDLING

- A. The Contractor shall protect all products from being damaged at all times.

#### PART 2 - PRODUCTS

##### 2.1 CONDUITS

- A. See Electrical Specifications.

##### 2.2 FIBER

- A. Multi-mode Fiber

##### 2.3 TERMINATIONS OF CONDUIT

- A. Junction Box:
  - 1. NEMA 3 : See Electrical Specifications

##### 2.4 CONNECTOR

- A. L-Com IP66/67 Duplex Fiber LC Connector, **No approved Equal**
  - 1. The plug comes with two Singlemode LC fiber connectors, industrial plug housing, specialized fiber bend relief boot and heavy duty strain relief crimp components.

#### PART 3 - EXECUTION

##### 3.1 IT AND CONTROLS

- A. Provide conduit as note in the Exhibit.
- B. Terminate Conduit on Contractor furnished post with a Junction Box and Connector.

- C. Fill fiber shall be 3 pairs of multi-mode fiber from the UFO server room to the pedestal, terminate with 1 pair with the female multi-mode waterproof connector. The remaining pairs are to be left unterminated. The connection will be tested to ensure proper connectivity and data throughput.
- D. Provide two fiber patch cables with both ends terminated with the male connector listed above. The fiber patch cables shall be weatherproof and crushproof, and able to be coiled to a reasonable size for storage and transportation. Patch cables will be 30 feet each.

END OF SECTION  
26 02 00

**SECTION 31 23 00**  
**EXCAVATION AND FILL**

**PART 1 - GENERAL**

**1.1 SCOPE OF WORK**

- A. Remove, furnish and install all Excavation and Fill shown on the Exhibits including labor, materials, equipment and incidentals necessary.

**1.2 SUBMITTALS**

- A. Submit the following material or equipment data:
  - 1. Aggregate Base

**PART 2 - PRODUCTS**

**2.1 Materials**

- A. Class II Aggregate Base shall be  $\frac{3}{4}$ " maximum, shall be placed and compacted conforming to the provisions in Section 26, "Aggregate Bases," of the Standard Specifications. The minimum sand equivalent shall be 31 for any individual test.

**PART 3 - EXECUTION**

**3.2 GENERAL**

- A. All work shall be placed and compacted conforming to the provisions in Section 26, "Aggregate Bases," of the Standard Specifications

**3.1 SUGGRADE PREPARATION**

- A. The Contractor shall excavate native materials as shown on the layout, Exhibit page 1.
- B. Grading tolerance shall be 0.1' or less.

**3.2 FILL**

- A. The Contractor shall install Class 2 Aggregate Base as shown on the layout, Exhibit pg 1.
- B. 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.
- C. The surface of the finished aggregate base 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.

**3.3 REMOVED MATERIALS**

- A. All removed native soil, shall become the property of the Contractor and shall be immediately off hauled. None of the removed materials shall be dumped or stockpiled on the work site. The Contractor shall dispose of all removed materials at a recycler for this material.
- B. Irrigation or other facilities (streetlight conduit) may be encountered during pathway removal. The Contractor shall exercise care in these areas and repair any damage done by their operations at no additional cost to the City.
- C. The Contractor may **elect** to deposit all trench spoils generated outside of the stationing limits considered contaminated and that exhibit no signs of contamination on City property located at West College Pond #2, 35 Stony Point Road, Santa Rosa, CA. Pond #2 is an abandoned holding pond with an earthen bottom. Access into and around the pond is directly affected by weather conditions. The Contractor should anticipate no access during rain events. The Contractor shall investigate site conditions and plan accordingly. For site visit coordination, contact Tracy Duenas at 707-543-3952. Should Pond #2 be used for disposal of excess trench spoils, the Contractor's operations shall meet the following requirements:
  - a. Soils are free of any oils, asphalt, concrete, metal, pipe material, vegetation, or any other deleterious materials. Soil particle size shall be limited to a maximum dimension of 6". It is the contractor's responsibility to make sure spoils are free of debris. All debris found will need to be picked up and disposed of properly. No stockpiling of debris other than in approved water tight containers.
  - b. The quantity of trucks and estimated volume of soil deposited will be tracked. Truck drivers will be required to sign a log on mail box adjacent to access gate and be subject to periodic inspections to insure that only soil from this project is deposited in Pond #2. Any excess trench spoils placed in Pond #2 not associated with this project will be cause for terminating Contractor's option to deposit excess trench spoils on City property.
  - c. Soil beneath asphalt that was previously oiled for paving is not allowed.
  - d. Disposal shall be limited to Monday through Friday between the hours of 7:00 a.m. and 4:30 p.m. unless inspector makes special arrangements with local staff.
  - e. Contractor shall prevent the tracking of material from disposal location onto any and all paved surfaces. Should tracking become evident sweeping will be required at the Contractors cost no later than the end of day, no exceptions. Dust control shall be provided at all times/as needed in accordance with Section 10 of these Special Provisions.
  - f. 48 hour advanced notice is required to project inspector/city inspector and UFO Utility Management.
  - g. The City shall reserve the right to unconditionally suspend or revoke disposal at any time at no Cost to the City.
  - h. The disposal site access is directly affected by weather conditions. The Contractor should anticipate no access during and for some time after rain events, unless wet weather site conditions are met at Contractor's expense. Any improvements become the property of the Utilities Department.
  - i. The idling limits on In-Use Off-Road Diesel Vehicles in Section 2449 (d) (3) in Title 13, article 4.8, Chapter 9, California Code of Regulations (CCR) shall be effective and enforceable.

- j. Haul Route shall be through the City Municipal Service Yard 15 MPH speed limits, stopping at all crosswalk/stop signs. No trucks shall access the site via any other route.
- k. Import soil shall be placed and compacted at 85% relative compaction. Soil shall not be placed higher than one foot below the top of the existing pond berms. Soil shall be sloped, toward the center of the pond, with minimum slopes of 2% and maximum slopes of 5:1.

END OF SECTION  
31-23-00

## **SECTION 45 15 00**

### **FOOD EQUIPMENT**

#### **PART 1 - GENERAL**

##### **1.1 SCOPE OF WORK**

- B. Furnish and install all equipment shown on the Exhibits including labor, materials, equipment and incidentals necessary for equipment's full function.

##### **1.2 SUBMITTALS**

- B. Submit the following material or equipment data:
  - 1. Refrigerator.
  - 2. Freezer
  - 3. Food Warmer
  - 4. Microwave
  - 5. Counter and Shelving
  - 6. Security Enclosure
  - 7. Coffee Maker
  - 8. Mini Refrigerator

##### **1.4 DELIVERY, STORAGE AND HANDLING**

- A. The Contractor shall protect all equipment from being damaged at all times.

#### **PART 2 - PRODUCTS**

##### **2.1 FOOD EQUIPMENT**

- A. The Contractor shall provide the following Equipment for the Kitchenette Area and Coffee Area.
- B. Refrigerator – reach-in, two-section, (2) stainless steel doors, (6) PVC coated adjustable wire shelves, interior lighting, stainless steel front, aluminum sides, aluminum interior with stainless steel floor, 4" castors, R290 Hydrocarbon refrigerant, 1/2 HP, 115v/60/1-ph, 5.4 amps, NEMA 5-15P, cULus, UL EPH Classified, ENERGY STAR®
  - i. Glass doors – TGN-2R-2G
- C. Freezer - reach-in, one-section, stainless steel doors, (4) PVC coated adjustable wire shelves, interior lighting, stainless steel front, aluminum sides, aluminum interior with stainless steel floor, 4" castors, R290 Hydrocarbon refrigerant, 1 HP, 115v/60/1-ph, 9.3 amps, NEMA 5-15P, cULus, UL EPH Classified, ENERGY STAR®
- D. Food Warmer - reach-in, one-section, glass face doors, 3 adjustable wire shelves, interior lighting, stainless steel front, aluminum sides, stainless steel interior, 4" castors, 115v/60/1-ph, 7.8 amps, 850w, NEMA 5-15P,
- E. Microwave – 0.9 cf volume, 1000w, stainless steel with push button control
- F. Counter and shelving – 48" width by 30" depth, Stainless Steel table w 2 chrome wire undershelves
- G. Folding Security Closure – Mobile Flex International Inc. System S-126 (Open Style) or equal, secure lockable.

- H. Coffee Maker – 12 Cup Commercial Coffee Maker Auto Filling Drip Coffee Maker Machine with 3 Glass Carafes 3 Warmers Stainless Steel Pour Over Coffee Brewer with Hot Water Dispenser – NUPANT NUP-BD3 or equal.
- I. Mini Refrigerator- 1.8 cf, 115v, 0.9A

### **PART 3 - EXECUTION**

#### **3.1 KITCHENETTE AREA**

- A. The Contractor shall install the equipment as shown on the layout, Exhibit page 3.
- B. The Contractor shall install the Security Enclosure as shown on the Exhibit page 3. including any support and framing necessary to install to manufacturer's requirements, a secure folding closure.

#### **3.2 COFFEE AREA**

- A. The Contractor shall install the equipment as shown on the layout, Exhibit page 3.
- B. The Contractor shall install water connection to the Coffee Maker.
- C. The Contractor shall complete new electrical circuit to the area and new outlet as shown on the Exhibit.
- D. The Contractor shall remove or modify cabinet door(s) as necessary.

END OF SECTION  
45-15-00



## **A - FEES AND PERMITS**

The Contractor shall obtain a Building Permit for this project. The City has arranged for payment of the plan check and permit fees and the permit is available for pick up by the Contractor at City Hall, Community Development Dept, 100 Santa Rosa Avenue, Room 3, after award of the contract by the City of Santa Rosa, reference Permit Number XXXX. Contractor shall coordinate acquiring permit through XXXX at (707) 543-XXXX. The approved permit shall be issued in Contractor's name. Contractor shall be responsible for complying with all building permit requirements, scheduling all inspections and obtaining final permit sign-offs at the completion of the project. Project retention will not be released to the Contractor until after the final sign-off of the permit by the City.

Full compensation for securing, complying with and the cost of 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.

The Contractor shall be fully informed of the requirements of the permits as well as all rules, regulations, and conditions that may govern operations. The Contractor shall conduct operations accordingly and comply with all permits.

- ①. INSTALL 4' WIDE SIDEWALK (PER STD-237), DOWEL TO EXISTING SIDEWALK - 6' LENGTH STARTING 1' FROM EXISTING FENCE AND 10' LENGTH STARTING 57' FROM EXISTING FENCE. (CONSTRUCT SLABS AFTER MODULAR BUILDING IS PLACED, SEE SPECS.)
- ②. REMOVE 12" THICK EXISTING NATIVE SOIL AND VEGETATION, COMPACT SUBGRADE TO 90% RC, INSTALL 16'X66' CLASS-2 AB PAD AT 95% RELATIVE COMPACTION AGAINST THE EXISTING SIDEWALK AND 1' NORTH OF FENCE, SEE SECTION A-A, SUBGRADE AT 90% MINIMUM RELATIVE COMPACTION
- ③. USE CAUTION DIGGING AROUND EXISTING IRRIGATION LINES.

