

(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 Worksites(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

15. Authorized Work Days and Hours.

15.1 Authorized Work Days. Except as expressly authorized in writing by City, Contractor is limited to performing Work on the Project on the following days of the week, excluding holidays observed by City: Monday through Friday

15.2 Authorized Work Hours. Except as expressly authorized in writing by City, Contractor is limited to performing Work on the Project during the following hours: 8:00 a.m. to 4:00 p.m.

16. Normal Weather Delay Days. This provision is intended to supplement the requirements of General Conditions Section 5.2 on Schedule Requirements and Section 5.3 on Delays and Extensions of Contract Time. Based on historic records for the Project location, Contractor's schedule should assume the following number of normal Weather Delay Days for each month:

Month	# Normal Weather Delay Days
January	10
February	10
March	12
April	8
May	4
June	2
July	1
August	1
September	2
October	5
November	8
December	13

Weather Delay Days which do not occur during a given month based on the number of days allocated for that month (above) do not carry over to another month.

17. Construction Manager Role and Authority. Green Valley Consulting Engineers is the Construction Manager for this Project. The Construction Manager will assist City in the management of the construction of the Project. The Construction Manager may perform services in the areas of supervision and coordination of the work of Contractor and/or other contractors, scheduling the Work, monitoring the progress of the Work, providing City with evaluations and recommendations concerning the quality of the Work, recommending the approval of progress payments to Contractor, or other services for the Project in accordance with the Construction Manager's contract with City.

17.1 Communications. Contractor must submit all notices and communications relating to the Work directly to the Construction Manager in writing, as follows:

Mimi Arvin
MimiA@GValley.com

With a copy to the Engineer:

Peter Porata
pporata@srcity.org

Timothy Bernard
tbernard@srcity.org

- 17.2 On-Site Management and Communication Procedures.** The Construction Manager will provide and maintain a management team on the Project site to provide contract administration as an agent of City, and will establish and implement coordination and communication procedures among City, the Design Professional, Contractor, and others.
- 17.3 Contract Administration Procedures.** The Construction Manager will establish and implement procedures for reviewing and processing requests for clarifications and interpretations of the Contract Documents, Shop Drawings, samples, other submittals, schedule adjustments, Change Order proposals, written proposals for substitutions, payment applications, and maintenance of logs.
- 17.4 Pre-Construction Conference.** Contractor will attend the pre-construction conference, during which the Construction Manager will review the Contract administration procedures and Project requirements.
- 17.5 Contractor's Construction Schedule.** The Construction Manager will review Contractor's construction schedules and will verify that each schedule is prepared in accordance with the requirements of the Contract Documents.
- 18. Survey Staking.** Contractor is not responsible for providing the construction stakes for the Project. Contractor will coordinate directly with the Engineer for City-provided construction stakes. Contractor must submit a written request for staking to the Engineer at least four Working Days in advance of the date and time stakes are needed for the Work. Contractor must promptly notify the Engineer of any discrepancies found between City-provided staking and information provided by the Contract Documents. Contractor must preserve any City-provided construction stakes. If City is required to replace City-provided construction stakes, Contractor will be responsible for the cost thereof, which may be deducted from payments otherwise due to Contractor.
- 19. Mitigation Measures and Environmental Protection Requirements.** Contractor must implement and comply with the mitigation measures and environmental protection requirements applicable to the Work, as set forth in the Mitigation Monitoring and Reporting Program, Kawana Springs Creek Community Park Master Plan Project, which are incorporated herein by reference. The applicable mitigation measures and environmental protection requirements include, but are not limited to, the following:
- 19.1 Air Quality
- (A) All exposed surfaces (e.g. parking areas, staging areas, soil piles, graded areas, and unpaved access roads) shall be watered two times per day.
 - (B) All haul trucks transporting soil, sand, or other loose material off-site shall be covered.
 - (C) All visible mud or dirt track-out onto adjacent public roads shall be removed using wet power vacuum street sweepers at least once per day.
 - (D) All vehicle speeds on unpaved roads shall be limited to 15 mph.
 - (E) All roadways, driveways, and sidewalks to be paved shall be completed as soon as possible. Building pads shall be laid as soon as possible after grading unless seeding or soil binders are used.
 - (F) Idling times shall be minimized either by shutting equipment off when not in use or reducing the maximum idling time to five (5) minutes (as required by the California airborne toxics control measure Title 13, Section 2485 of California Code of Regulations [CCR]). Clear signage shall be provided for construction workers at all access points.

- (G) All construction equipment shall be maintained and properly tuned in accordance with manufacturer's specifications. All equipment shall be checked by a certified mechanic and determined to be running in proper condition prior to operation.

19.2 Biological Resources

- (A) All workers will receive a worker environmental awareness training program describing California Red-Legged Frog (CRFL), its status, and penalties for take.
- (B) Work buffers will be observed around CRFL if any are detected.
- (C) Any trenches or pipes will be covered or capped overnight and BMPs will be constructed of natural materials that will not entrap wildlife.
- (D) If construction personnel observe a dead or injured listed species or if a listed species is killed or injured during construction-related activities, the worker will immediately report the incident to the service-approved biologist and the USFWS will be notified within 24-hours of the incident.
- (E) No ground disturbance work will occur within 24 hours of rain events that generate greater than 0.25-inch of accumulated precipitation or during rain events predicted to accumulate 0.25-inch or precipitation.
- (F) Work within 100 feet of any streams, ponds, or riparian areas will be limited to the dry season (April 1 to October 31) to the extent feasible.
- (G) No work within the bed and banks of Kawana Springs Creek will occur.
- (H) Any personnel involved in construction activities will receive worker environmental educational program training.

19.3 Tree Protection

- (A) Before the start of any clearing, excavation, construction or other work on the site, every protected tree shall be securely fenced off at the "protected perimeter," which shall be either the root zone or other limit as may be established by the City. Such fences shall remain continuously in place for the duration of all work undertaken in connection with the development. The area so fenced off shall not be used as a storage area or altered or disturbed except as may be permitted under this subsection.
- (B) If the proposed development, including any site work for the development, will encroach upon the protected perimeter of a protected tree, special measures shall be utilized, as approved by the City, to allow the roots to obtain oxygen, water, and nutrients as needed. Any excavation, cutting, filling, or compaction of the existing ground surface within the protected perimeter, if authorized at all by the City, shall be minimized and subject to such conditions as may be imposed by the City. No significant change in existing ground level shall be made within the drip line of a protected tree. No burning or use of equipment with an open flame shall occur near or within the protected perimeter. All brush, earth and other debris shall be removed in a manner which prevents injury to the protected tree.
- (C) No oil, gas, chemicals or other substances that may be harmful to trees shall be stored or dumped within the protected perimeter of any protected tree, or at any other location on the site from which such substance might enter the perimeter of a protected tree. No construction materials shall be stored within the protected perimeter of a protected tree.
- (D) Underground trenching for utilities shall avoid major support and absorbing tree roots of protected trees. If avoidance is impractical, tunnels shall be made below the roots. Trenches shall be consolidated to service as many units as possible. Trenching within the drip line of protected trees shall be avoided to the greatest extent possible and shall only be done under the on-site directions of a Certified Arborist.

- (E) No concrete or asphalt paving shall be placed over the root zones of protected trees [selected for preservation]. No artificial irrigation shall occur within the root zone of oaks.
- (F) No compaction of the soil within the root zone of protected trees [selected for preservation] shall occur.

19.4 Cultural Resources

- (A) If evidence of an archaeological site or other suspected cultural resource as defined by CEQA Guideline Section 15064.5, including darkened soil representing past human activity (“midden”), that could conceal material remains (e.g. worked stone, worked bone, fired clay vessels, faunal bone, hearths, storage pits, or burials) is discovered during construction-related earth-moving activities, all ground-disturbing activity within 100 feet of the resources shall be halted and the City and culturally affiliated Tribe(s) shall be notified. The City shall hire a qualified archaeologist and Native American monitor from the culturally affiliated Tribe(s) to conduct a field investigation.
- (B) Should a unique paleontological resource or site or unique geological feature be identified at the project site during any phase of construction, all ground disturbing activities within 25 feet shall cease and the City notified immediately.
- (C) If human remains are discovered at any project construction site during any phase of construction, all ground-disturbing activity within 100 feet of the resources shall be halted and the City and the Sonoma County coroner shall be notified immediately.

19.5 Noise and Vibration

- (A) Maximize the physical separation between noise generators and noise receptors. Such separation includes, but is not limited to, the following measures:
 - (1) Use heavy-duty mufflers for stationary equipment and barriers around particularly noisy areas of the site or around the entire site
 - (2) Use shields, impervious fences, or other physical sound barriers to inhibit transmission of noise to sensitive receptors
 - (3) Locate stationary equipment to minimize noise impacts on the community
 - (4) Minimize backing movements of equipment
- (B) Use quiet construction equipment whenever possible.
- (C) Impact equipment (e.g jack hammers and pavement breakers) shall be hydraulically or electrically powered whenever possible to avoid noise associated with compressed air exhaust from pneumatically-powered tools. Compressed air exhaust silencers shall be used on other equipment. Other quieter procedures, such as drilling rather than using impact equipment, shall be used whenever feasible.
- (D) Prohibit unnecessary idling of internal combustion engines.
- (E) Select routes for movement of construction-related vehicles and equipment in conjunction with the City so that noise-sensitive areas, including residences and schools, are avoided as much as possible.

19. Close Out Requirements. Contractor’s close out requirements include the following, if applicable:

- 19.1** Contractor must replace, with thermoplastic, any existing striping within and adjacent to the Project site that is damaged during the Work. Partially damaged striping must be replaced in its entirety.

- 19.2** Before removing any traffic control or street signs on the Project site, Contractor must take photographs showing their original locations. Upon completion of each phase of construction, Contractor must temporarily reset the signs at those locations. Contractor must then replace the signs permanently upon completion of the Work and the cost of their removal and replacement must be included in the Bid Proposal.
- 19.3** Contractor must maintain any rural mail boxes on the Project site and relocate them to their permanent locations as soon as possible in the course of the Work, to the satisfaction of the affected property owners and the postal service.

END OF SPECIAL CONDITIONS

10 GENERAL CONSTRUCTION

10-5 Dust Control- In Addition: Sweeping, commercial street sweeping, covering stockpiles, applying water, and/or dust palliative, to control dust even caused by public traffic is included in the bid and not change order work.

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

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

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

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

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

[Revised: 05/19/2025-JB2 STD2024]

- i. Daily if vehicle and equipment cleaning occurs daily
 - ii. Weekly if vehicle and equipment cleaning does not occur daily
 - b. Vehicle and equipment maintenance and fueling areas:
 - i. Daily if vehicle and equipment maintenance and fueling occur daily
- 4. Pre and post rain inspections
 - a. Pre-rain event inspection within 48 hours of predicted qualifying storm to verify the site and the BMPs are ready for the predicted rain.
 - b. Post-rain event inspection within 48 hours after a qualifying storm to observe the discharge locations and the discharge of any stored or contained rainwater; determine if BMPs functioned as designed; and identify if any additional BMPs are required.

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

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

13-3.05a Sampling

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

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

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

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

13-3.06 Construction

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

printed copy of the authorized SWPPP shall be at the job site whenever there is project related activity at the site.

The Contractor shall:

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

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

13-3.07 Definitions

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

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

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

Normal Working Hours: Hours specified in the Special Provisions.

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

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

14 ENVIRONMENTAL STEWARDSHIP

14-1.00 General Environmental Protections: An Initial Study and Mitigated Negative Declaration has been completed and adopted for the project which requires the project to implement the mitigation measures listed in a Mitigation Monitoring and Reporting Plan (MMRP). The Contractor shall comply with all applicable requirements of the MMRP. The Contractor's obligations for complying with the MMRP requirements have been incorporated into the project plans and technical specifications.

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

14-10.02 Solid Waste Disposal and Recycling Report - In Addition: You shall provide a monthly recycling report for each quantity (in tons) of asphalt concrete and portland cement concrete with receipts verifying delivery to a material recycler.

Optional - For each failure to submit a completed report, the city deducts \$1,000.

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

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

OTHER AGENCY REGULATORY REQUIREMENTS

14-12.05 City Wide Integrated Pest Management (IPM) Policy: Comply with City Policy number 000-074. This includes the management pesticides for pests, including unwanted plants, insects, rodents, and fungus. Pest are controlled for assorted reasons including public safety, public health, plant health, aesthetic, and control of invasive plants, pathogenic organisms and/or insects.

[Revised 5/19/2025-JB2 STD2024]

15 EXISTING FACILITIES

15-1.03 Construction: All existing active utilities found to reside in excavated areas shall be supported in place with service maintained during construction. You shall be responsible for any damage caused by your operations and any needed repairs shall be completed to the Engineer's satisfaction.

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

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

With the exception of trenching, all existing street, street light base, curb and gutter, storm drain, water line, and sewer line work shall be completed before any existing street paving is removed.

15-1.03C Traffic Stripes and Pavement Markings: All traffic stripes, pavement markings or any other traffic markings shall be removed by you to the satisfaction of the Engineer and in accordance with Sections 84 of the Standards, and the Plans.

15-1.03D Pavement Markers: All raised pavement markers shall be removed by you to the satisfaction of the Engineer and in accordance with Sections 82 of the Standard Specifications, City Standards, and the Plans.

15-1.03E Asbestos Cement Pipe: You are advised that asbestos cement pipe (ACP) will likely be encountered on the project and must be cut, handled, and disposed of according to your State Licensing Law and all other applicable laws and regulations.

15-1.03F Reconstruct Sidewalk Drain: Reconstruct sidewalk drain shall be done in conformance with requirements of Section 73 of the City Specifications, City STD-406 and as directed by the Engineer.

You shall remove portions of existing curb, gutter, and sidewalk, and the existing sidewalk drain and install new sidewalk drain, curb, gutter and sidewalk at the location designated and as directed by the Engineer.

15-1.03G Adjust Existing Facilities: Existing manhole frames and covers, valve boxes, Grates, pullboxes, mainline cleanouts, and monuments adjusted to grade shall conform to City Standards.

Adjust existing City facility boxes and lids to grade. The City will furnish new material to replace existing boxes and lids that do not comply with current City Standards or damaged prior to Contractor's operations. Notify the City 10 working days before the new boxes are needed to ensure the item is available or the City can provide an arrival date for the new box. If the new boxes need to be ordered and do not arrive on time, you will adjust the work schedule at no extra charge to the City.

You shall accurately locate and record the location of existing and new manholes, valve boxes, mainline cleanouts, and monuments to be adjusted to grade and shall furnish the Engineer a copy of said record prior to starting construction.

All facilities on active systems shall always be labeled with white paint and accessible to City personnel unless otherwise stated in these Special Provisions or approved by the Engineer.

After placement of the finish course of asphalt concrete, you shall mark all overlaid manholes, valve boxes, mainline cleanouts and monuments, whether new or existing, with white paint by the end of that working day.

All new and existing manholes, valve boxes, mainline cleanouts and monuments shall be accessible within 48 hours after they are covered.

Final grade adjustments and installation of concrete collars shall be done on the same working day. Final paving around manholes, valve boxes, mainline cleanouts and monuments shall be completed the following working day.

All silt and debris shall be removed from finished structures. This shall include all existing silt and debris plus material caused by Your operation.

If new or existing water valve riser pipe needs to be extended after paving to conform to City STD-877, you shall use either a slip x slip glued PVC coupling or a transition coupling with sheer bands as directed by the Engineer. Upsizing the existing riser pipe to 8-inch will not be required unless otherwise directed by the Engineer. Any added extension must be a minimum of 12 inches. The lower section of riser pipe shall be adjusted to accommodate this requirement.

If you encounter water valve boxes with round lids, sanitary sewer frame and covers with open pick holes, nonstandard storm system features, monuments, or items damaged before construction which must be adjusted to grade, you are to provide a count to the Engineer a minimum of 10 days prior to paving to obtain replacements that complies with current City Standards. The City will provide replacements provided You are not required to replace them as part of the contract or due to damage by Your operations. Valve boxes and frames and covers on facilities to be abandoned shall not be included in the count provided to the Engineer. You shall be responsible for delivery of new frames, boxes, and covers from the City warehouse to the job site. Prior to removal, demolition around, or adjustment of an existing manhole frame, a platform shall be constructed in the manhole above the top of the sewer and storm drain to prevent any dirt or debris from falling into the sewer. The platform shall remain in place until all work on the manhole has been completed and the asphalt concrete has been placed around the manhole. Prior to the removal of the platform from the manhole, all dirt and debris shall be removed.

All grade rings shall be set in cement mortar the same day they are placed. All joints shall be smoothly plastered inside and out.

Existing grade rings removed in the adjustment of manhole frames shall become the property of You and if undamaged and thoroughly cleaned of mortar may be reused in the work. If not so used, they shall be disposed of away from the site of work at your expense.

Manhole frames shall be reinstalled to align directly over the grade rings. Any frames misaligned by more than ½ inch shall be removed and reinstalled.

Existing Monuments adjusted shall conform to City Standards 280 to 284 and 78-2 Survey Monuments, of the specifications.

15-1.03H Concrete Removal: All removed concrete shall become the property of You and shall be immediately off hauled. None of the removed concrete shall be dumped or stockpiled on the work site. You shall dispose of all removed concrete at a recycler for this material. Burying of broken concrete within the limits of the project will not be allowed.

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

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

Where new concrete is to join existing concrete, remove enough concrete to allow splicing of new reinforcement. Protect existing reinforcement to be incorporated into the new work from damage.

Irrigation facilities may be encountered during concrete removal and replacement. You shall exercise care in this area and repair any damage done by their operations at no additional cost to the City.

Keep existing irrigation facilities in place that are described to be removed, relocated, or modified until the Engineer determines they are no longer needed.

Maintain the existing water supply. If the existing water supply is interrupted for more than 3 consecutive days, provide an alternative water supply. Water the existing plants in the area irrigated from that water supply, including those maintained by the City, as necessary to maintain healthy plant growth.

Furnish enough water for watering plantings affected from construction activities as necessary to maintain a healthy condition through Contract acceptance.

If you damage irrigation facilities not to be removed:

1. Remove and dispose of them.
2. Repair and replace damaged facilities within 10 days.
3. Use similar commercial-quality components from the same manufacturer or components that are compatible with the existing irrigation system if authorized.
4. After completing the repair or replacement of the facilities, perform an operational test in the presence of the Engineer. If you repair or replace the remote-control valves, conduct the test with the irrigation controller in automatic mode.

Notify the Engineer:

1. At least 4 working days before shutting off the water supply to any portion of the existing irrigation system
2. Immediately after restoring the water supply to any portion of the existing irrigation system

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

If you damage plants not to be removed:

1. Dispose of them unless the Engineer authorizes you to reduce them to chips and spread the chips within locations designated by the Engineer
2. Replace them
 - a. Replace plants with plants of the same species.
 - b. Replace trees with 24-inch-box trees.
 - c. Replace shrubs with no. 15-container shrubs.
 - d. Replace ground cover plants with plants from flats. Replace Carpobrotus ground cover plants with plants from cuttings. Plant ground cover plants 1 foot on center.
3. If a plant establishment or permanent erosion control establishment period is specified, replace plants before the start of the plant establishment or permanent erosion control establishment period; otherwise, replace plants at least 30 days before Contract acceptance.
4. Water each plant immediately after planting. Saturate the backfill soil around and below the roots or the ball of earth around the roots of each plant. Water as necessary to maintain plants in a healthy condition until Contract acceptance.

The City may rearrange a third-party utility during the Contract. Rearrangement of a third-party utilities or City facilities includes installation, relocation, alteration, or removal of the facility.

The City may authorize third-party utilities or City facilities and their agents to enter the project limits to perform rearrangement work for their facilities or to make connections or repairs to their property. Coordinate activities to avoid delays.

15-1.03I Utility Clearances: *All items noted in this Section shall take place prior to any other construction activities.*

Any pothole information provided on the Project Plans shall be for reference use only and shall not be considered as accurate information for any other areas within the project limits.

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

You shall determine elevations and alignments of existing sewer laterals, at the back of sidewalk before the new main is started. If a new proposed sewer main is at the same or higher elevation than the existing sewer main, *you shall provide all relevant information in writing to the Engineer immediately upon discovery of any conflict.* Any delay in notification to the Engineer may delay direction and/or corrective action and a delay claim due to this reason shall not be considered by the City. You shall not proceed with any work that is in conflict until direction is provided by the Engineer and shall redirect crews to other contract work. All the information required to be obtained per this Section and any other information not noted but relative to the project shall be provided to the Engineer on a set of Plans when the investigative effort is complete.

If you want infrastructure rearrangement different from that described in the Contract:

1. Notify the Engineer
2. Make an arrangement with the infrastructure owner
3. Obtain authorization for the rearrangement
4. Pay the infrastructure owner any additional cost

The City does not adjust time or payment for a rearrangement different from that described the Contract.

15-1.03J Tree Root Pruning: All tree roots two inches and greater which are encountered during excavation must be pruned by hand. The root shall be cut cleanly with a saw to avoid splits. When digging within the drip line of trees, you shall exercise extreme caution to avoid pulling on roots with excavation equipment. Hand dig around all roots greater than one inch in diameter. You shall notify the Engineer when encountering roots within the drip line of trees which are greater than one inch. If the Engineer elects to get direction from an arborist You shall redirect crews to other contract work after safeguarding the area.

[Revised: 5/19/2025-JB2 STD2024]

17 EARTHWORK AND LANDSCAPE

Clearing and Grubbing

17-2.01 General - In Addition: Clearing, grubbing, and access shall be confined to the limits shown on the plans and shall not exceed the minimum necessary to complete operations.

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

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

All unsuitable material shall be disposed of away from the site by you. You shall make all necessary arrangements for disposal of material.

17-2.03 Construction: The area to be cleared and grubbed shall be the area within the right-of-way shown on the plans, unless otherwise specified in the Special Provisions.

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

[Version: 5/19/2025 JB2 STD2024]

19 EARTHWORK

19-1.01 General:

1. Non-contaminated site: See section 19-2.03B, Surplus Material, of these Technical Specifications.

19-1.01A Summary - In Addition: Earthwork shall also include excavation for trenching.

19-1.03B Unsuitable Material - In Addition: Stabilization of unsuitable material shall comply with the following provisions:

- A. Unsuitable material may be processed in place, may be excavated and placed on the grade or other locations suitable for further processing, or may be partially excavated and partially processed in place.
- B. Processing may consist of drying to provide a stable replacement material or mixing with lime per Section 24.
- C. Stabilized material shall be placed and compacted in layers as hereinafter specified for constructing embankments.

Backfill the space resulting from excavating unsuitable material with material suitable for the planned use. Place and compact suitable material under section 19-5.

19-1.03B(1) Subgrade stabilization: Any area of the subgrade determined by the Engineer to be unsuitable shall be stabilized. Processing of unsuitable subgrade material is not allowed. The areas to be stabilized will be marked in the field by the Engineer after roadway excavation of the area is complete. Use of a pavement grinder shall be considered an acceptable method of excavation of areas requiring subgrade stabilization.

19-1.03C Grade Tolerance- In Addition: When aggregate subbase or aggregate base are to be placed on the grading plane, the grading plane shall not vary more than 0.05' above or 0.1' below the grade established by the Engineer.

19-1.03F Measurement: Subgrade Stabilization will be measured as marked in the field by the square foot.

19-2.03 Construction: The Engineer shall provide reference points and cut sheets for the excavation of the roadway. You shall furnish an excavation and paving plan and a qualified grade setter to ensure the subgrade conforms to the lines and grades established by the Engineer.

For roadway reconstruction, Roadway Excavation shall be performed with a pavement grinder. No other construction equipment including rubber-tired equipment shall be allowed on the subgrade.

Roadway excavation and asphalt concrete base paving, including Stabilization Fabric per section 19-8.02, paving shall be completed for half the street width before beginning excavation of the remaining street.

You shall note that there are street trees near areas intended for roadway excavation. Your operation, including the size of the grinding equipment, shall be such, so as to ensure that existing street trees are not damaged. Where limited clearance under the street trees prevents the use

of a grinder, excavation shall be performed by an alternate method as approved by the Engineer. Alternate methods may include jackhammering and removal of existing pavement and base materials by hand, or by use of smaller grinding equipment.

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

19-2.03B Surplus Material- In Addition: You shall be responsible for the removal and disposal of surplus materials. You shall notify the City of the disposal location before the start of construction. Surplus material, including removal of existing bituminous pavement and base materials will be paid for as roadway excavation.

19-5 Compaction

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

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

19-8 Subgrade Enhancement Geotextile

19-8.02 Materials: Soil stabilization fabric shall be installed per manufacturer's recommendations and shall meet or exceed the following specifications:

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

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

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

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

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

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

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

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

20-10 BIORETENTION

20-10 GENERAL

20-10.01A General:

- A. This work will consist of constructing bioretention areas, to the lines, grades, and dimensions shown on the plan in accordance with these technical specifications. Bioretention areas will include excavation, grading, bioretention soil mix, moisture barriers, conforming to the City Standards, the Standard Specifications, and these Technical Specifications.
- B. Refer to related technical specifications for constructure drainage structures, storm drain, and other appurtenances to the bioretention areas.
- C. All work will be performed in compliance with the current City of Santa Rosa Low Impact Development Technical Design Manual.

20-10.01B Submittals:

- A. Submit Product Data for the following:
 - a. Bioretention soil mix
 - b. Moisture barrier

20-11.01C Quality Assurance: Conform to the quality control requirements of the product manufacturer, the City Standards, the Standard Specifications, the established reference documents, and these Special Provisions.

20-11.02 Materials:

- A. Bioretention soil mix shall be a Sandy Loam Soil mix will be a commercially blended mix of: 50% Sand, 30% loam, 20% compost, as available from Stony Point Rock Quarry, Inc. 707- 795-1775, or equal. Bioretention soil mix will meet the following requirements:
 - a. The percolation rate of the mix will be between 5" and 10" per minute.
 - b. The organic content will be 2.5% minimum by total weight
 - c. Fine gravel content to be between 5-8% total by weight.
 - d. Coarse sand content to be less than 2% total by weight
 - e. Ph and nutrients in a range preferable for plant growth.
- B. Moisture barrier within the bioretention areas will be a 20-mil minimum thickness nonreinforced polyvinyl chloride (PVC) geomembrane for use in buried applications and will conform to ASTM Standard D7176, the Standard Specifications, all Amendments, and these special provisions.
- C. PVC geomembrane sampling frequency will be in accordance with ASTM D4354, or as approved by the Engineer. The geomembrane subgrade will have a smooth, finished surface, free from pockets, ruts, sharp objects or other discontinuities that, in the judgment of the Engineer, may contribute to puncture or bridging of the material. You and the Engineer will inspect the subgrade surface immediately prior to the deployment of each geomembrane panel.
- D. Joints in the geomembrane will be minimized. Panels will be joined utilizing approved seaming methods. Dual-track fusion welding will be required where feasible. Chemical welds will be made only where approved by the Engineer. Any damaged caused to the

geomembrane by you will be repaired or replaced, as approved by the Engineer, at the expense of the contractor.

20-11.03 Construction:

- A. Bioretention areas will not be constructed until all contributing drainage areas are stabilized as shown on the Contract Plans and to the satisfaction of the Engineer. Bioretention areas will not be used as sediment control facilities. No heavy equipment will operate within the perimeter of a bioretention facility during excavation, underdrain and moisture barrier placement, backfilling, or mulching of the bioretention areas.
- B. The bioretention areas will be excavated to the dimensions, side slopes, and depths shown on the plans. The method of excavation will minimize the compaction of the bottom of the bioretention areas. Excavators and backhoes, operating on the ground adjacent to the bioretention areas, will be used to excavate the areas if possible. Low ground-contact pressure equipment may also be used for excavation. No heavy equipment will be allowed on the bottom of the bioretention facility.
- C. Excavated materials will be removed from the bioretention areas. Excavated materials will be used or disposed of in conformance with the Standard Specifications and these Special Provisions.
- D. Prior to placing the bioretention soil mix, the bottom of the excavation will be scarified to a minimum depth of 6 inches to alleviate any compaction of the areas bottom. Any substitute method for scarifying must be approved by the Engineer prior to use. Any ponded water will be removed from the bottom of the areas and the soil will be friable before scarifying.
- E. The bioretention soil mix will be placed and graded using low ground contact pressure equipment or by excavators and/or backhoes operating on the ground adjacent to the bioretention areas. No heavy equipment will be used within the perimeter of the bioretention areas before, during, or after the placement of the bioretention soil mix. The bioretention soil mix will be placed in horizontal layers not to exceed 12 inches for the entire area of the bioretention areas. The bioretention soil mix will be compacted by saturating the entire bioretention areas after each lift of bioretention soil is placed. Water for saturation will be applied by spraying or sprinkling. Saturation of each lift will be performed in the presence of the Engineer. An appropriate sediment control device will be used to treat any sediment-laden water discharged from the underdrain. If the bioretention soil mix becomes contaminated during the construction of the areas, the contaminated material will be removed and replaced with uncontaminated material at no additional cost to the City. Final grading of the bioretention area will be performed after a 24-hour settling period.
- F. The final grade of the bioretention area will be inspected by the Engineer prior to placement of topsoil lift and will be within 1" of the lines and grades identified on the plan.
- G. Additional execution guidelines from Reference Document E from City of Santa Rosa and County of Sonoma LID Technical Design Manual regarding bioretention soil mix will be applied and adhered to during the construction of the bioretention area.

25 AGGREGATE SUBBASES

25-1.02 Materials: Aggregate subbases shall not consist of any combination of reclaimed processed asphalt concrete, PCC, LCB, or CTB.

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

25-1.02C Class 4 Aggregate Subbase: Aggregate subbase shall be Class 4 conforming to and placed in accordance with the requirements of Section 25 of the City Specifications, with the following modifications and additional requirements.

Aggregate subbase shall be Class 4 with a minimum sand equivalent value of 21, a minimum R-value of 50 and shall conform to the following gradings:

<u>Sieve Size</u>	<u>Percent Passing</u>
3"	100
1-1/2"	90-100
3/4"	50-90
#4	25-55
#200	2-11

The material contained on the #4 screen shall consist of 100 percent crushed particles.

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

25-1.03 Construction

25-1.03E Compacting- In Addition: The surface of the finished aggregate subbase shall be firm and unyielding. Any visible movement vertically or horizontally of the aggregate subbase under the action of construction equipment or other maximum legal axle loads shall be considered as evidence that the aggregate subbase does not meet this requirement.

25-1.03F Grade Tolerance: The subgrade to receive aggregate subbase, immediately prior to spreading, shall not vary more than 0.05-foot above or 0.1-foot below the grade established by the Engineer.

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