

SPECIFICATION and CONTRACT DOCUMENTS
FOR
HIGHLAND AVENUE SEWER UPGRADE
PROJECT



MORGAN HILL, CALIFORNIA
PUBLIC WORKS DEPARTMENT

PREPARED BY
PUBLIC WORKS DEPARTMENT

JULY 2017

NOTICE INVITING BIDS

1. **Bid Acceptance.** The City of Morgan Hill ("City"), will accept sealed bids for its Highland Avenue Sewer Upgrade Project ("Project"), by or before Tuesday, August 8, 2017 at 2:30 p.m., at its Development Services Center office, located at 17575 Peak Avenue, Morgan Hill, California, at which time the bids will be publicly opened and read aloud.

2. Project Information.

2.1 Location and Description. The Project sites are located at the following locations:

- The Highland sewer upgrade is located on Highland Avenue in San Martin, CA, from Harding Avenue to Llagas Channel, west of 12335 Harding Avenue.
- Additional sewer manhole improvements are located within the roadway and near 12690 Harding Avenue in San Martin, CA.

The Project's Scope of Work is described as follows:

- Furnishing all labor, materials, equipment, fuel, tools, and transportation required to:
 - Install approximately 470 linear feet (LF) of new 30" AWWA C900/IB DR25 polyvinyl chloride (PVC) pressure pipe for the gravity sewer trunk main line.
 - Install new sewer manholes and modify existing sewer manholes appurtenant to the sewer trunk upgrade and vault coating work.
 - Provide and maintain sewer trunk service at all times for the project duration via temporary sewer bypass pumping system(s) to complete the above work.
 - Apply a 2" asphalt concrete overlay along Highland Avenue from the Harding Avenue intersection to Llagas Channel, west of 12335 Harding Avenue.
 - Complete all other work related to the above items as shown on the Plans and as detailed in these Specifications.

2.2 Time for Completion. The planned timeframe for commencement and completion of construction of the Project is fifty (50) calendar days from the Notice-to-Proceed date.

3. License and Registration Requirements.

3.1 License. This Project requires a valid California contractor's license for the following classification(s): A.

3.2 DIR Registration. City will not accept a Bid Proposal from or enter into the Contract with a bidder, without proof that the bidder and its

Subcontractors are registered with the California Department of Industrial Relations (“DIR”) to perform public work under Labor Code Section 1725.5, subject to limited legal exceptions.

4. **Contract Documents.** The plans, specifications, bid and contract documents for the Project (“Contract Documents”) may be obtained from the City of Morgan Hill, at 17575 Peak Avenue, Morgan Hill, CA, (408) 778-6480. **Contractors may obtain a copy of the Contract Documents for Twenty-Five Dollars (\$25.00) per set. A five dollar (\$5.00) charge will be added for mailing by USPS. Electronic copies of the Contract Documents are available on CD for ten dollars (\$10.00). To download plans and specifications at no charge, register at www.publicpurchase.com.**

5. **Bid Proposal and Security.**

5.1 Bid Proposal Form. Each Bid must be submitted using the Bid Proposal form provided with the Contract Documents.

5.2 Bid Security. The Bid Proposal must be accompanied by bid security of ten percent (10%) of the maximum bid amount, in the form of a cashier’s or certified check made payable to City of Morgan Hill, or a bid bond executed by a surety licensed to do business in the State of California on the Bid Bond form included with the Contract Documents. The bid security must guarantee that upon award of the bid, the bidder will execute the Contract and submit payment and performance bonds and insurance certificates as required by the Contract Documents within ten (10) days after issuance of the notice of award.

6. **Prevailing Wage Requirements.**

6.1 General. This Project is subject to the prevailing wage requirements applicable to the locality in which the Work is to be performed for each craft, classification or type of worker needed to perform the Work, including employer payments for health and welfare, pension, vacation, apprenticeship and similar purposes.

6.2 Rates. These prevailing rates 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 (8) hours. The rate for holiday and overtime work must be at least time and one-half (1/2).

6.3 Compliance. The Contract will be subject to compliance monitoring and enforcement by the California Department of Industrial Relations, under Labor Code Section 1771.4.

- 7. Performance and Payment Bonds.** The successful bidder will be required to provide performance and payment bonds for one hundred percent (100%) of the Contract Price.
- 8. Substitution of Securities.** Substitution of appropriate securities in lieu of retention amounts from progress payments is permitted under Public Contract Code Section 22300.
- 9. Subcontractor List.** Each bidder must submit the name, location of the place of business, and California contractor license number and DIR registration number for each Subcontractor who will perform work or service or fabricate or install work for the prime contractor in excess of one-half (1/2) of one percent (1%) of the bid price, using the Subcontractor List form included with the Contract Documents.
- 10. Instructions to Bidders.** Additional and more detailed information is provided in the Instructions for Bidders, which should be carefully reviewed by all bidders before submitting a Bid Proposal.
- 11. Bidders' Conference.** A bidders' conference will be held on Thursday, July 27, 2017 at 10:00 a.m., at the following location: 100 Edes Court, Morgan Hill, CA for the purpose of acquainting all prospective bidders with the Contract Documents and the Worksite. The bidders' conference **is not mandatory**.
- 12. Estimated Cost.** The estimated construction cost is \$495,000.

By: Irma Torrez, City Clerk

Date: July 10, 2017

Publication Dates: 1) July 14, 2017

2) July 21, 2017

END OF NOTICE INVITING BIDS

INSTRUCTIONS TO BIDDERS

Each Bid Proposal submitted to the City of Morgan Hill (“City”) for its Highland Sewer Upgrade Project (“Project”) must be submitted in accordance with the following instructions and requirements:

1. Bid Submission.

1.1 General. Each bid “(Bid Proposal)” must be signed, sealed and submitted to City, using the form provided in the Contract Documents, by or before the date and time set forth in the Notice Inviting Bids, or as amended by subsequent addendum. Faxed or emailed Bid Proposals will not be accepted, unless otherwise specified. Late submissions will be returned unopened. City reserves the right to postpone the date and 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 indirect costs such as applicable taxes, insurance and field offices.

1.2 Bid Envelope. The envelope containing the sealed Bid Proposal and required attachments must be clearly labeled as follows:

BID PROPOSAL
Morgan Hill DSC
Highland Sewer Upgrade Project
City of Morgan Hill
17575 Peak Avenue
Morgan Hill, CA 95037
Attention: Bid Opening/RFP
Bid Date: Tuesday, August 8, 2017
Bid Time: 2:30 p.m.

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 sections 1725.5 and 1771.1):

[Contractor company name]
[Street address]
[City, state, zip code]
DIR Registration No. _____

Please note: If City is unable to confirm that the bidder’s DIR registration is current, City must disqualify the bidder and return its bid unopened (Labor Code section 1725.5).

- 2. Examination of Contract Documents and Project Site.** Each bidder is solely responsible for diligent and thorough review of the Contract Documents (as defined in the General Conditions), examination of Project site, and reasonable and prudent inquiry concerning known and potential site conditions prior to submitting a Bid Proposal. However, bidders should not enter onto City's property or the Project site without prior written authorization from City. Bidders are responsible for reporting any errors or omissions in the Contract Documents to City prior to submitting a Bid Proposal, subject to the limitations of Public Contract Code Section 1104. City expressly disclaims responsibility for assumptions the bidder might draw from the presence or absence of information provided by City.
- 3. Requests for Information.** Questions regarding the Project, the bid procedures or any of the Contract Documents must be submitted in writing to Lynette Kong at lynette.kong@morganhill.ca.gov
- 4. Addenda.** Any addenda issued prior to the bid opening are part of the Contract Documents. Subject to the limitations of Public Contract Code section 4104.5, City reserves the right to issue addenda prior to bid time.
- 5. 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. 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 Section 3400(c).

 - 5.1 Pre-Bid Requests.** Any request for submission made before the Contract is awarded must be submitted to the City Engineer at least ten (10) days before the opening of bids so that all interested bidders may be notified of any approved alternative.
 - 5.2 Post-Award Requests.** After the Contract is awarded, Contractor may submit a substitution within fourteen (14) days after the date of award of the Contract, or as specified in the Special Conditions.
- 6. Bidders Interested in More Than One Bid.** No person, firm, or corporation may submit or be a party to more than one (1) 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, and may also submit a Bid Proposal as a prime contractor.

- 7. Bid Proposal Form and Enclosures.** Each Bid Proposal must be completed in ink using the Bid Proposal form included in the Contract Documents. The Bid Proposal form should 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 terms such as "negotiable," "will negotiate," or similar, will be considered non-responsive. Each Bid Proposal must be accompanied by bid security, as set forth in Section 9 below, and by the completed Subcontractor List, and Non-Collusion Declaration using the forms included in the Contract Documents.
- 8. 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 (2) officers of the corporation with full authority to bind the corporation to the terms of the Bid Proposal, under California Corporation Code section 313.
- 9. Bid Security.** Each Bid Proposal must be accompanied by bid security of ten percent (10%) of the maximum bid amount, in the form of a cashier's check, a certified check, or a bid bond, using the form included in the Contract Documents, executed by a surety licensed to do business in the State of California, made payable to City. The bid security must guarantee that upon award of the bid, the bidder will execute and submit the Contract on the form included in the Contract Documents, will submit payment and performance bonds one hundred percent (100%) of the maximum Contract Price, and will submit the insurance certificates and endorsements as required by the Contract Documents within ten (10) days after issuance of the notice of award.
- 10. Withdrawal of Bid Proposals.** A Bid Proposal may not be withdrawn for a period of ninety (90) days after the bid opening without forfeiture of the bid security, except as authorized for material error under Public Contract Code Section 5100 et seq.
- 11. Bid Protest.** Any bid protest must be in writing and received by City at the City Attorney's Office at 17575 Peak Avenue, Morgan Hill, CA, (Fax: (408) 779-1592), before 5:00 p.m. no later than two (2) working days following bid opening (the "Bid Protest Deadline") and must comply with the following requirements:

 - 11.1 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. If required by City, the protesting bidder must submit a non-refundable fee in the amount specified by City, based upon City's reasonable costs to administer the bid protest. Any such fee must be submitted to City no later than the Bid Protest Deadline, unless otherwise specified. For purposes of this Section 11, a "working day" means a day that City is open for normal business, and excludes weekends and holidays observed by City.

11.2 Protest Contents. The bid protest must contain a complete statement of the basis for the protest and 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 person representing the protesting bidder if different from the protesting bidder.

11.3 Copy to Protested Bidder. A copy of the protest and all supporting documents must be concurrently transmitted by fax or by email, by or before the Bid Protest Deadline, to the protested bidder and any other bidder who has a reasonable prospect of receiving an award depending upon the outcome of the protest.

11.4 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 (2) working days after the Bid Protest Deadline or after actual receipt of the bid protest, whichever is sooner (the "Response Deadline"). The response must include 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 representing the protested bidder if different from the protested bidder.

11.5 Copy to Protesting Bidder. A copy of the response and all supporting documents must be concurrently transmitted by fax or by email, by or before the Response Deadline, to the protesting bidder and any other bidder who has a reasonable prospect of receiving an award depending upon the outcome of the protest.

11.6 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 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.

11.7 Right to Award. City reserves the right 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.

- 12. Rejection of Bids; Award of Contract.** City reserves the right, acting in its sole discretion, to waive immaterial bid irregularities, the right to accept or reject any and all bids, or to abandon the Project entirely. The Contract will be awarded, if at all, within ninety (90) days after opening of bids or as otherwise specified in the Special Conditions, to the responsible bidder that submitted the lowest responsive bid.
- 13. Bonds.** The successful bidder is required to submit payment and performance bonds 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.
- 14. Evidence of Responsibility.** Within twenty four (24) hours following a request by City, a bidder must submit to City satisfactory evidence showing the bidder's financial resources, the bidder's experience in the type of work being required by City, the bidder's organization available for the performance of the Contract and any other required evidence of the bidder's qualifications to perform the proposed Contract. City may consider such evidence before making its decision awarding the proposed Contract.
- 15. License(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.
- 16. Taxes.** The bid price must include all applicable federal, state, and local taxes.
- 17. Ineligible Subcontractor.** Any Subcontractor who is ineligible to perform work on a public works project under Labor Code Sections 1777.1 or 1777.7 is prohibited from performing work on this Project.
- 18. Subcontract Limitation.** The successful bidder may not subcontract out more than fifty percent (50%) of the original total contract price, except that any items of work in the Engineer's Estimate designated "Specialty Items" may be performed by subcontract and the value of the work may be deducted from the original total contract price before computing the amount of work required to be performed by Contractor's own forces. When items of work in the Engineer's Estimate are preceded by the letters (S) or (S-F), those items are designated as "Specialty Items." Where an entire item is subcontracted, the value of work subcontracted will be based on the contract item bid price. When a portion of an item is subcontracted, the

value of work subcontracted will be determined by the Engineer based on the estimated percentage of the contract item bid price.

19. **DIR Registration.** City will not accept a Bid Proposal from or enter into the Contract with a bidder, without proof that the bidder and its Subcontractors are registered with the DIR to perform public work under Labor Code Section 1725.5, subject to limited legal exceptions.
20. **Bid Schedule.** Bidders are required to fully complete the Bid Schedule form accompanying the Bid Proposal form with unit prices as indicated, and to submit the completed Bid Schedule with their Bid Proposal.

20.1 Incorrect Totals. In the event of a computational error for any bid item (base bid or alternate) resulting in an incorrect extended total for that item, the submitted base bid or bid alternate total will be adjusted to reflect the corrected amount (estimated quantity X unit cost), unless the cumulative amount of correction changes the total amount of the base bid or bid alternate by more than five percent (5%). 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 Section 5100 et seq.

20.2 Estimated Quantities. 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.

21. **Bidder's Questionnaire.** A completed, signed Bidder's Questionnaire using the form provided with the Contract Documents and including all required attachments must be submitted within 48 hours following a request by City. A bid that does not fully comply with this requirement may be rejected as nonresponsive. A bidder who submits a Bidder's Questionnaire which is subsequently determined to contain false or misleading information, or material omissions, may be disqualified as non-responsible.

- 22. Safety Orders.** 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 Section 6707.

END OF INSTRUCTIONS TO BIDDERS

BID PROPOSAL

Highland Avenue Sewer Upgrade Project

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

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, for the following price (“Base Bid”):
\$ _____.

2. **Addenda.** Bidder acknowledges receipt of the following addenda:

| | | | |
|-----------|----------------|-----------|----------------|
| Addendum: | Date Received: | Addendum: | Date Received: |
| #01 | _____ | #05 | _____ |
| #02 | _____ | #06 | _____ |
| #03 | _____ | #07 | _____ |
| #04 | _____ | #08 | _____ |

3. **Bidder’s Warranties.** By signing and submitting this Bid Proposal, Bidder 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 Section 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 is Qualified.** Bidder is fully qualified to perform the Work.

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.

4. **Award of Contract .** By signing and submitting this Bid Proposal, Bidder agrees that if Bidder is awarded the Contract for the Project, that within ten (10) days following issuance of the notice of award to Bidder, 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 one hundred percent (100%) of the Contract Price, using the bond forms provided and in accordance with the requirements of the Contract Documents; and

4.3 Insurance Requirements. Submit to City the insurance certificate(s) and endorsement(s) as required by the Contract Documents.

5. Wage Theft Prevention. All Bidders are expected to have read and understand the “Wage Theft Prevention Policy”.

Bidder certifies that neither Bidder nor its principals have been found by a final court judgement or final administrative action of an investigatory agency to have violated federal, state or local wage and hour laws within the past five years from the date of the submitted bid. If Bidder or its principals are unable to certify, bidder, for each disclosed wage and hour violation, shall provide a copy of the court order or judgment and whether the court order or judgment is satisfied including appropriate documentation demonstrating either that the order/judgment has been satisfied, or if the order/judgment has not been fully satisfied, a written and signed description of Bidder’s efforts to date to satisfy the order/judgment.

The City, at its sole discretion, may disqualify a bidder based on one or more disclosed judgments consistent with the criteria set forth in the Policy.

6. Bid Security. As a guarantee that if awarded the Contract, it will perform its obligations under Section 4, above, Bidder is enclosing bid security in the amount of ten percent (10%) of its maximum bid amount in the following form:

_____ A cashier’s check or certified check payable to City of Morgan Hill and issued by _____ Bank in the amount of \$_____.

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

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

s/ _____

Name and Title [print]

Company Name

License # and Classification

DIR Registration #

Address

Phone

City, State, Zip

Fax

END OF BID PROPOSAL

BID SCHEDULE I – GENERAL

Highland Avenue Sewer Upgrade Project

This Bid Schedule must be completed in ink and must be included with the sealed Bid Proposal. The unit cost for each item must be inclusive of all costs, whether direct or indirect, including profit and overhead. The sum of all amounts entered in the “Extended Total” column must be identical to the Base Bid price entered in Section 1 of the Bid Proposal Form. Quantities shown are required for bid purposes and may or may not be final pay quantities. Actual quantities, if different, must be substantiated during the Project by the Contractor (either by field measurement, trucking tags, or other means acceptable to the Engineer).

| Bid Item | Description of Bid Item | Approximate Quantity/Unit of Measure | Unit Price | Extended Total |
|----------|--|--------------------------------------|-------------|----------------|
| 1 | Potholing | 7 EA | | |
| 2 | Mobilization | 1 LS | | |
| 3 | Traffic Control System | 1 LS | | |
| 4 | Water Pollution Control | 1 LS | | |
| 5 | Dewatering (Revocable) | 1 LS | | |
| 6 | Remove Existing Sanitary Sewer Manhole | 2 EA | | |
| 7 | Remove & Replace Existing Sanitary Sewer Manhole | 2 EA | | |
| 8 | Install New Sanitary Sewer Manhole | 3 EA | | |
| 9 | Modify Existing Sanitary Sewer Manhole | 2 EA | | |
| 10 | Temporary Sewer Bypassing | 1 LS | | |
| 11 | Install 30" Sanitary Sewer Trunk Line | 460 LF | | |
| 12 | 4" Full Depth Asphalt Concrete (AC) Repair | 2,300 SF | | |
| 13 | 2" Asphalt Concrete (AC) Overlay | 170 TONS | | |
| 14 | Traffic Striping & Pavement Markings | 1 LS | | |
| 15 | Supplemental Work | 1 LS | \$65,000.00 | \$65,000.00 |

(Bid Schedule I Total on the following page)

| | |
|----------------------|--|
| Bid Schedule I Total | |
|----------------------|--|

END OF BID SCHEDULE

NONCOLLUSION DECLARATION

(To be executed by bidder and submitted with bid)

| | | |
|---------------------|---|-----|
| State of California |) | ss. |
| |) | |
| County of _____ |) | |

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 no paid and will not pay, any person or entity for such purpose.

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT
1189

CIVIL CODE ' '

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of **CALIFORNIA**)
County of **SANTA CLARA**)

On _____, before me, _____
a Notary Public in and for said County and State, personally appeared

_____ proved to me on the basis of satisfactory evidence to be the person/s whose name/s is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity/ies, and that by his/her/their signature/s on the instrument the person/s, or the entity upon behalf of which the person/s acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

SIGNATURE OF NOTARY PUBLIC

Place Notary Seal Above

BID BOND

_____ (“Bidder”) has submitted a bid, dated _____, 20____ (“Bid”), to the City of Morgan Hill (“City”) for work on the Highland Avenue Sewer Upgrade Project (“Project”). Under this duly executed bid bond (“Bid Bond”), Bidder as Principal and

_____, its surety (“Surety”), are bound to City as obligee in the penal sum of ten percent (10%) of the maximum amount of the Bid (the “Bond Sum”). Bidder and Surety bind themselves and their respective heirs, executors, administrators, successors and assigns, jointly and severally, as follows:

1. **General.** If Bidder is awarded the Contract for the Project, Bidder will enter into the Contract with City in accordance with the terms of the Bid.
2. **Submittals.** Within ten (10) days following issuance of the notice of award to Bidder, Bidder must submit to City the following:
 - 2.1 **Contract.** The executed Contract, using the form provided by City in the Project contract documents (“Contract Documents”);
 - 2.2 **Payment Bond.** A payment bond for one hundred percent (100%) of the maximum Contract Price, executed by a surety licensed to do business in the State of California using the Payment Bond form included with the Contract Documents;
 - 2.3 **Performance Bond.** A performance bond for one hundred percent (100%) of the maximum Contract Price, executed by a surety licensed to do business in the State of California using the Performance Bond form included with the Contract Documents; and
 - 2.4 **Insurance.** The insurance certificate(s) and endorsement(s) required by the Contract Documents, and any other documents required under the Instructions for Bidders.
3. **Enforcement.** If Bidder fails to execute the Contract and to submit the bonds and insurance certificates as required by the Contract Documents, Surety guarantees that Bidder forfeits the Bond Sum to City. Any notice to Surety may be given in the manner specified in the Contract and delivered or transmitted to Surety as follows:

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

Fax: _____
Email: _____

- 4. Duration; Waiver.** If Bidder fulfills its obligations under Section 2, above, then this obligation will be null and void; otherwise it will remain in full force and effect for ninety (90) days following award of the Contract or until this Bid Bond is returned to Bidder, whichever occurs first. Surety waives the provisions of Civil Code Sections 2819 and 2845.

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

SURETY:

s/ _____

Name: _____

Title: _____

(Attach Acknowledgement, Notary Seal, and Attorney-In-Fact Certificate)

CONTRACTOR:

s/ _____

Name: _____

Title: _____

BIDDER'S QUESTIONNAIRE

HIGHLAND AVENUE SEWER UPGRADE PROJECT

Within forty eight (48) hours following a request by City, a bidder must submit to City a completed, signed Bidder's Questionnaire using this form and including all required attachments. City may request the Questionnaire from one (1) or more of the apparent low bidders following the bid opening, and may use the completed Questionnaire to evaluate a bidder's qualifications for this Project. The Questionnaire must be filled out completely, accurately, and legibly. Any errors, omissions, or misrepresentations in completion of the Questionnaire may be grounds for rejection of the bid or termination of a Contract awarded pursuant to the bid.

Part 1: General Information

Bidder Business Name: _____ ("Bidder")

Check One: Corporation
 Partnership
 Sole Proprietorship
 Joint Venture of: _____
 Other: _____

Address: _____

Phone: _____

Fax: _____

Owner of Company: _____

Contact Person: _____

Email: _____

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

Part 2: Bidder Experience

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

2. Has Bidder completed projects similar in type and size to this Project as a general contractor? _____

3. Has Bidder ever been disqualified on grounds that it is not responsible? If yes, provide additional information on a separate sheet of paper regarding the disqualification, including the name and address of the agency or owner of the subject project, the type and size of the project, the reasons that Bidder was disqualified as not responsible, and the month and year in which the disqualification occurred.

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

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

5.1 Six (6) most recently completed public works projects within the last three (3) years;

5.2 Three (3) largest completed projects within the last three (3) years; and

5.3 Any project which is similar to this Project.

6. Use separate sheets of paper provide all of the following information for each project identified in response to the above three (3) categories:

6.1 Project name

6.2 Location

6.3 Owner

6.4 Owner contact (name and current phone number)

6.5 Architect or engineer name

6.6 Architect or engineer contact (name and current phone number)

6.7 Project manager (name and current phone number)

6.8 Description of project, scope of work performed

6.9 Initial contract value (at time of bid award)

6.10 Final cost of construction (including change orders)

6.11 Original scheduled completion date

6.12 Time extensions granted (number of days)

6.13 Actual date of completion

6.14 Number and amount of stop notices or mechanic's liens filed

- 6.15 Amount of liquidated damages assessed against Bidder
- 6.16 Nature and resolution of any claim, lawsuit, and/or arbitration between Bidder and the owner.

Part 3: Verification

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

Signature: _____ Date: _____

By [name, title]: _____

END OF BIDDER'S QUESTIONNAIRE

CONTRACT

This public works contract ("Contract") is entered into by and between the City of Morgan Hill ("City") and _____ ("Contractor") for work on the Highland Avenue Sewer Upgrade 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 work on the Project, and on _____, 20____, (contract date) City authorized award of this Contract to Contractor for the amount of Contractor's bid.
2. **Contract Documents.** The Contract Documents incorporated into this Contract include and are comprised of all of the following:
 - 2.1 Notice Inviting Bids;
 - 2.2 Instructions to Bidders;
 - 2.3 Addenda, if any;
 - 2.4 Bid Proposal and attachments thereto;
 - 2.5 Contract;
 - 2.6 Payment and Performance Bonds;
 - 2.7 General Conditions;
 - 2.8 Special Conditions;
 - 2.9 Project Drawings and Specifications;
 - 2.10 Change Orders, if any;
 - 2.11 Notice of Award;
 - 2.12 Notice to Proceed;
 - 2.13 And the following: City Standards.
3. **Contractor's Obligations.** Contractor agrees to 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, equipment, transportation, and utilities, unless otherwise specified in the Contract Documents. Contractor must use its best efforts to complete the Work in a professional and expeditious manner and to meet or exceed the performance standards required by the Contract Documents.

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

Dollars (\$ _____) (the "Contract Price"), in accordance with the payment provisions in the General Conditions. The Contract Price includes all applicable federal, state, and local taxes.

5. **Time for Completion.** Contractor will fully complete the Work for the Project within fifty (50) calendar days from the commencement date given in the Notice to Proceed ("Contract Time"). By signing below, Contractor expressly waives any claim for delayed early completion.

6. **Liquidated Damages.** If Contractor fails to complete the Work within the Contract Time, City will assess liquidated damages in the amount of Two Thousand, Five Hundred Dollars (\$2,500.00) for each day of unexcused delay in completion, and the Contract Price will be reduced accordingly.

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.

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 will 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 ("DIR") to perform public work under Labor Code Section 1725.5, subject to limited legal exceptions.

8. **Workers' Compensation Certification.** Under Labor Code Section 1861, by signing this Contract, Contractor certifies as follows: "I am aware of the provisions of Labor Code Section 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. **Notice.** Any notice, billing, or payment required by the Contract Documents must be made in writing, and sent to the other party by personal delivery, U.S. Mail, a reliable overnight delivery service, facsimile, or by email as a PDF (or comparable) file. Notice is deemed effective upon delivery unless otherwise specified. Notice for each party must be given as follows:

City:

City of Morgan Hill
17575 Peak Avenue
Morgan Hill, CA 95037
Phone: (409) 779-7259
Attn: City Clerk
Email: irma.torrez@morganhill.ca.gov
Copy to: lynette.kong@morganhill.ca.gov

Contractor:

Name: _____
Address: _____
City/State/Zip: _____
Phone: _____
Attn: _____
Email: _____
Copy to: _____

10. General Provisions.

- 10.1 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 successors and permitted assigns.
- 10.2 Third Party Beneficiaries.** There are no intended third party beneficiaries to this Contract except as expressly provided in the General Conditions or Special Conditions.
- 10.3 Governing Law and Venue.** This Contract will be governed by California law and venue will be in the Superior Court of Santa Clara County, and no other place.
- 10.4 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.

10.5 Integration; Severability. 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. If any provision of the Contract Documents, or portion of a provision, is determined to be illegal, invalid, or unenforceable, the remaining provisions of the Contract Documents will remain in full force and effect.

10.6 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 (2) officers of the corporation are required pursuant to California Corporation Code Section 313.

[Signatures are on the following page.]

AS SET FORTH IN CA. CORP. CODE § 313, TWO SIGNATURES ARE REQUIRED FOR CALIFORNIA CORPORATIONS:

- (1) CHAIRPERSON OF THE BOARD, PRESIDENT, OR VICE PRESIDENT; AND
- 2) SECRETARY, ASSISTANT SECRETARY, CHIEF FINANCIAL OFFICER OR ASSISTANT TREASURER.

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

CITY OF MORGAN HILL:

CONTRACTOR:

Steve Rymer
City Manager

Name/Title [print]

Date: _____

Date: _____

Attest:

Corporate entities must provide a second signature:

Michelle Wilson
Deputy City Clerk

Name/Title [print]

Date: _____

Date: _____

Approved as to Form:

Contractor's License Number(s)

Donald A. Larkin
City Attorney

Expiration Date(s)

Date: _____

Seal:

DIR Registration Number

END OF CONTRACT

PAYMENT BOND

The City of Morgan Hill ("City") and _____ ("Contractor") have entered into a contract, dated _____, 20__ ("Contract") for work on the Highland Avenue Sewer Upgrade 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 (\$_____) ("Bond Sum"), under California Civil Code Sections 9550, et seq.

2. **Surety's Obligation.** If Contractor or any of its Subcontractors fails to pay any of the persons named in California Civil Code Section 9100 amounts due under the Unemployment Insurance Code with respect to work or labor performed under the Contract, or for 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 Section 13020, with respect to the work and labor, then Surety will pay for the same.

3. **Beneficiaries.** This Bond inures to the benefit of any of the persons named in California Civil Code Section 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 Sections 2819 and 2845. City waives requirement of a new bond for any supplemental contract under Civil Code Section 9550. Any notice to Surety may be given in the manner specified in the Contract and delivered or transmitted to Surety as follows:

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

Phone: _____
Fax: _____
Email: _____

- 6. Law and Venue.** This Bond will be governed by California law, and any dispute pursuant to this Bond will be venued in the Superior Court of Santa Clara County, 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.
- 7. Effective Date; Execution.** This Bond is entered into and is effective on _____, 20___. Three (3) identical counterparts of this Bond, each of which is deemed an original for all purposes, are hereby executed and submitted.

SURETY:

s/ _____

Name: _____

Title: _____

CONTRACTOR:

s/ _____

Name: _____

Title: _____

(Attach Acknowledgment with Notary Seal and Power of Attorney)

APPROVED AS TO FORM:

By: _____
Donald A. Larkin, City Attorney

Date: _____

END OF PAYMENT BOND

PERFORMANCE BOND

The City of Morgan Hill ("City") and _____ ("Contractor") have entered into a contract, dated _____, 20____ ("Contract") for work on the Highland Avenue Sewer Upgrade 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 Dollars (\$_____) (the "Bond Sum"). By executing this Bond, Contractor and Surety bind themselves and their respective heirs, executors, administrators, successors and assigns, jointly and severally, to the provisions of this Bond.
2. **Surety's Obligations; Waiver.** 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 upon recordation of the notice of completion, provided Contractor has timely provided a warranty bond as required under the Contract. Otherwise Surety's obligations will remain in full force and effect until expiration of the one (1) year warranty period under the Contract. 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 Sections 2819 and 2845.
3. **Application of Contract Balance.** Upon making a demand on this Bond, 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.
4. **Contractor Default.** Upon written notification from City that Contractor is in 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 (1) of the following courses of action:
 - 4.1 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;

4.2 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

4.3 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.

- 5. 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.
- 6. Notice.** Any notice to Surety may be given in the manner specified in the Contract and delivered or transmitted to Surety as follows:

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

- 7. Law and Venue.** This Bond will be governed by California law, and any dispute pursuant to this Bond will be venued in the Superior Court of Santa Clara County, 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.
- 8. Effective Date; Execution.** This Bond is entered into and effective on _____, 20____. Three (3) identical counterparts of this Bond, each of which is deemed an original for all purposes, are hereby executed and submitted.

[Signatures are on the following page.]

SURETY:

s/ _____

Name: _____

Title: _____

(Attach Acknowledgment with Notary
Seal and Power of Attorney)

CONTRACTOR:

s/ _____

Name: _____

Title: _____

APPROVED AS TO FORM:

By: _____
Donald A. Larkin, City Attorney

Date: _____

END OF PERFORMANCE BOND

WARRANTY BOND

The City of Morgan Hill ("City") and _____ ("Contractor") have entered into a contract, dated _____, 20__ ("Contract") for work on the Highland Avenue Sewer Upgrade Project ("Project"). The Contract is incorporated by reference into this Warranty Bond ("Bond").

1. **General.** Under this Bond, Contractor as principal and _____, its surety ("Surety"), are bound to City as obligee in the maximum amount of \$_____ or 50% of the final Contract Price, whichever is greater ("Bond Sum").

2. **Warranty Period.** The Contract requires Contractor to guarantee its work and that of its Subcontractors on the Project, against defects in materials or workmanship which are discovered during the one (1) year period commencing with recordation of the Notice of Completion (the "Warranty Period").

3. **Surety's Obligations.** If Contractor faithfully carries out and performs its guarantee under the Contract, and, on due notice from City, repairs and make good at its sole expense any and all defects in materials and workmanship in the Project which are discovered during the Warranty Period, or if Contractor promptly reimburses City for all loss and damage that City sustains because of Contractor's failure to makes such repairs in accordance with the Contract requirements, then Surety's obligations under this Bond will be null and void. Otherwise, Surety's obligations will remain in full force and effect.

4. **Waiver.** Surety waives the provisions of Civil Code Sections 2819 and 2845.

5. **Notice.** Any notice to Surety may be given in the manner specified in the Contract and delivered or transmitted to Surety as follows:

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

6. **Law and Venue.** This Bond will be governed by California law, and any dispute pursuant to this Bond will be venued in the Superior Court of Santa Clara County, 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.

7. Effective Date; Execution. This Bond is entered into and is effective on _____, 20___. Five (5) identical counterparts of this Bond, each of which is deemed an original for all purposes, are hereby executed and submitted.

SURETY:

CONTRACTOR:

s/ _____

s/ _____

Name: _____

Name: _____

Title: _____

Title: _____

(Attach Acknowledgment with Notary Seal and Power of Attorney)

APPROVED AS TO FORM:

By: _____
Donald A. Larkin, City Attorney

Date: _____

END OF WARRANTY BOND

GENERAL CONDITIONS

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Article 1 Definitions

1.1 Definitions. The following definitions apply to all of the Contract Documents unless otherwise indicated. Defined terms and titles of documents are capitalized in the Contract Documents, with the exception of the words “day,” “furnish,” “including,” “install,” “work day” or “working day.”

Allowance means an amount included in the Bid Proposal for Work that may or may not be included in the Project, depending on conditions that will not become known until after bids are opened. If the Contract Price includes an Allowance and the cost of performing the Work covered by that Allowance is greater or less than the Allowance, the Contract Price will be increased or decreased accordingly.

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

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

City means the City of Morgan Hill, acting through its City Council, officers, employees, and authorized representatives.

City Engineer means the City Engineer for City and his or her authorized delegee(s) designated to oversee and manage the Project on City’s behalf.

Claim means a separate demand by Contractor for 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; or a written demand by Contractor objecting to the amount of Final Payment.

Contract means the signed agreement between City and Contractor.

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 Drawings and Specifications; any Change Orders; and any other documents expressly made part of the Contract Documents.

Contract Price means the total compensation to be paid to Contractor for performance of the Work, as set forth in the Contract and as 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, or equipment following submission of the Bid Proposal. The Contract Price is deemed to include all applicable federal, state, and local taxes

Contract Time means the number of calendar days for performance of the Work, as set forth in the Contract and as amended by Change Order.

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

Day means a calendar day unless otherwise specified.

Design Professional means the licensed individual(s) or firm(s) retained by City to provide architectural or engineering 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.

Drawings means City-provided plans and graphical depictions of the Project requirements, and does not include Shop Drawings.

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

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

Final Payment means payment to Contractor of the unpaid Contract Price, including release of undisputed retention, less amounts withheld pursuant to the Contract Documents, including liquidated damages, up to one hundred twenty five percent (125%) of the amount of any unreleased stop notice, amounts subject to setoff, up to one hundred fifty percent (150%) of any unresolved third-party claim for which Contractor is required to indemnify City, and up to one hundred fifty percent (150%) of any amount in dispute as authorized by Public Contract Code Section 7107.

Furnish means to purchase and deliver to the Worksite designated for installation.

Hazardous Materials means any substance or material identified now or in the future as hazardous under any federal, state, or local law or regulation, or any other substance or material that may be considered hazardous or otherwise subject to statutory or regulatory requirements governing handling, disposal, or cleanup.

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

Inspector means the individual(s) or firm(s) retained 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 applicable codes, regulations, and permits.

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

Project means the public works project referenced in the Contract.

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 delegee(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.

RFI means a written request from Contractor for information from City or its Design Professional.

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

Shop Drawings means drawings, plan details or other graphical depictions prepared by or on behalf of Contractor, and subject to City approval, which are

intended to provide details for fabrication, installation, and the like, of items required by or shown in the Drawings and Specifications.

Specifications means the technical, text specifications describing the Project requirements, which are prepared for and incorporated into this Project 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, suppliers, fabricators, and equipment lessors of all tiers, unless otherwise indicated by the context.

Technical Specifications means Specifications.

Work means all of the construction and services necessary 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 which is not a holiday observed by City.

Worksite means the place or places where the Work is performed.

Article 2 Roles and Responsibilities

2.1 Design Professional.

(A) **General.** Design Professional, as City's representative, 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 Contract Documents.

(B) **Interpretation.** Design Professional will decide all questions pertaining to interpretation of the Drawings or Specifications. The Design Professional's decision regarding interpretation of the Drawings or Specifications is final and conclusive.

2.2 Contractor.

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

(B) **Responsibility for the Work.** 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, construction means, methods, techniques, sequences, procedures, 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.

(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 phone 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. Failure to comply may result in temporary suspension of the Work, at Contractor's sole expense and with no extension of

Contract Time, until the 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; Compliance.** Contractor must, at all times, ensure that the Work is performed in a good workmanlike manner following best practices and in full compliance with the Contract Documents and all applicable laws, regulations, codes, standards, and permits.

(F) **Responsible Party.** Contractor is solely responsible to City for the acts or omissions of any party or parties performing portions of the Work or providing equipment, materials or services for or on behalf of Contractor or its Subcontractors. If any person employed by Contractor fails or refuses to comply with the Engineer's directions regarding the performance of the Work, or is determined by the Engineer to be incompetent to perform the Work, or acts in a disorderly or improper manner at the Worksite, that person may be permanently dismissed from the Project at the request of the Engineer.

(G) **Correction of Defects.** Contractor must promptly correct, at Contractor's sole expense, any Work that is determined by City, Project Manager, or the Inspector to be deficient or defective in workmanship, materials, and equipment.

(H) **Contractor's Records.** Contractor must maintain all of its records relating to the Project in any form, including paper documents, photos, videos and electronic records. Project records subject to this provision include, but are not limited to, Project cost records and records relating to preparation of Contractor's bid.

(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 records in an organized manner for a period of four (4) years after City's

acceptance of the Project or following termination, whichever occurs first. Subject to prior notice to Contractor, City is entitled to inspect or audit any of Contractor's Project records relating to the Project or to investigate Contractor's plant or equipment during Contractor's normal business hours.

2.3 Subcontractors.

(A) **General.** All Work which is not performed by Contractor with its own forces must be performed by Subcontractors, subject to the fifty percent (50%) limitation set forth in the Instructions to Bidders. City reserves the right to approve or reject any and all Subcontractors proposed to perform the Work.

(B) **Contractual Obligations.** Contractor must require every Subcontractor to be bound to the provisions of the Contract Documents as they apply to the Subcontractor's portion(s) of the Work, and to likewise bind their subcontractors or suppliers. 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.

Copies of subcontracts must be available to the Engineer upon request. Before a Subcontractor commences Work on the Project, Contractor must provide the Engineer a written statement with the name of the Subcontractor, a description of each portion of the Work performed by the Subcontractor, and the percentage of the overall Work to be performed by the 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, provided that City accepts 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 Section 4107, Contractor is solely responsible for all costs City incurs in responding to the request, including legal fees and costs to conduct a hearing.

2.4 Coordination of Work.

(A) **Concurrent Work.** City reserves the right to perform or to have performed other work on or adjacent to the Project site while the Work is being performed. Contractor is responsible for coordinating its Work with other work being performed on or adjacent to the Project site, and must

avoid hindering, delaying, or interfering with the work of other contractors and subcontractors. To the full extent permitted by law, Contractor must hold harmless and indemnify City, Design Professional, and Project Manager 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 another contractor or subcontractor.

(B) **Defects.** Before proceeding with any portion of the Work affected by the construction or operations of others, Contractor must give 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 such known 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.

2.5 Submittals. Unless otherwise specified, Contractor must submit to Project Manager for review and approval, all schedules, Shop Drawings, samples, product data and similar submittals required by the Contract Documents, or upon request by Project Manager. Unless otherwise specified, all submittals, including requests for information (RFIs) are subject to the provisions of this Section.

(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 approved schedule for the Work and within the applicable time specified elsewhere in the Contract Documents, or if no time is specified, in such time and sequence so as not to delay the performance of the Work or completion of the Project.

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

(D) **Required Corrections.** If corrections are required, Contractor must promptly make and submit any required corrections in full conformance with the requirements of this Section.

(E) **Effect of Review and Approval.** Review and approval 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 approval of a submittal by City is not an assumption of risk or liability by City.

(F) **Enforcement.** Any Work performed or material used without prior approval of a required submittal will be performed 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, and the cost of additional time or services required of the Design Professional, Project Manager, or Inspector.

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

Article 3 Contract Documents

3.1 Interpretation of Contract Documents.

(A) **Drawings and Specifications.** The Drawings and Specifications included in the Contract Documents are complementary. If Work is shown on one (1) 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 Drawings 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 Drawings and Specifications, the Specifications will control.

(B) **Duty to Notify.** If Contractor becomes aware of any ambiguity, discrepancy, omission, or error in the Drawings or Specifications, Contractor must immediately notify the Design Professional and request clarification of such, by submitting a written request for information (RFI) in the manner specified by City. The Design Professional's clarifications or interpretations will be final and binding.

(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 at the Worksite before ordering any material or performing any Work, and will be responsible for the correctness of those measurements.

3.2 Order of Precedence. Information included in one (1) 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:

- (A) Change Orders;
- (B) Addenda;
- (C) Contract;
- (D) Notice to Proceed;
- (E) Notice of Award;
- (F) Special Conditions;
- (G) General Conditions;
- (H) Payment and Performance Bonds;
- (I) Specifications;
- (J) Drawings;
- (K) Contractor's Bid Proposal and attachments;
- (L) Notice Inviting Bids;
- (M) Instructions to Bidders; and
- (N) Any documents prepared by and on behalf of a third party, that were not prepared specifically for this Project, e.g., Caltrans Standard Specifications or Caltrans Special Provisions.

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

(A) **Limitations.** None of the "General Provisions" of the Standard Specifications, i.e., Sections 1 through 9, applies to these Contract Documents with the exception of any specific provisions, if any, which are expressly stated to apply to these Contract Documents.

(B) **Conflicts or Inconsistencies.** If there is a conflict or inconsistency between any provision in the Standard Specifications 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 Standard Specifications are to be interpreted as follows:

(1) Any reference to the “Engineer” is deemed to mean the City Engineer.

(2) Any reference to the “Special Provisions” is deemed to mean the Special Conditions.

(3) Any reference to the “Department” or “State” is deemed to mean City.

3.4 For Reference Only. Contractor is responsible for the careful review of any document, study, or report 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. However, Contractor is advised that 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. Contractor must promptly notify City of any perceived or actual conflict between the Contract Documents and any document provided For Reference Only.

Article 4 Bonds, Indemnity, and Insurance

4.1 Payment and Performance Bonds. Within ten (10) 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 one hundred percent (100%) of the Contract Price, using the bond forms included with the Contract Documents. Each bond must be issued by a surety admitted in California. If an issuing surety cancels the bond or becomes insolvent, within seven (7) 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.

4.2 Indemnity. To the fullest extent permitted by law, Contractor must indemnify, defend, and hold harmless City, its agents and consultants, and Design Professional (individually, an “Indemnatee,” and collectively the

“Indemnitees”) from and against any and all liability, loss, damage, claims, expenses (including, without limitation, attorney fees, expert witness fees, paralegal fees, and fees and costs of litigation or arbitration) (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 its failure to comply with any of its obligations 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 provision will be deemed a material breach of this Contract. City will timely notify Contractor upon receipt of any third-party claim relating to the Contract, as required by Public Contract Code Section 9201.

4.3 Insurance. No later than ten (10) days following issuance of the notice of award, Contractor is required to procure and provide proof of the insurance coverage required by this section in the form of certificates and endorsements. The required insurance must cover the activities of Contractor and its Subcontractors relating to or arising from the performance of the Work, and must remain in full force and effect at all times during the period covered by the Contract until the date of recordation of the notice of completion. The coverages 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 herein. 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 “VIII” or better. If Contractor fails to provide any of the required coverage in full compliance with the requirements of the Contract Documents, City may, at its sole discretion, purchase such coverage at Contractor’s expense and deduct the cost from payments due to Contractor, or terminate the Contract for default. Contractor further understands that City reserves the right to modify the insurance requirements set forth herein, with thirty (30) days’ notice provided to Contractor, at any time as deemed necessary to protect the interests of City.

(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 Insurance (“CGL”).**
Contractor shall maintain CGL and must include coverage for

liability arising from Contractor's or its Subcontractor's acts or omissions in the performance of the Work against claims and liabilities for personal injury, death, or property damage providing protection in the minimum amount of: (i) Two Million Dollars (\$2,000,000.00) for bodily injury or death to any one person for any one accident or occurrence and at least Two Million Dollars (\$2,000,000.00) for property damage, or (ii) the maximum amount of such insurance available to Contractor under Contractor's combined insurance policies (including any excess or "umbrella" policies), whichever is greater.

- a. CGL policy may not exclude explosion, collapse, underground excavation hazard, or removal of lateral support.
- b. CGL policy must include contractor's protected coverage, blanket contractual, and completed operations.

(3) **Workers' Compensation Insurance and Employer's Liability:** Contractor shall maintain Workers Compensation coverage, as required by law. The policy must comply with the requirements of the California Workers' Compensation Insurance and Safety Act and provide protection in the minimum amount of: (i) One Million Dollars (\$1,000,000.00) for any one accident or occurrence, or (ii) the maximum amount of such insurance available to Contractor under Contractor's combined insurance policies (including any excess or "umbrella" policies), whichever is greater.. If Contractor is self-insured, Contractor must provide its Certificate of Permission to Self-Insure, duly authorized by the Department of Industrial Relations.

(4) **Automobile Liability:** Contractor shall maintain Automobile Liability covering all owned, non-owned and hired automobiles (if Contractor does not own automobiles, then Contractor shall maintain Hired/Non-owned Automobile Liability) against claims and liabilities for personal injury, death, or property damage providing protection in the minimum amount of: (i) One Million Dollars (\$1,000,000.00) for bodily injury or death to any one person for any one accident or occurrence and at least One Million Dollars (\$1,000,000.00) for property damage, or (ii) the maximum amount of such insurance available to Contractor under Contractor's combined insurance policies (including any excess or "umbrella" policies), whichever is greater.

(5) **Pollution (Environmental) Liability:** Because the performance of Contractor's work or service under this Contract

involves hazardous materials, contaminated soil disposal, and/or a risk of accidental release of fuel oil, chemicals or other toxic gases or hazardous materials, Contractor shall procure and maintain Pollution Liability covering Contractor's liability for bodily injury, property damage and environmental damage resulting from pollution and related cleanup costs arising out of the work or services to be performed under this Contract. Coverage shall be provided for both work performed on site, as well as during the transport of hazardous materials. Such coverage shall be in the minimum amount of: (i) One Million Dollars (\$1,000,000.00) for any one accident or occurrence, or (ii) the maximum amount of such insurance available to Contractor under Contractor's combined insurance policies (including any excess or "umbrella" policies), whichever is greater.

(6) **Professional Liability:**

- a. Because the performance of Contractor's work or service under this Contract involves professional and/or technical services (examples include, but are not limited to, architects, engineers, land surveyors, legal services, and appraisers), Contractor or Subcontractor shall procure and maintain either a claims made or occurrence Errors and Omission liability insurance in the minimum amount of: (i) One Million Dollars (\$1,000,000.00) each claim, or (ii) the maximum amount of such insurance available to Contractor under Contractor's combined insurance policies (including any excess or "umbrella" policies), whichever is greater. Further, if Contractor or Subcontractor maintains a claims-made policy, Contractor or Subcontractor shall provide written evidence of such insurance to City for at least five (5) years after the completion of work performed under this Contract.

(B) **Required Endorsements.** Contractor must provide proof of the following endorsements, listed for each policy for which endorsements are required, as outlined below:

(1) For all Policies except Professional Liability:

- a. "Waiver of Subrogation" endorsements providing that the carrier agrees to waive any right of subrogation it may have against the City of Morgan Hill and the City's elected or appointed officials, boards, agencies, officers, agents, employees, and volunteers.

- (2) General Liability Policy:
- a. "Additionally Insured" endorsements naming the City of Morgan Hill, its elected or appointed officials, boards, agencies, officers, agents, employees, and volunteers as additional insureds;
 - b. "Primary and Non-Contributing" endorsements stating that the policy is primary non-contributing;
 - c. "Separation of Insureds" endorsements stating that 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.

(C) **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.

(D) **Certificates.** Contractor must furnish City with copies of all policies or certificates as outlined herein, whether new or modified, promptly upon receipt. No policy subject to Contractor's Contract with City shall be reduced, canceled, allowed to expire, or materially changed except after thirty (30) days' notice by the insurer to City, unless due to non-payment of premiums, in which case ten (10) days written notice must be made to City. Certificates, including renewal certificates, may be mailed electronically to riskmgmt@morganhill.ca.gov or delivered to the Certificate Holder address as follows:

City of Morgan Hill
Attn: Risk Management
17575 Peak Avenue
Morgan Hill, CA 95037

4.4 Warranty Bond. As a condition precedent to Final Completion, Contractor must submit a warranty bond, using the form provided by City, to guarantee its Work as specified in Article 11, Completion and Warranty Procedures. The warranty bond must be issued by a surety admitted in California for **fifty percent (50%)** of the final Contract Price or as otherwise specified in the Contract Documents. If an issuing surety cancels the bond or becomes insolvent, within seven (7) days following written notice from City, Contractor must substitute a surety acceptable to City.

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.

(B) **Rate of Progress.** Contractor and its Subcontractors must, at all times, provide workers, materials, and equipment sufficient to maintain the rate of progress necessary to ensure full completion of the Work within the Contract Time. If City determines that Contractor is failing to prosecute the Work at a sufficient rate of progress, City may, in its sole discretion, direct Contractor to provide additional workers, materials, or equipment, or to work additional hours or days without additional cost to City, in order to achieve a rate of progress satisfactory to City. If Contractor fails to comply with City's directive in this regard, City may, at Contractor's expense, separately contract for additional workers, materials, or equipment or use City's own forces to achieve the necessary rate of progress. Alternatively, City may terminate the Contract based on Contractor's default.

5.2 Schedule Requirements. All schedules must be prepared using standard scheduling software acceptable to City, and must provide schedules in electronic and paper form as requested.

(A) **As-Planned (Baseline) Schedule.** Within fifteen (15) calendar days following issuance of the notice of award (or as otherwise specified in the Special Conditions), Contractor must submit to City for review and approval an as-planned (baseline) schedule showing in detail how Contractor plans to perform and fully complete the Work within the Contract Time using critical path methodology. The as-planned schedule must include the work of all trades required for the Work, and must be sufficiently comprehensive and detailed to enable progress to be monitored on a day-by-day basis. For each activity, the as-planned 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, and the duration.

(B) **Progress Schedules.** Contractor must submit an updated progress schedule and three (3) week look-ahead schedule, in the format specified by City, for review and approval with each application for a progress payment. The progress schedule must show how the actual

progress of the Work to date compared to the as-planned schedule, and must identify any actual or potential impacts to the critical path.

(C) **Recovery Schedule.** If City determines that the Work is more than one (1) week behind schedule, within seven (7) 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.

(D) **Effect of Approval.** Contractor and its Subcontractors must perform the Work in accordance with the most current approved schedule unless otherwise directed by City. City approval 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.

(E) **Posting.** Contractor must at all times maintain a copy of the most current approved progress or recovery schedule posted prominently in its on-site office.

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

(G) **Authorized Working Days and Times.** Contractor is limited to working Monday through Friday, excluding City of Morgan Hill-observed holidays, during City's normal business hours, except as expressly 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 these Contract Documents, including reimbursement of costs incurred for inspection, testing, and construction management services.

5.3 Delay and Extensions of Contract Time.

(A) **Excusable Delay.** The Contract Time may be extended if Contractor encounters 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 planning, foresight, and diligence ("Excusable Delay"). Grounds for Excusable Delay may include fire, earthquake, acts of terror or vandalism,

epidemic, unforeseeable adverse government actions, unforeseeable actions of third parties, encountering unforeseeable hazardous materials, unforeseeable site conditions, suspension for convenience under Article 13, or unusually severe weather.

(B) ***Non-Excusable Delay.*** Excusable Delay does not include delay that is concurrent with non-Excusable Delay, and does not include 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 (10) years;
- (2) Contractor's failure to order equipment and materials sufficiently in advance of the time needed for timely completion of the Work;
- (3) Contractor's failure to provide adequate notification to utility companies for connections or services necessary for the timely performance and completion of the Work;
- (4) foreseeable conditions Contractor could have ascertained from reasonably diligent inspection of the Worksite or review of the Contract Documents; or
- (5) Contractor's financial inability to perform the Work, including insufficient funds to pay its Subcontractors or suppliers.

(C) ***Request for Extension of Contract Time.*** A request for an extension of time and associated delay costs must be submitted in writing to City within ten (10) 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 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 delay costs 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 time or delay costs that does not strictly comply with 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,

e.g., by workforce management, change in sequencing, etc. 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. The request must specify the amount of any delay-related 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.

(3) *Supporting Documentation.* The request must also include any and all supporting documentation necessary to evidence the delay and its actual impacts, including schedule and cost impacts, including a time impact analysis using critical path methodology, and demonstrating 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 1) that the delay was an Excusable Delay, as defined above, 2) that Contractor has made reasonable efforts to mitigate the delay and its schedule and cost impacts, 3) that the delay will unavoidably result in delaying Final Completion, and 4) that any delay costs claimed by Contractor were actually incurred and were reasonable under the circumstances.

(5) *Recoverable Costs.* If Contractor is granted an extension of time for Excusable Delay, recompense for delay costs will be limited to actual, direct, reasonable, and substantiated costs, and will not include home office overhead, or markup for overhead and profit.

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

(7) *No Waiver.* Any grant of an extension of time or delay costs due to an Excusable Delay will not operate as a waiver of City's right to assess liquidated damages for unexcused delay.

(8) *Dispute Resolution.* In the event of a dispute over entitlement to an extension of time or delay costs, Contractor may not stop

working 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 time or delay 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 which are difficult to determine and accurately specify. Pursuant to Public Contract Code section 7203, if Contractor fails to achieve Final Completion within the Contract Time, City will charge Contractor in the amount specified in the Contract for each day that Final Completion is delayed beyond the Contract Time, as liquidated damages and not as a penalty.

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

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

(C) **Setoff.** City is entitled to set off the amount of liquidated damages assessed against any payments otherwise due to Contractor, including setoff against release of 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 unexcused delay in achieving Final Completion.

Article 6 Contract Modification

6.1 Changes in Work. City reserves the right to make changes in the Work without invalidating the Contract. City may direct or Contractor may request changes in the Work, and any such changes will be formalized in a Change Order, which may include commensurate changes in the Contract Price or Contract Time as applicable. Contractor must promptly comply with City-directed changes in the Work in accordance with the intent of the original Contract Documents, even if Contractor and City have

not yet reached agreement as to adjustments to the Contract Price or Contract Time.

(A) **City-Directed Change.** 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 an City-directed change, 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.

(B) **Contractor's Obligations.** In the event that City and Contractor dispute whether a portion or portions of the Work are already required by the Contract Documents as opposed to changed or extra 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.

(C) **Remedy for Non-Compliance.** Contractor's failure to promptly comply with an 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.

(D) **Dispute Resolution.** Contractor's sole recourse for an unresolved dispute related to changes in the Work is to comply with the dispute resolution provisions set forth in Article 12, below.

6.2 Contractor Change Order Requests. Contractor must submit a request or proposal for a change in the 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 must be submitted in writing to Project Manager within ten (10) 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.

(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, and subcontract amounts. 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.

(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, and agrees that any costs, expenses, or time extension request not included herein is deemed waived. Contractor understands that submission of claims which have no basis in fact or which Contractor knows to be false may violate the False Claims Act, as set forth in Government Code Sections 12650 et seq."

6.3 Adjustments to Contract Price. The amount of any increase or decrease to the Contract Price will be determined based on one (1) of the following methods in the order provided:

(A) **Unit Pricing.** Amounts previously provided by Contractor in the form of unit prices, either in a bid schedule or schedule of values, will apply if unit pricing has previously been provided in Contractor's accepted bid schedule or schedule of values for the affected Work;

(B) **Lump Sum.** A mutually agreed upon lump sum;

(C) **Time and Materials.** On a time and materials basis, which may include a not-to-exceed limit, calculated as the total of the following sums:

(1) All direct labor costs plus fifteen percent (15%) for overhead and profit;

(2) All direct material costs, including sales tax, plus fifteen percent (15%) for overhead and profit;

(3) All direct plant and equipment rental costs, plus fifteen percent (15%) for overhead and profit;

(4) All direct subcontract costs plus ten percent (10%) for overhead and profit; and

(5) Increased bond or insurance premium costs computed at one and one half percent (1½%) of total of the previous four (4) sums.

6.4 Unilateral Change Order. If City disagrees with the amount of compensation or extension of time that Contractor has requested, 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 in the amount 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 and Taxes.

(A) **General.** Contractor must obtain and pay for any and all permits, fees, or licenses required to perform the Work, unless otherwise indicated in the Contract Documents. Contractor must cooperate with and provide notifications to government agencies with jurisdiction over the Project, as may be required. Contractor must provide City with copies of all notices, permits, licenses, and renewals required for the Work.

(B) **Federal Excise Tax.** 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, including onsite office, sanitary facilities, storage, scaffolds, barricades, walkways, and any other temporary structure required to safely perform the Work along with any utility services incidental thereto.

(A) **Standards.** Such structures must be safe and adequate for the intended use, and installed and maintained in accordance with all applicable federal, state, and local laws, codes, and regulations.

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

(C) **Additional Requirements.** Additional provisions pertaining to temporary facilities may be included in the Specifications or Special Conditions.

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

7.4 Protection of Work and Property.

(A) **General.** Contractor is responsible at all times for protecting the Work and materials and equipment to be incorporated into the Work from damage until the Notice of Completion has been recorded. Except as specifically authorized by City, Contractor must confine its operations to the area of the Project site indicated in the Drawings. Contractor is liable for any damage caused to City's real or personal property, the real or personal property of adjacent property owners, or the work or personal property of other contractors working for City.

(B) **Unforeseen Conditions.** If Contractor encounters facilities, utilities, or other unknown conditions not shown on or reasonably inferable from the Drawings or apparent from inspection of the Project site, Contractor must promptly notify Project Manager, and must avoid taking any action which could cause damage to the facilities or utilities pending further direction from Project Manager. If Project Manager'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.

(C) **Support; Adjacent Properties.** Contractor must provide, install, and maintain all shoring, bracing, underpinning, etc., 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 law.

7.5 Noninterference. Contractor must take reasonable measures to 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.

7.6 Materials and Equipment.

(A) **General.** Unless otherwise specified, all materials and equipment required for the Work must be new and of the best grade for the intended purpose, and furnished in sufficient quantities to ensure the proper and expeditious performance of the Work. 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 recommendation. Contractor is responsible for all shipping, handling, and storage costs associated with the materials and equipment required for the Work, and is responsible for protecting the Work and all of the required materials, supplies, tools and equipment at Contractor's sole cost until City accepts the Project.

(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 of such items in accordance with the Contract Documents. Contractor must promptly notify City of any defects discovered in City-provided materials or equipment. 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 required for use of patented or copyright protected materials, equipment, devices or processes that are incorporated into the Work. Contractor's indemnity obligation in Article 4, applies to any claimed violation of intellectual property rights in violation of this provision.

7.7 Substitutions.

(A) **"Or Equal."** 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 Contractor may request use of any equal material, product, thing, or service.

(B) **Request for Substitution.** A request for substitution must be submitted to Project Manager for approval within the applicable time period provided in the Contract Documents. If no time period is specified, the substitution request may be submitted any time within thirty five (35)

days after the date of award of the Contract, or sufficiently in advance of the time needed to avoid delay of the Work, whichever is earlier.

(C) **Substantiation.** All data substantiating the proposed substitute as an “equal” item must be submitted with the written request for substitution. Contractor’s failure to timely provide necessary substantiation is ground 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. 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 associated with the substituted item(s). If the proposed substitution is rejected, Contractor must, without delay, install the item specified.

(F) **Contractor’s Obligations.** City’s review 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 by Inspector at all times and locations during construction and/or fabrication. All manufacturers’ application or installation instructions must be provided to the Inspector at least ten (10) days prior to the first such application or installation. Contractor must, at all times, make the Work available for inspection.

(B) **Scheduling and Notification.** Contractor must schedule all tests required by the Contract Documents in time to avoid any delay to the progress of the Work. Contractor must provide timely notice to all necessary parties as specified in the Contract Documents.

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

- (1) Contractor will be responsible for the costs of any subsequent 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 established rates, for inspection time lost because the Work is not ready or Contractor fails to appear for a scheduled inspection.

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

(D) **Contractor's Obligations.** Any Work that fails to comply with the requirements of the Contract Documents must be promptly repaired, replaced, or corrected by Contractor, at Contractor's sole expense, even if that Work was previously inspected or included in a progress payment. Contractor is solely responsible for any delay occasioned by remediation of noncompliant Work. Inspection of the Work does not in any way relieve Contractor of its obligations to perform the Work as specified.

(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 apply to final inspection under Article 11, Completion and Warranty Provisions.

7.9 Clean up. Contractor must regularly remove debris and waste materials and maintain the Worksite in clean and neat condition.

(A) **General.** Prior to discontinuing work in an area, Contractor must clean the area and remove all rubbish along with its construction equipment, tools, machinery, waste and surplus materials. Contractor must, at all times, minimize and confine dust and debris resulting from construction activities.

(B) **Completion.** At the completion of the Work, Contractor must remove from the Worksite all of its equipment, tools, surplus materials, waste materials and debris. Before demobilizing from the Worksite, 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.

(C) **Non-Compliance.** If Contractor fails to commence compliance with its cleanup obligations within two (2) business days following written

notification from City or its representative, City may undertake appropriate cleanup measures without further notice and the cost will be deducted from any amounts due or to become due Contractor.

7.10 Instructions and Manuals. Contractor must provide three (3) 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.** All manufacturers' application or installation instructions must be provided to the Inspector at least ten (10) days prior to the first such application. The instructions and manuals, along with any required guarantees, must be delivered to City for review.

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

7.11 As-built Drawings. Contractor and its Subcontractors must maintain on the Worksite a separate complete set of the Drawings which will be used solely for the purpose of recording changes made in any portion of the Work 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. Progress payments may be delayed, in whole or in part, 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, etc., installed underground, in walls, floors, or otherwise concealed. Deviations from the original Drawings must be shown in detail. The location of all main runs, whether piping, conduit, ductwork, drain lines, etc., must be shown by dimension and elevation.

(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 City for review and approval as a condition precedent to Final Completion.

7.12 Existing Utilities. As required by Government Code Section 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 such utility facilities not indicated in the Drawings 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 such delay was caused by City's failure to provide for removal or relocation of the utility facilities.

7.13 Notice of Excavation. Government Code Section 4216.2, requires that except in an emergency, Contractor must contact the appropriate regional notification center, or Underground Services Alert at 800-642-2444 (for Northern California), at least two (2) working days, but not more than fourteen (14) calendar days before starting any excavation if the excavation will be conducted in an area that is known, or reasonably should be known, to contain subsurface installations, and if practical, Contractor must delineate with white paint or other suitable markings the area to be excavated.

7.14 Trenching and Excavations.

(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 Section 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 law;

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

(3) Unknown physical conditions at the Worksite 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 do materially differ or do 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 (A) above, Contractor will not be excused from any scheduled completion date provided for in the Contract Documents, 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 law which pertain to the resolution of disputes between Contractor and City.

7.15 Trenching of Five Feet or More. As required by Labor Code Section 6705, if the Contract Price exceeds Twenty Five Thousand Dollars (\$25,000.00) and the Work includes the excavation of any trench or trenches of five (5) feet or more in depth, a detailed plan must be submitted to City or its civil or structural engineer, for acceptance in advance of the excavation. The detailed plan must show the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation. If the plan varies from the shoring system standards, it must be prepared by a 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. 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.

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 Project Manager, upon discovery of any potential historic or archeological items, including historic or prehistoric ruins, burial grounds, 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 eighty five (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, any such assistance to be compensated as extra work on a time and materials basis under Article 6, Contract Modification. Any suspension of Work required due to discovery of Historic or Archeological Items will be treated 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 and its Subcontractors must at all times in the performance of the Work comply with all applicable federal, state, and local laws and regulations 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 the same 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 must comply with all other applicable state, municipal or regional laws, ordinances, rules or regulations governing discharge of stormwater, including applicable municipal stormwater management programs.

Article 8 Payment

8.1 Schedule of Values. Prior to submitting its first application for payment, Contractor must prepare and submit to Project Manager a schedule of values apportioned to the various divisions and phases of the Work. 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.

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 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 Worksite, as well as authorized and approved Change Orders. Each pay application must be supported by Contractor's schedule of values and any other substantiating data required by the Contract Documents.

Each application for payment shall be accompanied by completed "Contract Balance Form," a copy of which is provided at the end of Article 8.

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

8.3 Adjustment of Payment Application. City may adjust or reject a payment application, including application for Final Payment, in whole or in part, based upon any of the circumstances listed below. Contractor will be notified in writing of the basis for the adjustment, and will be promptly paid once the basis for that adjustment has been remedied and no longer exists.

(A) Contractor's unexcused failure to perform the Work as required by the Contract Documents, including correction or completion of punch list items;

(B) Loss or damage caused by Contractor or its Subcontractor(s) arising out of or relating to performance of the Work;

(C) Contractor's failure to pay its Subcontractors and suppliers when payment is due;

(D) Failure to timely correct rejected, nonconforming, or defective Work;

(E) Unexcused delay in performance of the Work;

- (F) Any unreleased stop notice, retained as one hundred twenty five percent (125%) of the amount claimed;
- (G) Failure to submit any required schedule or schedule update in the manner and within the time specified in the Contract Documents;
- (H) Failure to maintain or submit as-built documents in the manner and within the time specified in the Contract Documents;
- (I) Work performed without approved Shop Drawings, when approved Shop Drawings are required before proceeding with the Work;
- (J) Contractor's payroll records are delinquent or inadequate; and
- (K) Any other costs or charges that may be offset against payments due, as provided in the Contract Documents, including liquidated damages.

8.4 Acceptance of Work. 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 (5%) of the amount due on each progress payment, or the percentage stated in the Notice Inviting Bids, whichever is greater, as retention to ensure full and satisfactory performance of the Work.

(A) ***Substitution of Securities.*** As provided by Public Contract Code Section 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 Section 22300, and will be subject to approval as to form by City's legal counsel.

(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 under Section 8.3 or 8.6 will be released as Final Payment to Contractor no sooner than thirty five (35) days following recordation of the notice of completion, and no later than sixty (60) days following acceptance of the Project by City's governing body or authorized designee, or, if the Project has not been accepted, no later than sixty (60) days after the Project is otherwise considered complete under Public Contract Code Section 7107(c).

8.6 Setoff. City is entitled to set off any amounts due from Contractor against any payments due to Contractor. City's entitlement to setoff includes progress payments as well as Final Payment and release of retention.

8.7 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 Worksite by the Subcontractor or supplier during the preceding month. Such payments must be made in accordance with the requirements of the law, and those of the Contract Documents and applicable subcontract or supplier contract.

(A) **Withholding for Stop Notice.** City will withhold one hundred twenty five percent (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 to issue joint checks made payable to Contractor and its Subcontractors or suppliers. 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 City. 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.

8.8 Final Payment. Final Completion, acceptance of the Work by City, and recordation of the Notice of Completion, and any release required by the Contract Documents are conditions precedent to Final Payment and release of undisputed retention, as set forth above. 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. The date of Final Payment is deemed to be effective on the date that City acts to release retention as final payment to Contractor, or otherwise provides written notice to Contractor of Final Payment. 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.

8.9 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 release of all claims against City arising from or related to the portion of Work covered

by those undisputed amounts. Any disputed amounts may be specifically excluded from the release.

8.10 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 Federal and California laws including the California Fair Employment and Housing Act (Government Code Sections 12900 et seq.), Government Code Section 11135, and Labor Code Sections 1735, 1777.5, 1777.6, and 3077.5.

9.2 Labor Code Requirements.

(A) **Eight Hour Day.** Under Labor Code Section 1810, eight (8) hours of labor constitute a legal day's work under this Contract.

(B) **Penalty.** Under Labor Code Section 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 (8) hours in any one (1) calendar day or more than forty (40) hours per calendar week, except if such workers are paid overtime under Labor Code Section 1815.

(C) **Apprentices.** Contractor is responsible for compliance with the requirements governing employment and payment of apprentices, as set forth in Labor Code Section 1777.5, which is fully incorporated by reference.

(D) **Notices.** Under Labor Code Section 1771.4, Contractor is required to post all job site notices prescribed by law or regulation.

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

(A) **Penalties.** Under Labor Code Section 1775, Contractor and any Subcontractor will forfeit to City as a penalty up to Two Hundred Dollars (\$200.00) for each calendar day, or portion a day, 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 current applicable prevailing wage rates under federal law, available online at <http://www.access.gpo.gov/davisbacon/ca.html>.

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

(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.

(2) Contractor or Subcontractor has complied with the requirements of Labor Code Sections 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, or to the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the Department of Industrial Relations, and as further provided by the Labor Code.

(C) **Enforcement.** Upon notice of noncompliance with Labor Code Section 1776, Contractor or Subcontractor has ten (10) days in which to comply with requirements of this section. If Contractor or Subcontractor fails to do so within the ten (10) day period, Contractor or Subcontractor will forfeit a penalty of One Hundred Dollars (\$100.00) per day, or portion a day, 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 progress payments then due.

9.5 Labor Compliance. Under Labor Code section 1771.4, the Contract for this Project is subject to compliance monitoring and enforcement by the California Department of Industrial Relations.

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 comply with all applicable safety laws, rules and regulations and seek to avoid injury, loss, or damage to persons or property by taking reasonable steps to protect its employees and other persons at the Worksite, materials and equipment stored on or off site, and property at or adjacent to the Worksite.

(A) **Reporting Requirements.** Contractor must immediately provide a written report to City of all recordable accidents and injuries occurring at the Worksite. 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 law or regulation.

(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 Worksite 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, this Contract does not include the removal, handling, or disturbance of any asbestos or other Hazardous Materials. If Contractor encounters materials on the Worksite 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 must maintain Material Safety Data Sheets (“MSDS”) at the Worksite, as required by law, for materials or substances used or consumed in the performance of the Work. The MSDS 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 Worksite and/or used in the performance of the Work.

(B) **Labeling.** Contractor must ensure proper labeling on any material brought onto the Worksite 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.

Article 11 Completion and Warranty Provisions

11.1 Final Completion.

(A) **Final Inspection.** When the Work required by this Contract is fully performed, Contractor must provide written notification to Project Manager requesting final inspection. Based on this inspection, the Design Professional will prepare a punch list of items that are incomplete, incorrectly installed, or not operating as required by the Contract Documents. The omission of any such item from this punch list will not relieve Contractor from fulfilling all requirements of the Contract Documents.

(B) **Punch List.** City will promptly deliver the punch list to Contractor and 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.

(C) **Requirements for Final Completion.** Final Completion will be achieved upon completion or correction of all punch list items, as verified by inspection, and upon satisfaction of all other Contract requirements,

including any commissioning required under the Contract Documents, and submission of all final submittals, including a warranty bond as required under Section 4.4, instructions and manuals as required under Section 7.10, and as-built drawings as required under Section 7.11, all to City's satisfaction. Once Final Completion is achieved, and the Project has been formally accepted by City, City will file a notice of completion with the County Recorder.

(D) **Final Payment.** Final Payment and release of retention, less any sums withheld pursuant to the provisions of the Contract Documents, will not be made sooner than thirty five (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 elect to accept the Project and record the notice of completion, and withhold up to one hundred fifty percent (150%) of City's estimated cost to complete the remaining items from Final Payment.

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. 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 (1) year from the date of recordation of the notice of completion (the "Warranty Period"), except when a longer guarantee is provided by a supplier or manufacturer or is required by the Specifications or Special Conditions. Contractor must obtain from its Subcontractors, suppliers and manufacturers any special or extended warranties required by the Contract Documents.

(C) **Warranty Documents.** As a condition precedent to acceptance, 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 expressly agrees to act as 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.

(F) **City's Remedies.** If Contractor and/or its responsible Subcontractor fails to correct defective Work within ten (10) days following notice by City, or sooner, if required by the circumstances, Contractor expressly agrees that City may correct the defects to conform with Contract Documents at Contractor's sole expense, and Contractor agrees to reimburse City for its costs within thirty (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 is 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 incurred by City 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. City will notify Contractor in writing of its intent to occupy or make use of the Project or any portions of the Project, pursuant to this provision.

(A) **Non-Waiver.** Occupation or use 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 perform the Work.

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 recordation of the Notice of Completion, 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) **Definition.** “Claim” means a separate demand by Contractor, submitted in writing, for 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.

(B) **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.

(C) **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 Section 9204 and Sections 20104 et seq.

(D) **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 the 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.

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, clearly identified as a “Claim” submitted pursuant to this Article 12, and

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 copy of the 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 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 claimed cost. Any Claim for an extension of time or delay costs must be substantiated with schedule analysis and narrative depicting and explaining claimed time impacts.

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

- (1) General introduction, specifically identifying the submission as a "Claim" submitted under this Article 12.
- (2) Relevant background information, including identification of the specific demand at issue, and the date of City's rejection of that demand.
- (3) Detailed explanation of the issue(s) in dispute. For multiple issues, separately number and identify each issue and include the following for each separate issue:
 - (a) The background of the issue, including references to relevant provisions of the Contract Documents;
 - (b) A succinct statement of the matter in dispute, including Contractor's position and the basis for that position;
 - (c) A chronology of relevant events;
 - (d) The identification and attachment of all supporting documents (see subsection (A), above, on Substantiation); and
 - (e) Use of a separate page for each issue.
- (4) Summary of issues and damages.
- (5) 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 are true and correct. Contractor warrants that this Claim is comprehensive and complete as to the matters in dispute, and agrees that any costs, expenses, or delay claim not included herein are deemed waived. Contractor understands that submission of a Claim which has no basis in fact or which Contractor knows to be false may violate the False Claims Act (Government Code Section 12650 et seq.).”

(C) **Submission Deadlines.**

(1) A Claim must be submitted within fifteen (15) 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.

(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 fifteen (15) days of the effective date of Final Payment, under Section 8.8, above.

(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 forty five (45) days of receipt of the Claim with a written statement identifying which portion(s) of the Claim are disputed, unless the forty five (45)-day period is extended by mutual agreement of City and Contractor. However, the City may first request, in writing, within thirty (30) days of receipt of the Claim, any additional documentation supporting the Claim or relating to defenses to the Claim that City may have against Contractor. If Contractor fails to submit the additional documentation to City within fifteen (15) days of receipt of City’s request, the Claim will be deemed waived.

(A) **Additional Information.** If additional information is thereafter required, it may be requested and provided upon mutual agreement of City and Contractor.

(B) **City's Response.** City's written response to the Claim, as further documented, will be submitted to Contractor within fifteen (15) days after receipt of the further documentation or within a period of time no greater than that taken by Contractor in producing the additional information, whichever is greater.

(C) **Non-Waiver.** Any failure by City to respond within the times specified above may 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, Contractor must notify City in writing, either within fifteen (15) days of receipt of City's response, or within fifteen (15) days of City's failure to respond within the specified time, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. If Contractor fails to dispute City's response, in writing, within the specified times, 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 thirty (30) days, or later if needed to ensure the mutual availability of all 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 (10) 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 (10) working days after the City issues the written statement identifying any portion(s) of the Claim remaining in dispute, the disputed portion(s) will be submitted for mediation as set forth below.

12.5 Mediation and Government Code Claims.

(A) **Mediation.** Mediation under this Article will be scheduled within sixty (60) days following conclusion of the meet and confer process, with a mediator that the parties mutually agreed upon. The mediation itself may take place more than sixty (60) days following conclusion of the meet and confer process to ensure the mutual availability of the selected mediator

and all of the individuals that each party requires to represent its interests. The parties must share the costs of mediation equally, except costs incurred by each party for representation by legal counsel or any other consultant.

(B) **Government Code Claims.**

(1) Timely presentment of a Government Code Claim is a condition precedent to filing any legal action based on or arising from the Contract.

(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 as a result of the meet and confer process, including any period of time used by the meet and confer process. If the parties agree to mediation, the time for filing a Government Code Claim will be tolled until conclusion of the mediation 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. It is expressly agreed, under California Code of Civil Procedure Section 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 Damages. 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 recovery of any alleged home office overhead. The Eichleay Formula or similar formula may not be used for any recovery under the Contract. Contractor is not entitled to consequential damages, including home office overhead or any form of overhead not directly incurred at the 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.

12.9 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, 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, City may immediately order the Work, or any portion of it, suspended until the cause for the suspension has been eliminated to City's satisfaction.

(A) **Failure to Comply.** Contractor will not be entitled to an increase in Contract Time or Contract Price for a suspension occasioned by Contractor's failure to comply with the Contract Documents.

(B) **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, and not due to any act or omission by Contractor or its Subcontractors. Upon notice by City pursuant to this provision, Contractor must immediately suspend, delay, or interrupt the Work as directed by City. The Contract Price and the Contract Time will be equitably adjusted by Change Order to reflect the cost and delay impact occasioned by such suspension for convenience.

13.3 Termination for Default. Contractor may be deemed in default for a material breach of or inability to perform the Contract, including Contractor's refusal or failure to supply sufficient skilled workers, proper materials, or equipment to perform the Work within the Contract Time; refusal or failure to make prompt payment to its employees, Subcontractors, or suppliers or to correct rejected work; disregard of laws, regulations, ordinances, rules, or orders of any public agency with jurisdiction over the Project; or if Contractor lacks financial capacity to complete the Work within the Contract Time; or is otherwise responsible for a material breach of the Contract requirements.

(A) **Notice.** Upon City's determination that Contractor is in default, City may provide Contractor and its surety written notice of default and intent to terminate the Contract.

(B) **Termination.** Within seven (7) calendar days after notice of intent to terminate for default has been given, unless the default is cured or arrangements to cure the default have been made and memorialized in writing, to City's satisfaction, City may terminate the Contract by written notice to Contractor with a copy to Contractor's surety.

(C) **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 (7) calendar days from the date of the notice of termination, Contractor's surety will be deemed to have waived its right to complete the Work under the Contract, and 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. In addition, City will have the right to use any materials, supplies, and equipment belonging to Contractor and located at the Worksite for the purposes of completing the remaining Work.

(D) **Wrongful Termination.** 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, in Section 13.4, below. Contractor waives any claim for any other damages for wrongful termination including consequential damages, lost opportunity costs or lost profits.

13.4 Termination for Convenience. City reserves the right to terminate all or part of the Contract for convenience upon written notice to Contractor. Upon receipt of such notice, Contractor must immediately stop the Work, comply with City's instructions to protect the completed Work and materials, and use its best efforts to minimize further costs. In the event of termination for convenience, the parties agree that the following will constitute full and fair compensation to Contractor, and that Contractor will not be entitled to any additional compensation:

(A) **Completed Work.** The value of its Work satisfactorily performed to date, including Project overhead and profit based on Contractor's schedule of values;

(B) **Demobilization.** Actual and substantiated demobilization costs; and

(C) **Markup.** Five percent (5%) of the total value of the Work performed as of the date of notice of termination or five percent

(5%) of the value of the Work yet to be completed, whichever is less.

- 13.5 Provisions Remaining in Effect.** Upon termination pursuant to this Article, the provisions of the Contract Documents remain in effect as to any claim, indemnity obligation, warranties, guarantees, submittals of as-built drawings, instructions, or manuals, 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 Section 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. Section 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the Contract or 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 amended accordingly.
- 14.3 Waiver.** No 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 be effective unless it is in writing and signed by the party waiving the breach, failure, right, or remedy. No waiver of any breach, failure, right, or remedy will 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 the waiving party.
- 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 that bids were due.

END OF GENERAL CONDITIONS

SPECIAL CONDITIONS

1.1 Shop Drawings. Whenever Shop Drawings are required by the Contract Documents or by the Engineer, Contractor must submit five (5) prints of each shop drawing to the Engineer.

(A) If three (3) prints of the drawing are returned to Contractor marked "NO EXCEPTIONS TAKEN," further revision of the drawings will not be required. If one (1) print of the drawing is returned to Contractor marked "REVISE AND RESUBMIT," Contractor must revise the drawing and resubmit five (5) copies of the revised drawing to the Engineer. City reserves the right to withhold payment due Contractor to cover additional costs of the Engineer's review beyond the second submission.

(B) Fabrication of an item may not commence before the Engineer has reviewed the pertinent shop drawings and returned copies to Contractor marked either "NO EXCEPTIONS TAKEN" or "MAKE CORRECTIONS NOTED."

(C) Revisions indicated on shop drawings are deemed necessary to meet the existing requirements of the Contract Documents and may not be taken as the basis of claims for extra Work. Contractor is not entitled to claim for damages or extension of time due to any delay resulting from making the required revisions to shop drawings. The Engineer's review of the shop drawings does not relieve Contractor of responsibility for any errors or omissions contained in the shop drawings nor will such review operate to waive or modify any provision contained in the Contract Documents.

2.1 Construction Water and Wastewater. City will provide water required for performance of the Work. Contractor is responsible for the appropriate disposal of waste water in coordination with City personnel. Contractor must provide a backflow preventer on all point of connections to City's Water System. All backflow preventers must be checked and approved by City's Public Works Water Division. Contractor must provide a deposit (refundable) and make necessary arrangements to pick up a hydrant meter at City's Public Works Office. At the completion of the Project, if the hydrant meter is not returned promptly or if it is damaged, Contractor shall forfeit its deposit.

3.1 Equipment. Contractor must provide and use equipment and plants suitable to produce the quality of Work and materials required by the Contract Documents. Contractor may be required to remove equipment which the Engineer deems unsuitable for the Work. Contractor must ensure that equipment is operated by trained, experienced operators, and at a speed or rate of production not to exceed that recommended by the manufacturer. Any vehicles

used to haul materials over existing streets and highways must be equipped with pneumatic tires.

4.1 **Lines and Grades.** The Engineer will set the stakes or marks necessary to establish the lines and grades required for the completion of the Work in accordance with the Contract Documents. Contractor must give at least two (2) working days' notice to the Engineer of the need for setting any lines and grades.

(A) **Measurements.** Distances and measurements are given and will be made in a horizontal plane. Grades are given from the top of stakes or nail unless otherwise noted. Three (3) consecutive points shown on the same rate of slope must be used in common in order to detect any variation from a straight grade. Any variation from a straight grade, straight slope or line, must be reported to the Engineer. If such discrepancy is not reported to the Engineer, Contractor is responsible for any error in the finished work.

(B) **Stakes.** Contractor must preserve all stakes and points set for lines, grades or measurements of the Work in their proper places until authorized by the Engineer to remove them. All expense incurred by replacing stakes that have been removed without proper authority may be deducted from any payment due to Contractor.

5.1 **Disposal of Materials Outside of Street Right-of-Way.** Unless otherwise specified in the Specifications or Special Conditions, Contractor is solely responsible for disposing of materials outside the street right-of-way and for all associated costs. Before disposing materials outside the street right-of-way, Contractor must 1) obtain a written release from the property owner releasing City from any and all responsibility in connection with the disposal of material on that property; and 2) obtain permission from the Engineer to dispose of the material at the permitted location.

6.1 **Emergency Contact.** Prior to the commencement of Work on the Project, Contractor must provide contact information to the Engineer for the person designated by Contractor to respond to any emergency that arises on the Worksite during the course of the Project. That person will be responsible for responding to the Worksite within thirty (30) minutes following notification of an emergency by City's Police or Fire Department, regardless of the time of day.

7.1 **Right-of-Way.** City will provide the right-of-way for performance of the Work. Contractor is solely responsible for any additional area required outside of the designated the right-of-way, unless otherwise provided in the Contract Documents.

(A) **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 and its subcontractors shall at all times in the performance of the Work comply with all applicable federal, state, and local laws and regulations concerning pollution of waterways.

8.1 **Authorized Work Days and Hours.**

(A) **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.

(B) **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 5:00 p.m.

9.1 **Construction Scheduling/Sequencing.** Subject to the approval of the Contractor's County encroachment permit, the Contractor will be allowed to close Highland Avenue with the road closure limits coinciding with the extents of the new 30" sewer trunk main installation. Contractor shall refer to section 10.1 below for County encroachment permit requirements.

All work under this Contract shall be conducted in a manner which will minimize shutdowns, roadway closures, or traffic obstructions caused by the construction. Shutdowns causing damage to adjacent public right-of-way and private property shall not be permitted, and any damage resulting shall be the sole responsibility of the Contractor.

10.1 **County Encroachment Permit.** The project site is within the County of Santa Clara's right of way. The Contractor shall obtain an encroachment permit from the County of Santa Clara's Roads and Airports Department prior to the start of construction work. Information on the County's encroachment permit application can be obtained at:

<https://www.sccgov.org/sites/rda/info/permit/Pages/Encroachment.aspx>

The Contractor's Santa Clara County encroachment permit application package shall consist of the following, but not limited to:

1. Completed encroachment permit application
2. Best Management Practices (BMP) Acknowledgement
3. Workers' Compensation Acknowledgement
4. Traffic Control Plans, stamped and signed by a California registered Civil Engineer
5. Construction Staging Plans
6. Sewer System Bypass Plans
7. Five (5) full size and two (2) half size plan sets (provided by the City)

11.1 SCVWD Encroachment Permit. If the Contractor requires a temporary sewer bypass within the Santa Clara Valley Water District (SCVWD) right-of-way, the Contractor shall obtain an encroachment permit from the SCVWD office prior to starting construction. Contractor shall refer to Section 3.06, "Sewer Bypassing", of the Technical Provisions and the SCVWD Encroachment Permit Application Requirements at:

http://www.valleywater.org/uploadedFiles/Programs/BusinessInformationPermits/Permits/Encroachment_Permits_Application.pdf

If required, the Contractor's SCVWD encroachment permit application package shall consist of the following, but not limited to:

1. Completed encroachment permit application (included Project Assessment Form)
2. Sewer System Bypass plans, stamped and signed by California registered engineer
3. Traffic Control Plans, stamped and signed by a California registered Civil Engineer
4. Two (2) full size (if submitted by mail) or one (1) electronic project plan sets (if submitted electronically via email) (provided by the City)
5. Contractor's insurance coverage

12.1 Construction Yard Staging. The Contractor shall be responsible for acquiring or leasing space for temporary construction material and equipment staging. Any staging on private property shall be arranged and agreed upon solely between the Contractor and Property Owner(s). The Contractor shall provide the City a copy of the executed project related staging agreement between the Contractor and Property Owner(s).

13.1 Sewer Flowmeter Equipment. Prior to the activation of the 30" sewer trunk line at 12690 Harding Avenue, the Contractor shall 1) complete the installation of the new sewer manhole adjacent to 12690 Harding and over the existing 30" sewer trunk main line and 2) coordinate with the City and flowmeter monitoring consultant to complete the installation and activation of the City's flowmeter in the newly installed 30" sewer manhole, as referenced in item 1).

Contractor shall notify the City one week prior to completion of the new sewer manhole facility.

END OF SPECIAL CONDITIONS

TECHNICAL PROVISIONS

SECTION 1.00 - GENERAL REQUIREMENTS

1.01 ORDER OF WORK

- a. Description: The Contractor shall follow the sequence of operations as set forth herein.

Contractor shall develop, prepare and submit a Sanitary Sewer Replacement Logistics Plan (SSRLP) to the Engineer for review and approval two (2) weeks prior to beginning of work. The SSRLP shall show contractor's construction methodology to be implemented in order to maintain Sanitary Sewer service at all times throughout construction. The SSRLP will also include staging, traffic control, temporary sewage bypass plan, and construction area sign layout. The temporary sewage bypass shall be in accordance with Section 3.08 of these technical provisions.

Contractor shall provide a construction schedule as specified in Section 1.09, Progress Schedule of these Technical Provisions, for the Engineer's approval.

Contractor shall notify and distribute notices to all affected residents and businesses a minimum of 48 hours but no earlier than 72 hours prior to affecting the resident's or business' sanitary sewer service.

Contractor shall maintain ingress/egress and sewage lateral service (if any) for all businesses and residents at all times during their normal hours. Contractor and Engineer shall meet with all affected businesses and residents to coordinate construction schedule, hours of work, maintaining of ingress/egress and reconstruction and replacement intentions to businesses' and residents' facilities that will be impacted during construction.

Prior to the start of construction, the Contractor shall record (video or DVD) a site survey of all existing facilities in the vicinity of work to insure all appurtenances are restored in-kind following construction activities for the sanitary sewer main replacement. The site survey shall be submitted to the City prior to the start of work.

The Project is within the County of Santa Clara's and Santa Clara Valley Water District's right of way and shall be subject to the County's encroachment permit requirements.

The Santa Clara County Roads and Airports Department and Santa Clara Valley Water District, if necessary for sewer bypass operations, encroachment permits shall be included as part of the contract documents. The requirements from these permits will be fully enforced.

The contractor shall cooperate with utility companies (P G & E, Verizon, Charter Cable, San Martin County Water District and others) as well as other projects in the area. The contractor shall coordinate all their activities with the utility companies and contractors to

provide them with sufficient time and opportunity to locate or relocate their facilities, if needed.

The contractor shall perform all work for the project between 7AM to 5PM, Monday through Friday, excluding City and County observed holidays, unless otherwise directed and approved by the Engineer. Unless authorized by the Engineer, there shall be no work performed at night or on Saturday, Sunday or Public Holidays. If authorized by the Engineer, night work shall be conducted between 10PM to 6AM, Monday through Friday only. The contractor shall not work on City observed holidays.

- b. Measurement and Payment: Full compensation for conforming to the provisions in this section "Order of Work" including development, preparation and submittal of SSRLP and coordination with utility companies and contractors, and notification to all affected residents and businesses shall be considered as included in the contract prices paid for the various items of work involved and no additional compensation will be allowed therefore.

1.02 MAINTAINING TRAFFIC

- a. Description: Attention is directed to Sections 7-1.03, "Public Convenience," 7-1.04, "Public Safety," and 12, "Temporary Traffic Control" of the Standard Specifications, to the provisions in "Public Safety" of the General Requirements and to Section 2.03 of the Technical Provisions. Nothing in these requirements shall be construed as relieving the Contractor from the responsibilities specified in Section 7-1.04 of the Standard Specifications.

Flaggers shall be provided at non-signalized intersections when traffic conditions warrant as determined by the Engineer. At least one lane of traffic shall be provided through the construction area during construction, unless otherwise specifically authorized by the Engineer. Two lanes of traffic shall be provided through the project area during non-working hours.

Vehicular, pedestrian, and customer access to all properties, driveways, sidewalks, patios, doorways, entrances and parking lots shall be maintained at all times. Contractor shall provide trench plates where necessary to accommodate access or provide other means of access.

The Contractor must submit a Stage Construction Plan, including the project's traffic control plan, at least two weeks prior to beginning of work, to both the City of Morgan Hill and the County of Santa Clara for review and approval.

The Traffic Control Plans shall be prepared by a California registered civil engineer in accordance with the latest California Manual on Uniform Traffic Control Devices (MUTCD), County of Santa Clara Standards and all other applicable standards and requirements.

- b. Measurement and Payment: Full compensation for conforming to the provisions in this section "Maintaining Traffic," including preparation and modification of a Stage Construction Plan (including the project's traffic control plan) shall be considered as included in the contract lump sum price paid for Traffic Control System, and no additional compensation will be allowed therefor.

1.03 PUBLIC SAFETY

- a. Description: The Contractor shall provide for the safety of traffic and the public in conformance with the provisions in Section 7-1.04, "Public Safety," of the Standard Specifications and these technical provisions.

The Contractor shall install temporary railing (Type K) between a lane open to public traffic and an excavation, obstacle or storage area when the following conditions exist:

- 1) Excavations.—The near edge of the excavation is 12 feet or less from the edge of the lane, except:
 - a) Excavations covered with sheet steel or concrete covers of adequate thickness to prevent accidental entry by traffic or the public.
 - b) Excavations less than one foot deep.
 - c) Trenches less than one foot wide for irrigation pipe or electrical conduit, or excavations less than one foot in diameter.
 - d) Excavations parallel to the lane for the purpose of pavement widening or reconstruction.
 - e) Excavations in side slopes, where the slope is steeper than 1:4 (vertical:horizontal).
 - f) Excavations protected by existing barrier or railing.
- 2) Temporarily Unprotected Permanent Obstacles.—The work includes the installation of a fixed obstacle together with a protective system, such as a sign structure together with protective railing, and the Contractor elects to install the obstacle prior to installing the protective system; or the Contractor, for the Contractor's convenience and with permission of the Engineer, removes a portion of an existing protective railing at an obstacle and does not replace such railing complete in place during the same day.
- 3) Storage Areas.—Material or equipment is stored within 12 feet of the lane and the storage is not otherwise prohibited by the provisions of the Standard Specifications and these technical provisions. Contractor shall also locate and secure a construction storage area. The storage area shall be subject to review, correction and acceptance by the Engineer prior to authorizing a "Notice to Proceed."

Except for installing, maintaining and removing traffic control devices, whenever work is performed or equipment is operated in the following work areas, the

Contractor shall close the adjacent traffic lane unless otherwise provided in the Standard Specifications and these technical provisions:

| Approach Speed of Public Traffic (Posted Limit) | Work Areas |
|---|---|
| 45 Miles Per Hour | Within 6 feet of a traffic lane but not on a traffic lane |
| 35 to 45 Miles Per Hour | Within 3 feet of a traffic lane but not on a traffic lane |

The lane closure provisions of this section shall not apply if the work area is protected by permanent or temporary railing or barrier.

When traffic cones or delineators are used to delineate a temporary edge of a traffic lane, the line of cones or delineators shall be considered to be the edge of the traffic lane, however, the Contractor shall not reduce the width of an existing lane to less than 10 feet without written approval from the Engineer.

When work is not in progress on a trench or other excavation that required closure of an adjacent lane, the traffic cones or portable delineators used for the lane closure shall be placed off of and adjacent to the edge of the traveled way. The spacing of the cones or delineators shall be not more than the spacing used for the lane closure. Suspended loads or equipment shall not be moved nor positioned over public traffic or pedestrians.

- b. Measurement and Payment: Full compensation for conforming to the provisions in this section "Public Safety," including furnishing and installing traffic control devices including channelizers, cones and temporary crash cushion modules, shall be considered as included in the contract prices paid for the various items of work involved and no additional compensation will be allowed therefor.

1.04 EXCAVATION SAFETY PLANS

- a. Description: Section 7-1.02K(6)(b), "Excavation Safety," of the Standard Specifications is amended to read:

7-1.02K(6)(b) EXCAVATION SAFETY

- The Contractor is solely responsible for excavation safety, including support to all adjacent improvements. This requirement is continuous and not limited to normal working hours.
- The Construction Safety Orders of the Division of Occupational Safety and Health shall apply to all excavations. For all excavations 5-feet or more in depth, the Contractor shall submit to the Engineer a detailed plan showing the

design and details of the protective systems to be provided for worker protection from the hazard of caving ground during excavation. The detailed plan shall include any tabulated data and any design calculations used in the preparation of the plan. Excavation shall not begin until the detailed plan has been reviewed and approved by the Engineer.

- Detailed plans of protective systems for which the Construction Safety Orders require design by a registered professional engineer shall be prepared and signed by an engineer who is registered as a Civil Engineer in the State of California, and shall include the soil classification, soil properties, soil design calculations that demonstrate adequate stability of the protective system, and any other design calculations used in the preparation of the plan.
- No plan shall allow the use of a protective system less effective than that required by the Construction Safety Orders.
- If the detailed plan includes designs of protective systems developed only from the allowable configurations and slopes, or Appendices, contained in the Construction Safety Orders, the plan shall be submitted at least 5 days before the Contractor intends to begin excavation. If the detailed plan includes designs of protective systems developed from tabulated data, or designs for which design by a registered professional engineer is required, the plan shall be submitted at least 3 weeks before the Contractor intends to begin excavation.
- Attention is directed to Section 6705 of the Labor Code concerning trench excavation safety plans.

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

1.05 DUST CONTROL

- a. Description: Dust control shall conform to the provisions in Section 10-5, "Dust Control," of the Standard Specifications and these Technical Provisions.
- b. Measurement and Payment: Full compensation for conforming to the provisions in this section "Dust Control" shall be considered as included in the contract prices paid for the various items of work involved and no additional compensation will be allowed therefor.

1.06 WATER POLLUTION CONTROL

- a. General: Water pollution control work shall conform to the provisions in Section 13, "Water Pollution Control," of the Standard Specifications and these specifications.

For the entire duration of construction activities for this project, the California Stormwater Quality Association (CASQA) Best Management Practice (BMP) Handbook for construction shall be used. Furthermore, contractor is fully responsible to provide erosion and sediment control for the entire construction site at all times. Contractor shall be responsible for initiating the required control measures. CASQA BMP information can be viewed and downloaded at

<http://cabmphandbooks.com>

The Contractor shall know and fully comply with the applicable provisions of the Manuals and Federal, State, and local regulations that govern the Contractor's operations and storm water discharges from both the project site and areas of disturbance outside the project limits during construction.

Under no circumstances, shall concrete wash water, water from sawcutting operations or any other contaminated water be allowed to enter the storm drain system or other drainage courses.

The City assumes no responsibility whatsoever to the Contractor or a property owner with respect to any arrangements made between the Contractor and the property owner to allow disturbance of areas outside the project limits.

The Contractor shall be responsible for the costs and for liabilities imposed by law as a result of the Contractor's failure to comply with the requirements set forth in this section "Water Pollution Control" including, but not limited to, compliance with the applicable provisions of the Manuals and Federal, State, and local regulations. For the purposes of this paragraph, costs and liabilities include, but are not limited to, fines, penalties, and damages whether assessed against the City or the Contractor, including those levied under the Federal Clean Water Act and the State Porter Cologne Water Quality Act.

In addition to the remedies authorized by law, an amount of the money due the Contractor under the contract, as determined by the City, may be retained by the City disposition has been made of the costs and liabilities.

The retention of money due the Contractor shall be subject to the following:

- 1) The City will give the Contractor 30 days notice of the City's intention to retain funds from partial payments, which may become due to the Contractor prior to acceptance of the contract. Retention of funds from payments made after acceptance of the contract may be made without prior notice to the Contractor.
- 2) If the City has retained funds and it is subsequently determined that the City is not subject to the costs and liabilities in connection with the matter for which the

retention was made, the City shall be liable for interest on the amount retained at the legal rate of interest for the period of the retention.

Conformance with the provisions in this section "Water Pollution Control" shall not relieve the Contractor from the Contractor's responsibilities as provided in Section 7, "Legal Relations and Responsibility to the Public," of the Standard Specifications.

- b. Measurement and Payment: Full compensation for water pollution control, including furnishing all labor, materials tools, equipment, and incidentals, and for doing all the work involved in planning, implementing, and maintaining the water pollution control shall be considered as included in the lump sum price paid for **Water Pollution Control, (Bid Item 4)**, and no separate payment will be made therefor.

1.07 DAMAGE REPAIR

- a. Description: Attention is directed to Section 5-1.36, "Property and Facility Preservation," and Section 5-1.39, "Damage Repair and Restoration," of the Standard Specifications and these Technical Provisions.

Any damage to existing facilities or properties or any need to alter, remove, or destroy existing facilities during the period of the work shall be returned to the original condition.

- b. Measurement and Payment: All damage to existing facilities shall be repaired and or replaced at the Contractor's expense.

1.08 RESPONSIBILITY FOR DAMAGE

- a. General: Responsibility for damage shall conform to the provisions in Section 7-1.05, "Indemnification," of the Standard Specifications.

1.09 PROGRESS SCHEDULE

- a. General: The Contractor shall submit to the Engineer a practicable progress schedule within 7 working days of approval of the contract, and within 10 working days of the Engineer's written request at any other time.

Furthermore, on a weekly basis, the schedule shall be updated and submitted to the Engineer. This update shall show the progress on salient features, mark the dates of completion and incorporate changes in construction sequencing or in items of construction.

- b. Format: The construction schedule shall be a CPM format. The schedule shall be submitted in the following formats: Time-scaled Logic Diagram showing the name of the activity, the logical relationships, the duration, and the actual or scheduled start dates in a bar chart format; and an Activity Report showing the name of the activity, the actual and scheduled finish and start dates, the scheduled and actual durations, the logical

relationships and other pertinent data. The schedule shall be subject to review, correction and acceptance by the Engineer.

- c. Periodic Scheduling Meetings: Weekly scheduling meetings will be required in which the project teams of the Contractor and his agents and the City can meet to discuss the schedule and progress of project.
- d. Measurement and Payment: Full compensation for conforming to the provisions in this section "Progress Schedule" shall be considered as included in the contract prices paid for the various items of work involved and no additional compensation will be allowed therefor.

1.10 COORDINATION OF WORK

- a. Description: The Contractor shall be responsible for coordinating the work with businesses and property owners including the any shut-downs by written notification. All properties affected by shutdowns shall be notified in writing, 48 hours prior to the interruption. The contractor shall attempt to notify the affected occupants or residents, in person, on the same day of the shutdown.

Contractor and Engineer shall meet with all affected businesses to coordinate construction schedule, hours of work, maintaining of ingress/egress and reconstruction and replacement intentions to businesses' facilities that will be impacted during construction.

Failure to notify property owners with written notification shall result in stopping the project progress.

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

1.11 FINAL CLEAN UP

- a. Description: The Contractor shall clean up all rubbish and excess materials from the work site, the material storage site, and all ground occupied by Contractor in connection with this work. The Contractor shall leave all parts of the work in a neat and presentable condition, prior to the final inspection of the work by the Engineer.
- b. Measurement and Payment: Full compensation for conforming to the provisions in this section "Final Clean Up" shall be considered as included in the contract prices paid for the various items of work involved and no additional compensation will be allowed therefor.

1.12 PROJECT RECORDS AND SUBMITTALS

- a. Description: This section delineates the procedure the Contractor is to adhere to in the submission of documentation for material approval, and covers the records required of the Contractor following completion of the work.
 - a. Submittals
 - b. Progress Schedule:
Within 7 days after receiving the Notice to Proceed and before any work is begun, the Contractor shall submit four copies of a Progress Schedule complying with Section 1.09 of these Technical Provisions. The first progress payment will not be issued until the progress schedule is submitted.
 - c. Supervisory Personnel:
The Contractor shall submit a list of supervisory personnel who will be responsible for the performance of the Contract. The Contractor shall designate one (1) person who will have full decision' making authority to represent the Contractor on a daily basis at the project site. The list will include phone numbers where the personnel may be reached by the Engineer.
 - d. Shop Drawings:
The term "shop drawings" includes drawings, diagrams, layouts, schematics, descriptive literature, illustrations, schedules, performance and test data, and similar materials furnished by the Contractor to explain in detail specific portions of the work required by the Contract. City shall have up to 20 days to review the shop drawings.

At least 15 working days prior to ordering of any materials, the Contractor shall forward to Engineer, for approval, all submittals required by the individual sections of the specifications. Unless a different number is called for by an individual section, six (6) copies of each shop drawing, material description, and specification literature and three specimens of each sample are required, all of which will be retained or distributed by the Engineer. The Contractor shall submit whatever additional number of shop drawings and literature, in addition to the above requirements, that the Contractor wants returned. The Engineer may require the Contractor to submit a legible reproducible print in addition to the above copies. Contractor shall number each type of material separately and identify the use of each material.

All submittals shall be transmitted to the Engineer by mail or in person with the letter of transmittal included in these documents. The Engineer will return all reviewed submittals to the Contractor within 10 working days.

Contractor shall coordinate all such drawings, and review them for legibility, accuracy, completeness, and compliance with contract requirements, and shall indicate approval thereon as evidence of such coordination and review. Shop

drawings submitted to the Engineer without evidence of the Contractor's approval will be returned for resubmission.

Approval by the Engineer shall not relieve the Contractor from responsibility for any errors or omissions in such drawings, nor from responsibility for complying with requirements of this Contract, except with respect to variations described and approved in accordance with the Paragraph below.

If shop drawings show variations from contract requirements, the Contractor shall describe such variations in writing, separate from the drawings, at time of submission. All such variation must be approved by the Engineer.

e. Engineer's Approval:

The Engineer will indicate approval or disapproval of each submittal, and the reasons for disapproval.

- a) If no corrections are required, the copies will be returned marked "NO EXCEPTIONS TAKEN" and work may begin immediately on incorporating the material and equipment covered by the submittal into the project.
- b) If limited corrections are required, the copies will be returned marked "MAKE CORRECTIONS NOTED." Work may begin immediately on incorporating the material and equipment covered by the corrected submittal into the project.
- c) If insufficient or incorrect data has been submitted, the copies will be returned marked "AMEND & RESUBMIT." No work incorporating the material and equipment covered by this submittal into the project may begin until the submittal has been revised, resubmitted, and returned marked either "NO EXCEPTIONS TAKEN" or "MAKE CORRECTIONS NOTED."
- d) If the submittal is unacceptable, the copies will be returned marked "REJECTED - SEE REMARKS." No work incorporating the material and equipment covered by this submittal into the project may begin until a new submittal has been made and returned marked either "NO EXCEPTIONS TAKEN" or "MAKE CORRECTIONS NOTED."
- e) The Contractor shall not change any drawing after it has been marked "NO EXCEPTIONS TAKEN" or "MAKE CORRECTIONS NOTED", or change any approved equipment or material without written permission of Engineer.
- f) If more than three submittals for a single item are required because of incorrect or insufficient data, or the submittal is unacceptable, or because the Contractor wishes to change previously approved material, then all costs incurred by the Engineer for the additional review shall be deducted from monies due the Contractor.

f. Certificates:

For those items called for in individual sections, the Contractor must furnish certificates from manufacturers, suppliers, or others certifying that materials or equipment being furnished under the Contract comply with the requirements of these specifications.

Certificates of compliance shall conform to the provisions in Section 6-2.03C "Certificates of Compliance" of the Caltrans Standard Specifications and these specifications.

Certificates of compliance from the Contractor, suppliers, and/or manufacturers, shall clearly indicate that the material to be delivered to the jobsite will meet all requirements of the specifications. A certificate of compliance shall include, but not be limited to the project title, delivery location, date (or approximate date) of delivery, name of the material with appropriate classification or model numbers, quantity, name of the manufacturer, statement of compliance with all requirements of the specifications, and certifier's name, title and signature. In addition, a factory or mill certification (laboratory test report), if required by the specifications, shall be submitted with certificate of compliance. The factory or mill shall not substitute the certificate of compliance, unless it contains all information required for a certificate of compliance as described above.

Insufficient, incomplete, or unclear certificates shall be rejected and shall be resubmitted. The Contractor shall be responsible for all delays caused by the resubmittals.

g. Samples:

For those items called for in individual sections, the Contractor must furnish samples. Samples shall be of sufficient size to clearly illustrate functional characteristics and full range of color, texture, and pattern.

The Contractor shall notify the Engineer at least one (1) week prior to commencement of the construction and shall furnish the Engineer at least one (1) day notice when inspections are required.

h. Records:

The Contractor shall provide, prior to acceptance of all work, all records as herein specified and as specified in the individual sections of the contract documents. Six (6) sets of all records shall be furnished to the Engineer for review, approval and distribution to the interested parties.

All submitted records shall be contained in a manual or manuals consisting of 8-1/2 x 11 inch hardback 3 ring binders. Included in each manual shall be catalog data on each item, together with parts lists, description of operation, maintenance information, shop drawings, wiring and riser diagrams, along with all test data.

Catalogs and data in the manual shall be neat, clean copies. Drawings shall be accordion folded to letter size and installed in an envelope within the manual. An index shall be provided, which shall list all contents in an orderly manner, with the respective equipment suppliers' name, address and telephone number. The manufacturer's recommended servicing instructions shall also be included. Diagrams shall be complete for each system installed. Provide divider sheets with identifying tabs between each category.

i. **As-Built Drawings:**

The Contractor shall maintain a separate, neat, and legible set of construction drawings showing as built conditions of all constructed facilities. Changes shall be shown to scale in red on the appropriate Drawings. The locations of installed underground and hidden utilities will be shown and dimensioned to appropriate reference points. No work shall be permanently concealed until the required information has been recorded.

Where the Drawings are not of sufficient size, scale, or detail, the Contractor shall furnish his/her own drawings for incorporation of details and dimension. In such cases, the Contractor shall provide a reproducible set of his/her drawings, suitability cross referenced to the Contract Drawings.

The as-built drawings shall be maintained up to date at all times. Prior to any progress payments, the Engineer shall review the status of the as-built construction drawings. The Engineer shall withhold approval of progress payments until the as-built drawings are up to date.

Upon completion of the Contract, the Contractor shall furnish two satisfactory sets of as-built construction drawings. Drawings shall be certified that conditions shown are as-built. Final payment shall be withheld until the as-built construction drawings are received and accepted by the Engineer.

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

END OF SECTION

SECTION 2.00 - ROADWAY

2.01 MOBILIZATION

- a. Description: Mobilization shall conform to the provisions in Section 9-1.16D, "Mobilization," of the Standard Specifications.
- b. Measurement and Payment: The contract lump sum price paid for **Mobilization (Bid Item 2)**, as shown in the Bid Schedule, shall include full compensation for mobilization and demobilizing construction equipment and vehicles necessary to perform the work specified herein, in the Standard Specifications, and these technical provisions and as directed by the Engineer.

2.02 CONSTRUCTION AREA SIGNS

- a. Description: Construction area signs shall be furnished, installed, maintained, and removed when no longer required in conformance with the provisions in Section 12-3, "Temporary Traffic Control Devices," of the Standard Specifications and these Technical Provisions.

Type II retroreflective sheeting shall not be used on construction area sign panels.

The Contractor shall notify the appropriate regional notification center for operators of subsurface installations at least 2 working days, but not more than 14 calendar days, prior to commencing excavation for construction area sign posts. The regional notification centers include, but are not limited to, the following:

| Notification Center | Telephone Number |
|--|----------------------------------|
| Underground Service Alert-Northern California (USA) | 1-800-642-2444 1-800-227-2600 |
| Underground Service Alert-Southern California (USA) | 1-800-422-4133 1-800-227-2600 |

Excavations required to install construction area signs shall be performed by hand methods without the use of power equipment, except that power equipment may be used if it is determined there are no utility facilities in the area of the proposed post holes.

Sign substrates for stationary mounted construction area signs may be fabricated from fiberglass reinforced plastic as specified under "Prequalified and Tested Signing and Delineation Materials" of these technical provisions.

The Contractor may be required to cover certain signs during the progress of the work. Signs that are no longer required or that convey inaccurate information to the public shall

be immediately covered or removed or the information shall be corrected. Covers for construction area signs shall be of sufficient size and density to completely block out the complete face of the signs. The retro-reflective face of the covered signs shall not be visible either during the day or at night. Covers shall be fastened securely so that the signs remain covered during inclement weather. Covers shall be replaced when they no longer cover the signs properly.

- b. Measurement and Payment: Full compensation for construction area signs, including furnishing all labor, materials (including signs), tools, equipment, and incidentals, and for doing all the work involved in placing, removing, storing, maintaining, moving to new locations, replacing, and disposing of the components of the construction area signs shown on the plans, shall be considered as included in the lump sum price paid for Traffic Control System, (Bid Item 3), and no separate payment will be made therefor.

2.03 TRAFFIC CONTROL SYSTEM

- a. Description: A traffic control system shall consist of closing traffic lanes in accordance with the provisions in Section 12-4.02, "Traffic Control Systems," of the Standard Specifications, the provisions under "Maintaining Traffic" and "Construction Area Signs", in these technical provisions. At the end of shift each day, the roadway shall be opened to both lanes of traffic. Complete roadway closure is allowed during working days only between the hours of 8:00 am to 5:00 pm.

The provisions in this section will not relieve the Contractor from the responsibility to provide additional devices or take measures as may be necessary to comply with the provisions in Section 7-1.04, "Public Safety," of the Standard Specifications.

Each vehicle used to place, maintain and remove components of a traffic control system on multilane highways shall be equipped with a Type II flashing arrow sign which shall be in operation when the vehicle is being used for placing, maintaining or removing components. Vehicles equipped with Type II flashing arrow sign not involved in placing, maintaining or removing components when operated within a stationary lane closure shall only display the caution display mode. The sign shall be controllable by the operator of the vehicle while the vehicle is in motion.

If components in the traffic control system are displaced or cease to operate or function as specified, from any cause, during the progress of the work, the Contractor shall immediately repair the components to the original condition or replace the components and shall restore the components to the original location.

When lane closures are made for work periods only, at the end of each work period, components of the traffic control system, except portable delineators placed along open trenches or excavation adjacent to the traveled way, shall be removed from the traveled way and shoulder.

Portable Changeable Message Signs (PCMS), if used, shall conform to Section 12-3.32 of the Standard Specifications.

- b. Submittals: Contractor shall submit a Stage Construction Plan, (including the project's traffic control plan) to the City and separately, to the County for review and approval prior to beginning any work, which shall be subject to review, correction and acceptance by the Engineer prior to authorizing a "Notice to Proceed." Allow a minimum of two weeks for review and approval by the County. Stage construction plan (including the project's traffic control plan) shall address and assure vehicular, pedestrian and customer access to all properties, driveways, sidewalks, patios, doorways, entrances and parking lots shall be maintained at all times. Allow four weeks for County approval for the professional engineer prepared and stamped stage construction plan (including the project's traffic control plan).
- c. Measurement and Payment: The contract lump sum price paid, as shown in the Bid Schedule, for **Traffic Control System (Bid Item 3)**, shall include full compensation for furnishing all labor, materials (including signs), tools, equipment, and incidentals, and for doing all the work involved in placing, removing, storing, maintaining, moving to new locations, replacing, and disposing of the components of the traffic control system, including preparation and modification of a Stage Construction Plan (including the project's traffic control plan), as specified in the Standard Specifications and these technical provisions, and as directed by the Engineer.

2.04 EARTHWORK

- a. Description: Earthwork shall conform to the provisions in Section 19, "Earthwork," of the Standard Specifications and these Technical Provisions.

Surplus excavated material shall become the property of the Contractor and shall be disposed of offsite in conformance with the provisions in Section 19-2.03B, "Surplus Material," of the Standard Specifications. Under no circumstances shall the contractor place excavated materials, even on a temporary basis, on private property without the written consent of the property owner.

Where a portion of the existing surfacing is to be removed, the outline of the area to be removed shall be cut on a neat line with a power-driven saw to a minimum depth of 2-inches before removing the surfacing.

Bedding and backfill material for trenches shall conform to the plans and shall be compacted to the relative compaction indicated on the plans. Sand bedding shall be free from clay or organic material, suitable for the purpose intended, and shall be of such size that 90% to 100% will pass a No. 4 sieve and no more than 10% will pass a No. 200 sieve.

Except where indicated otherwise on the plans, the Contractor shall backfill the trench above the bedding with Class 2 Aggregate Base compacted to a relative dry density of 95%.

At the location where two (2) existing Corrugated Metal Pipe (CMP) culverts crosses above the trench for the new 30" sewer pipe, the contractor shall backfill the entire trench above the sewer bedding with Controlled Density Fill (CDF).

Controlled Density Fill shall conform to Section 19-3.02G Controlled Low-Strength Material of the Standard Specifications.

Site excavated material free of organic material, expansive material, or other deleterious substances, and with no rocks or clods greater than four inches in greatest dimension, may be used for trench backfill above the bedding only where native material is indicated on the plans.

- b. Submittals: Submit samples and gradation and quality test results for imported materials.
- c. Measurement and Payment: Full compensation earthwork, shall be considered as included in the contract items of work involved, and no separate payment will be made therefor.

2.05 AGGREGATE BASE

- a. Description: Aggregate base shall be Class 2, 3/4" maximum grading, and shall conform to the provisions in Section 26, "Aggregate Bases," of the Standard Specifications and these Technical Provisions.
- b. Submittals: Submit samples and gradation and quality test results.
- c. Measurement and Payment: Full compensation for aggregate base, shall be considered as included in the contract items of work involved, and no separate payment will be made therefor.

2.06 ASPHALT CONCRETE

Note: No percentage of RAP (Reclaimed Asphalt Pavement) shall be permitted in the asphalt concrete placed as the final lift/wearing course on this project.

- a. Description: Asphalt concrete (AC) shall be used as an overlay (fill), trench plug paving, and depth AC pavement repair. New pavement shall be furnished, placed, and compacted in accordance with Section 39 "Asphalt Concrete" of the CSS. Asphalt Concrete shall be compacted to a minimum 95 percent of Maximum Theoretical Density as determined by American Society of Testing Materials (ASTM) D-2041. Finished asphalt concrete

pavements, which do not conform to the specified relative compaction requirements, will be paid for using the following pay factors:

| <u>In-Place Relative Compaction</u> | <u>Pay Factor</u> |
|-------------------------------------|------------------------------|
| 95% or greater | 100% |
| 90-94.9% | 20% Reduction in unit price |
| 89.9% or less | Remove & Replace as directed |

- b. Materials: The asphalt concrete for overlay shall be Type A, 12.5 mm (1/2") medium maximum gradation. The asphalt concrete for leveling course shall be Type A, 9.5 mm (3/8") maximum gradation and full depth AC pavement repair shall be Type A, 19 mm (3/4") medium maximum gradation.

Asphalt binder shall be PG 64-10.

Asphalt shall conform to these Technical Provisions and not Section 92, "Asphalts," of the CSS.

Asphalt shall consist of refined petroleum or a mixture of refined liquid asphalt and refined solid asphalt, prepared from crude petroleum. Asphalt shall be:

- a. Free from residues caused by the artificial distillation of coal, coal tar, or paraffin.
- b. Free from water.
- c. Homogeneous.

The Contractor shall furnish asphalt in conformance with Caltrans' "Certification Program for Suppliers of Asphalt." Caltrans maintains the program requirements, procedures, and a list of approved suppliers at:

<http://www.dot.ca.gov/hq/esc/Translab/fpmcoc.htm>

The Contractor shall ensure the safe transportation, storage, use, and disposal of asphalt.

The Contractor shall prevent the formation of carbonized particles caused by overheating asphalt during manufacturing or construction.

Performance graded (PG) asphalt binder shall conform to the following:

Performance Graded Asphalt Binder

| Property | AASHTO Test Method | Specification Grade | | | | |
|---|--------------------|-------------------------|-------------------------|-------------------------|-------------------------|-------------------------|
| | | PG 58-22 ^a | PG 64-10 | PG 64-16 | PG 64-28 | PG 70-10 |
| Original Binder | | | | | | |
| Flash Point, Minimum °C | T48 | 230 | 230 | 230 | 230 | 230 |
| Solubility, Minimum % ^b | T44 | 99 | 99 | 99 | 99 | 99 |
| Viscosity at 135°C, ^c Maximum, Pa·s | T316 | 3.0 | 3.0 | 3.0 | 3.0 | 3.0 |
| Dynamic Shear, Test Temp. at 10 rad/s, °C Minimum G*/sin(delta), kPa | T315 | 58 1.00 | 64 1.00 | 64 1.00 | 64 1.00 | 70 1.00 |
| RTFO Test ^e , Mass Loss, Maximum, % | T240 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 |
| RTFO Test Aged Binder | | | | | | |
| Dynamic Shear, Test Temp. at 10 rad/s, °C Minimum G*/sin(delta), kPa | T315 | 58 2.20 | 64 2.20 | 64 2.20 | 64 2.20 | 70 2.20 |
| Ductility at 25°C Minimum, cm | T51 | 75 | 75 | 75 | 75 | 75 |
| PAV ^f Aging, Temperature, °C | R28 | 100 | 100 | 100 | 100 | 110 |
| RTFO Test and PAV Aged Binder | | | | | | |
| Dynamic Shear, Test Temp. at 10 rad/s, °C Minimum G*/sin(delta), kPa | T315 | 22 ^d 5000 | 31 ^d 5000 | 28 ^d 5000 | 22 ^d 5000 | 34 ^d 5000 |
| Creep Stiffness, Test Temperature, °C Maximum S-value, MPa Minimum M-value | T313 | -12 300 0.300 | 0 300 0.300 | -6 300 0.300 | -18 300 0.300 | 0 300 0.300 |

Notes:

- a. For use as asphalt rubber base stock for high mountain and high desert area.
- b. The Engineer will waive this specification if the supplier is a Quality Supplier as defined by the Caltrans' "Certification Program for Suppliers of Asphalt."
- c. The Engineer will waive this specification if the supplier certifies the asphalt binder can be adequately pumped and mixed at temperatures meeting applicable safety standards.
- d. Test the sample at 3°C higher if it fails at the specified test temperature. G*/sin(delta) shall remain 5000 kPa maximum.
- e. "RTFO Test" means the asphaltic residue obtained using the Rolling Thin Film Oven Test, AASHTO Test Method T240 or ASTM Designation: D 2827.
- f. "PAV" means Pressurized Aging Vessel.

Performance based asphalt (PBA) binder shall conform to the following:

Performance Based Asphalt Binder

| Property | AASHTO Test Method | Specification Grade | | | |
|--|--------------------|---------------------|-------------|--------|-------|
| | | PBA 6a | PBA 6a(mod) | PBA 6b | PBA 7 |
| Absolute Viscosity (60°C), Pa·s(x10 ⁻¹) ^a | T202 | | | | |
| Original Binder, Minimum | | 2000 | 2000 | 2000 | 1100 |
| RTFO Test Aged Residue ^b , Minimum | | 5000 | 5000 | 5000 | 3000 |
| Kinematic Viscosity (135°C), m ² /s(x10 ⁻⁶) | T201 | | | | |
| Original Binder, Maximum | | 2000 | 2000 | 2000 | 2000 |
| RTFO Test Aged Residue, Minimum | | 275 | 275 | 275 | 275 |
| Absolute Viscosity Ratio (60°C), Maximum | — | | | | |
| RTFO Test Visc./Orig. Visc. | | 4.0 | 4.0 | 4.0 | 4.0 |
| Flash Point, Cleveland Open Cup, °C | T48 | | | | |
| Original Binder, Minimum | | 232 | 232 | 232 | 232 |
| Mass Loss After RTFO Test, % | T240 | 0.60 | 0.60 | 0.60 | 0.60 |

| | | | | | |
|--|------|---------------------|---------------------|---------------------|--------------------|
| Solubility in Trichloroethylene, % ^c Original Binder, Minimum | T44 | Report | Report | Report | Report |
| Ductility (25°C, 5 cm/min), cm RTFO Test Aged Residue ^b , Minimum | T51 | 60 | 60 | 60 | 75 |
| On RTFO Test Aged Residue, °C 1 to 10 rad/sec: SSD ^e ≥ 0 and Phase Angle (at 1 rad/sec) < 72° | f | — | 35 | — | — |
| On Residue from: PAV ^g at temp., °C Or Residue from Tilt Oven ^f (@113°C), hours | R28 | 100 36 | 100 36 | 100 36 | 110 72 |
| °SSD ≥ -115(SSV)-50.6, °C | f | — | — | — | 25 |
| Stiffness, Test Temperature, °C Maximum S-value, MPa Minimum M-value | T313 | -24 300 0.300 | -24 300 0.300 | -30 300 0.300 | -6 300 0.300 |

Notes:

- a. Absolute viscosity (60°C) will be determined at one sec⁻¹ using ASTM Designation: D 4957 with Asphalt Institute vacuum capillary viscometers.
- b. "RTFO Test Aged Residue" means the asphaltic residue obtained using the Rolling Thin Film Oven Test (RTFO Test), AASHTO Test Method T240 or ASTM Designation: D 2827.
- c. There is no requirement; however results of the test shall be part of the copy of test results furnished with the Certificate of Compliance.
- d. "Residue from Tilt Oven " means the asphalt obtained using California Test 374, Method B, "Method for Determining Asphalt Durability Using the California Tilt-Oven Durability Test."
- e. "SSD" means Shear Susceptibility of Delta; "SSV" means Shear Susceptibility of Viscosity.
- f. California Test 381.
- g. "PAV" means Pressurized Aging Vessel.

The Contractor shall provide a sampling device in the asphalt feed line connecting the plant storage tanks to the asphalt weighing system or spray bar. The sampling device shall be accessible between 600 and 750 mm above the platform. The Contractor shall provide a receptacle for flushing the sampling device.

The sampling device shall include a valve:

1. With a diameter between 10 and 20 mm.
2. Manufactured in a manner that an one-liter sample may be taken slowly at any time during plant operations.
3. Maintained in good condition.

The Contractor shall replace failed valves.

In the presence of the Engineer, the Contractor shall take 2 one-liter samples per operating day. The Contractor shall provide round friction top containers with one-liter capacity for storing samples.

Unless otherwise specified, the Contractor shall heat and apply asphalt in conformance with the provisions in Section 93, "Liquid Asphalts."

The Contractor shall apply paving asphalt at a temperature between 120°and 190°C. The Engineer will determine the exact temperature of paving asphalt.

Paint Binder (Tack Coat): Paint binder shall be applied to all horizontal and vertical surfaces to receive asphalt concrete surfacing. Paint binder shall be furnished and applied in accordance with Section 39-4.01, "Subgrade", Section 93 "Liquid Asphalts", and Section 94 "Asphaltic Emulsions".

- c. Measurement and Payment: Full compensation for asphalt concrete, shall be considered as included in the contract items of work involved, and no separate payment will be made therefor.

2.07 ASPHALT CONCRETE OVERLAY

- a. Description: The edges of the existing road or where designated shall be milled to a uniform depth, than overlain with asphalt concrete; thickness for mill and overlay shall be 50 mm (2" or .17'). See "Pavement Milling" section for technical specifications on milling.

The surface, when compacted, shall be smooth, dense, well bonded, and of uniform texture and appearance. The compacted surface course of asphalt concrete shall be free from ruts, humps, depressions or irregularities. When a straightedge 3.6 meters (12 feet) long is laid on the finished surface and parallel with the centerline of the road or driveway, the surface shall not vary more than .006 meters (0.02 foot) from the lower edge of the straightedge. The transverse slope of the finished surface shall be uniform to a degree such that no depressions greater than 0.02 foot are present when tested with a straight-edge 12 feet long laid in a direction transverse to the center line and extending from edge to edge of a 3.05 meter (10 foot) pass.

Any ridges, indentations or other objectionable marks left in the surface of the asphalt concrete shall be eliminated by rolling or other means. The use of any equipment that leaves ridges, indentations or other objectionable marks in the asphalt concrete shall be discontinued. Asphalt concrete pavement shall include the application of a paint binder.

In addition to the requirements in Section 39-5.01, "Spreading Equipment," of the CSS, asphalt-paving equipment shall be equipped with automatic screed controls and a sensing device or devices. When placing asphalt concrete the automatic controls shall control the longitudinal grade and transverse slope of the screed. Grade and slope references shall be furnished, installed and maintained by the Contractor. Ski devices shall be a minimum

length of at least 30 feet with a rigid one-piece unit whereby the entire length activates the sensor.

When placing contiguously with previously placed mats, the end of the screed adjacent to the previously placed mat shall be controlled by a sensor that responds to grade of the previously placed mat and will reproduce the grade in the new mat within a 0.01-foot tolerance.

Should the method and equipment furnished by the Contractor fail to produce a layer of asphalt concrete conforming to the above requirements, including straightedge tolerance of Section 39-6.03, the paving operations shall be discontinued upon notice of the Engineer, and the Contractor shall modify his equipment or furnish substitute equipment within three (3) working days of such notice of the Engineer.

The area to which paint binder has been applied shall be closed to public traffic. All possible care shall be taken to avoid tracking binder material onto existing pavement surfaces beyond the limits of construction. A drop-off of more than 0.10-foot will not be allowed at any time between adjacent lanes open to public traffic.

The Contractor shall be responsible for temporary pavement delineation and markings as required by the Engineer for the maintenance of a safe traveled way. The Contractor shall be responsible for providing a safe and well-marked roadway. This shall include providing temporary striping during evening and weekend hours if specified by the Engineer.

- b. Materials: The asphalt concrete for overlay shall be Type A, 12.5 mm (½") medium maximum gradation, in accordance with CSS. Asphalt binder shall be PG 64-10. **No percentage of RAP (Reclaimed Asphalt Pavement) shall be permitted in the asphalt concrete placed as the final lift/wearing course on this project.**

Paint Binder (Tack Coat): Paint binder shall be applied to all horizontal and vertical surfaces to receive asphalt concrete surfacing. Paint binder shall be furnished and applied in accordance with Sections 39-4.01 "Subgrade", and Section 93 "Liquid Asphalts", and Section 94 "Asphaltic Emulsions".

- c. Measurement and Payment: Asphalt Concrete Overlay shall be measured by the ton compacted in place in accordance with Section 39-8.01 "Measurement" of the CSS. No payment shall be made for materials placed outside of the limits marked by the Engineer. The contract unit prices paid per ton for Full compensation for asphalt concrete shall be considered as included in the contract prices paid for **2" Asphalt Concrete Overlay (Bid Item 13)** shall include full compensation for furnishing all labor, material, equipment, tools, and incidentals and for doing all work involved in installing asphalt concrete, complete in place, including staged construction, temporary conforms, traffic control, flagging, temporary striping and delineation, prime coats, tack coats and paint binders as described above, as shown on the plans, as specified herein and as directed by the Engineer.

2.08 4" FULL DEPTH AC PAVEMENT REPAIR

- a. Description: Areas designated by the Engineer shall be dug out to a depth of 4 inches, (milling is recommended and preferred) removed and replaced with full-depth AC, unless otherwise directed by the Engineer. The AC shall be placed in two or three lifts with the uppermost lift of not less than 0.15 ft. or more than 0.20 ft. The minimum width of any repair shall be as field marked.

The Contractor shall make all arrangements for disposal of excavated materials. All edges shall be saw-cut unless otherwise approved by the Engineer. Asphalt concrete in repair sections shall be placed in lifts in accordance with Section 39-6 "Spreading and Compacting", and shall be Type A, 3/4" maximum, medium gradation per Section 39-2, "Materials" of the CSS. Removed materials shall be disposed of legally.

The material remaining in place, after removing surfacing and base, to the required depth, shall be graded to a plane, watered and compacted to 95 percent relative compaction. After compaction and prior to the placing of asphalt concrete, the vertical edges of the existing pavement shall receive a tack coat. The finished surface of the remaining material shall not extend above the grade established by the Engineer.

- b. Unsuitable Material: In the event that the underlying subbase material is unsuitable, it shall be excavated below the depth required above and disposed of. The limits of removal shall be designated by the Engineer and shall be in one-inch increments. Compensation shall be at a per inch price based on the bid for a 6-inch deep pavement repair divided by 6 for each additional inch of depth. The resulting space shall be filled with a single lift of asphalt concrete.

Unsuitable material is defined as material the Engineer determines to be:

1. Of such unstable nature as to be incapable of being compacted to specified density using ordinary methods at optimum moisture content; or
2. Too wet to be properly compacted and circumstances prevent suitable in-place drying prior to incorporation into the work; or
3. Otherwise unsuitable for the planned use.

- c. Measurement and Payment: Full Depth AC Pavement Repair shall be measured by the square foot as marked in the field by the Engineer. No payment shall be made for materials placed outside of the limits marked by the Engineer. The contract unit prices paid per square foot for **4" Full Depth AC Pavement Repair (Bid Item 12)** shall include full compensation for furnishing all labor, material, equipment, tools, and all other incidentals and for doing all work involved in furnishing and placing 4 inch full depth AC pavement repair, complete in place, including staged construction, temporary conforms, traffic control, flagging, temporary striping and delineation, prime coats, tack coats, and paint binders, as specified herein and as directed by the Engineer.

2.09 TRAFFIC STRIPING AND PAVEMENT MARKING

- a. Description: Traffic stripes (traffic lines) and pavement markings shall be thermoplastic applied in conformance with the provisions in Section 84-2, "Traffic Striping and Pavement Markings," of the Standard Specifications and these technical provisions.

Traffic stripes and pavement markings shall be replaced in-kind following completion of trench restoration work. The Contractor shall document existing stripes and markings before removal. Aerial photographs will be provided by the Engineer at the Contractor's request to assist preparing the documentation. Traffic stripe and pavement marking shall be replaced in their entirety prior to opening traffic.

Temporary layout marks and "cat tracking" (premarking) shall be placed by the Contractor for all striping (including limit lines and stop bars). Layout marks shall be approved by the Engineer prior to "cat tracking". Temporary "cat tracks" shall be approved by the Engineer prior to final striping.

Tape or temporary paint striping shall be installed for all limit lines and stop bars. The cat-tracking and temporary paint shall be white or the color of the final striping and shall be maintained until placement of the final striping. The Contractor shall notify the Engineer twenty-four (24) hours in advance for inspection and approval of the premarking.

Layout marks and "cat tracks" remaining after striping shall be removed without damaged to the pavement. Blacking out with paint will not be allowed.

- b. Materials: Materials shall be in conformance Section 84-2.02B for thermoplastic stripes of the Standard Specifications.
- c. Submittals. Submit product data for thermoplastic materials. Submit documentation identifying the existing traffic stripes and markings.
- d. Measurement and Payment: The contract lump sum price paid for **Traffic Striping and Pavement Markings (Bid Item 14)**, shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in installing thermoplastic traffic striping and pavement markings, including furnishing and

installing thermoplastic traffic stripes, pavement markings, and pavement markers and removing any delineation or markers in conflict, as specified in the Standard Specifications and these Technical Provisions, and as directed by the Engineer.

END OF SECTION

SECTION 3.00 - SANITARY SEWER

3.01 GENERAL CONDITIONS

JOB CONDITIONS

Existing Conditions: The Contractor shall, prior to submitting his bid, visit the site and become familiar with actual site and soil conditions. No allowance will be made by the City for any unfavorable conditions or events which could have reasonably been foreseen from a thorough examination of the contract documents, the geotechnical report, the site and working conditions.

Protection: If existing live utilities are encountered, they are to be protected from damage and the proper authorities notified. Service shall not be interrupted except as directed or accepted; allow sufficient time for utility companies to arrange for continuation of services.

Open excavations, trenches, and the like are to be protected with fences, barricades, covers and railings as required. Every precaution shall be taken to prevent spillage when hauling on or adjacent to any public street or highway. Any spillage shall be promptly removed. The storage of any excavation or backfill materials on the public right-of-way shall be approved by the City only.

SHORING

All vertical trenches deeper than five (5) feet shall be shored in accordance with this section.

The design of shoring support systems is solely the Contractor's responsibility. Dewatering systems shall be considered in conjunction with the shoring system used.

Shoring systems should be designed to resist the earth pressure distribution prescribed by the safety regulations. Additional hydrostatic pressure of water equivalent shall also be applied. Traffic loads and surcharge weights, such as stockpiled materials, must also be considered in the shoring design.

Measurement and Payment: Full compensation for doing all work required to brace excavations and comply with these requirements shall be included in the items of work which require the shoring.

3.02 DEWATERING (Revocable)

- a. Groundwater may be encountered during excavation. Groundwater should be expected at shallower depths during or soon after the rainy season. If groundwater is not encountered during the course of construction, the bid item shall be removed from the bid and no compensation shall be provided.

- b. Prior to the placement of pipe bedding, all utility pipe trenches shall be thoroughly dewatered by the use of sump pumps and dewatering equipment as necessary to safely convey water away from trench excavations to positive draining outlets.
- c. The Contractor shall prevent surface water (e.g. rainwater) and subsurface or groundwater from flowing into excavations and from flooding the project site and surrounding areas.
- d. The Contractor shall remove all water which accumulates in all excavations during the progress of work so that all work can be done in the dry. Excavated areas shall be kept free from water while pipe or structures are constructed, while concrete is setting and until backfill has been placed to a sufficient height to anchor the work against possible floatation.
- e. Sufficient pumping equipment for immediate use shall be on the project site at all times, including standby pumps for use in case other pumps become inoperable. Water shall be disposed of so as to cause no injury to public or private property, or to be a menace to the public health.
- f. Depending upon groundwater conditions and the degree of project completion, the precast concrete structures are susceptible to floatation prior to backfill and anchorage. Contractor shall prevent the floatation or movement of structures during construction, either through continuous dewatering, or by allowing hydrostatic pressure to equalize on all sides of the structure.
- g. Measurement and Payment: The contract lump sum paid for **Dewatering (Revocable) (Bid Item 5)**, shall include full compensation for furnishing all labor, material, equipment, tools, and all other incidentals necessary to perform the full scope of work as described above, as specified herein and as directed by the Engineer, and all other work associated with dewatering, as shown in the plans, as specified in the Standard Specifications and these Technical Provisions, and as directed by the Engineer.

3.03 REMOVE EXISTING SANITARY SEWER MANHOLE

- a. Description: This work shall consist of removing the entire existing sanitary sewer manhole (including base, barrel, cone(s), riser, frame and cover) at the location shown on the project specific Improvement Plan. The existing manhole frame and cover shall be removed and salvaged.

Excavate trench to remove manhole. All trenches shall be shored or protected in accordance with Cal/OSHA and other state and federal safety codes, regulations and ordinances.

The existing manhole to be removed shall be removed from the site. Remove entirely or breakdown walls outside of the roadbed. The rubble shall be disposed of without damage to any of the new or existing facilities at the site. The debris shall be hauled to

a disposal site to be designated or approved by the Engineer.

Backfill the trench with materials as specified in the Trench Restoration/Backfill Detail shown on Sheet 6 of the Improvement Plans. Native backfill will not be allowed.

- b. Measurement and Payment: The contract unit price paid for **Remove Existing Sanitary Sewer Manhole (Bid Item 6)**, shall include full compensation for furnishing all labor, supervision, materials, tools, equipment, and incidentals necessary to remove the existing manhole including excavation, demolition of structure and off-hauling, backfilling and surface restoration, in accordance with these Technical Provisions and as directed by the Engineer.

3.04 REMOVE AND REPLACE SANITARY SEWER MANHOLE

- a. Description: This work shall consist of removing the entire existing sanitary sewer manhole (including base, barrel, cone(s), riser, frame and cover) and replacing it with a new manhole facility at the location shown on the Improvement Plans.

Contractor shall remove and dispose of removed materials in accordance with Section 3.03 of these Technical Provisions.

Contractor shall install new Sanitary Sewer Manhole replacement in accordance with Section 3.06 of these Technical Provisions and as shown and detailed on Sheet 6 of the project's Improvement Plans.

Prior to sewer reactivation, all interior surfaces of the new sewer manhole shall be lined with two-part restoration mortar and epoxy coating in accordance with the materials specified in Section 3.06 of these Technical Provisions.

- b. Measurement and Payment: The contract unit price paid for **Remove and Replace Sanitary Sewer Manhole (Bid Item 7)**, shall include full compensation for furnishing all labor, supervision, materials, tools, equipment, incidentals, and sewage bypassing necessary to remove the existing sanitary sewer manhole and replacing it with new precast manhole including restoration of existing upstream and downstream connections and application of protective lining in accordance with Section 3.06, and as directed by the Engineer and no additional compensation will be allowed therefor.

3.05 INSTALL 30" SANITARY SEWER TRUNK LINE

- a. Description: The work included in the bid item for constructing 30-inch sanitary sewers trunk line shall include the furnishing and installation of the sanitary sewer trunk line as shown on the plans including the connections to the existing 12" sewer main and 24" sewer trunk main, pavement saw cutting, trench excavation, removal and disposal of existing sewer mains, trench backfill, trench asphalt concrete plug paving, and restoration. Exact location of sanitary sewer pipelines shall be confirmed by the Engineer.
- b. Materials: The sanitary trunk line shall conform to the following requirements for polyvinyl chloride (PVC) pipe:
- PVC sanitary sewer pipe shall be made of virgin materials and shall conform to AWWA C900 and shall be DR25, unless noted otherwise.
 - Pipe joint assembly shall be gasketed integral bell and spigot configurations.
 - Pipe, fittings and joints shall be SBR gasket type conforming to ASTM F477, UL 157.
 - Pipe, which is not installed within 120 days of the latest test, shall not be used without prior written approval of the Engineer.
- c. Method: Installation shall be performed in accordance with the manufacturer's recommendations and these specifications. All existing utility crossings shall be potholed prior to construction. Pipe laying shall begin from the lowest point and precede upslope. Each joint of pipe shall be laid true to line and grade and in such a manner as to form a close concentric joint with the adjoining pipe and to prevent an offset in the flowline of the pipe. As work progresses, the interior of the sewer pipe shall be cleared of dirt and debris. Pipe shall not be laid in conditions of unsuitable weather or soil conditions. At times when work is not in progress, open ends of pipes and fittings shall be closed.
- The Contractor shall coordinate the connection of the existing sanitary sewer line to the newly constructed line by performing sewage bypassing in accordance with Section 3.08 of these Technical Provisions. At all times, the sewer system shall remain operable without causing backups or spills. Any backups, blockages or spills resulting from the construction or other aspects of the Contractor's operations shall be the responsibility of the Contractor. The contractor shall make the connection at a time approved by the Engineer at the Contractor's expense.
- d. Flushing, Testing, and CCTV Inspection: After the subbase is placed and compacted, the Contractor shall flush the lines of all debris to a downstream manhole where debris shall be completely removed. Debris shall not be allowed to pass downstream beyond said manhole. The sewer line shall undergo a Mandrel test in which the mandrel is 4% smaller than the inside diameter of the pipe tested. All pipe and fittings will be inspected by the Engineer within 24 hours prior to installation. Pipe that is found to have defects or damage shall be marked by the Engineer as such, and this pipe shall be immediately removed from the site by the Contractor at his own expense.

The sewer line shall undergo tests for leakage, either by air or water, in accordance with City of Morgan Hill Standard Specifications.

All sewer lines shall be televised and videotaped at the Contractor's expense before acceptance. The Contractor shall correct all deficiencies revealed by the television inspection and the sewer line must be re-televised at the Contractor's expense.

Recordings shall include the following:

Location, SSMH ID, inspection time and date, distance of pipe segment, and pipe diameter.

The CCTV footage must be of good quality that the Engineer can fully evaluate the condition of the pipe.

The following observations from CCTV shall be considered defects in the new sewer pipeline and require correction by the contractor: sags, open/offset joints, cracked/damaged pipe, out of roundness, joint infiltration, or any deficiencies not compliant with this contract.

- e. Submittals: Submit product data for pipe, gaskets and couplings. Submit test results and video recordings and logs of the completed mains.
- f. Measurement and Payment: The contract price paid per linear foot for **Install 30" Sanitary Sewer Trunk Line (Bid Item 11)** shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved, complete in place, trenching, trench protection and backfill, saw cutting, removal of existing mains that interfere with the work, removal and, connection to manholes and mains, night work, and flushing, testing, and CCTV inspection, as shown in the plans, as specified in the Standard Specifications and these Technical Provisions, and as directed by the Engineer.

3.06 INSTALL SANITARY SEWER MANHOLE

- a. Description: The work shall include all required excavation, backfill and compaction, pavement saw cutting, installation, coordination, notification, sewage bypassing, required pumping, and plugging, to install new sanitary sewer manhole in accordance with the details shown on the project specific Improvement Plans. Exact location of all sanitary sewer manholes shall be confirmed by the Engineer.
- b. Material: Sanitary Sewer Manhole base shall be cast in place with reinforcing bars. The Contractor may use precast concrete manhole bases in lieu of cast-in-place concrete with the approval of the City Engineer. The base of the manhole shall be a minimum of 10" thick with reinforcement. Precast concrete manhole sections, adjustment rings and tapered sections shall conform to the current requirements for Class II concrete manholes per ASTM C478. All joints shall be constructed with Ramnek and finished with water-proof mortar on the inside. A rubber waterstop O-ring shall be placed around the pipe tie-in point to the manhole prior to placing watertight grouting. Manhole frame and cover

shall be in accordance with the Standard Manhole Frame & Cover Detail shown on Sheet 6 of the project specific Improvement Plans.

All interior surfaces of the new sewer manhole shall be lined with a two-part composite liner consisting of a restoration mortar and an epoxy coating. The restoration mortar shall be used to restore structural integrity and seal rough, deteriorated surfaces. The epoxy coating shall be used as a topcoat on top of the restoration mortar to provide added toughness and improved chemical resistance. Product shall be Madewell Mainstay ML-72 Sprayable Microsilica Restoration Mortar and Mainstay DS-5 High Build Epoxy Coating or approved equal.

- c. Submittals: Submit product data for concrete base mix design, precast concrete pipe sections, joint sealant, frame and cover and epoxy coating.
- d. Measurement and Payment: The contract unit price paid for **Install New Sanitary Sewer Manhole (Bid Item 8)** shall include full compensation for furnishing all labor, material, equipment, tools, and all other incidentals necessary to perform the full scope of work as described above, as specified herein and as directed by the Engineer, including steel reinforcement, concrete, precast concrete pipe sections, lining with epoxy material, connecting existing and proposed sanitary sewer lines, providing frame and cover and all other work associated with constructing sanitary sewer manhole, as shown in the plans, as specified in the Standard Specifications and these Technical Provisions, and as directed by the Engineer.

3.07 EXISTING MANHOLE MODIFICATIONS

- a. Description: The work shall consist of modifying the flows inside two existing manholes. Two parallel trunk lines, 30” and 21” in diameter are currently connected through manholes by a diversion pipe. The sewage flow at the 30” trunk line is currently diverted to the 21” trunk line by a brick and mortar concrete plug at the downstream end of the 30” trunk line manhole. The Contractor shall remove this plug and plug the 21” diversion pipe in kind at both upstream and downstream ends. This work shall be done while keeping the sewer system in service at all times.
- b. Measurement and Payment: The contract lump sum price paid for **Modify Existing Sanitary Sewer Manhole Modifications (Bid Item 9)** shall include full compensation for furnishing all labor, materials, tools, equipment, and all incidentals necessary to perform the work as described above and as directed by the Engineer and no additional compensation will be allowed therefore.

3.08 SEWAGE BYPASSING

- a. Description: This specification covers the work necessary to install temporary sewage bypassing systems needed to dewater the sewers for installation of new sanitary sewer main and manholes, and/or rehabilitation of existing sewer manhole facilities while maintaining continuous sewer service. Trunk sewer flows shall be pumped around the

work area or diverted with flow through plugs. The system shall include all necessary pumps, power sources, plugs, appurtenances, and bypass piping necessary to maintain flows and services.

A mandatory field meeting shall be conducted to discuss the traffic control prior to design and submittal of the traffic control plan and the sewage bypass pumping plan. The meeting shall be attended by the Contractor (foreman, project manager, and person in charge of bypass pumping), the Engineer, and the City. Based on the field meeting, submit a bypass pumping plan for each location at least twenty (20) working days prior to sanitary sewer facility installation. The CONTRACTOR'S plan for the sewer bypassing system shall be approved by the Engineer before the CONTRACTOR proceeds to install the system. Include the following documents:

- Site Drawings prepared in conjunction with the traffic control plans, and shown on the same drawings as the traffic control plans. The drawings shall include the staging area for the pumps and power sources, location of suction and discharge piping, and location and type of sewer plugs.
 - Calculations to support the pump and pipe size selection, including plots of the system and pump curves. Calculations shall be prepared and stamped by a licensed California Civil or Mechanical Engineer.
 - Emergency Response Plan to be followed in the event of a failure of the sewage bypassing system.
 - Operation Plan that describes how the system will be monitored and controlled.
- b. Materials: Pumps, piping, and appurtenances shall be suitable for use with sewage and be suitable for the design pressures. Plugs shall include tethers.
- c. Execution: The pumped sewage shall be in an enclosed hose or pipe that is adequately protected from traffic, and shall be redirected into a sanitary sewer system. Dumping or free flow of sewage on private property, gutters, streets, sidewalks, or into storm sewers is prohibited.

Bypassing shall be done in such a manner as not to damage private or public property, or create a nuisance or public menace. The CONTRACTOR shall take all necessary precautions including constant monitoring of bypass system to assure that private residences or properties are not subjected to a sewage backup or spill. The CONTRACTOR shall be liable for all cleanup, damages, and resultant fines in the event of a spill.

Place Type II Barricades with flashers around Pumps and above ground bypass piping at a spacing of no more than 50 feet.

If residential building sewers are disconnected from the main, advise the residents to reduce flow and monitor the building sewer. Pump out the building sewer as needed to assure the capacity is not exceeded, not less than once a day.

Provide backup pumping capacity equal to at least the design flow. Backup pump(s) shall be installed on the bypass piping systems and connected to the power source, ready for use if the primary pump(s) fail.

Leakage Testing: Prior to activating sewage pump, the bypassing systems shall be successfully pressure tested with potable water at a pressure equal to at least 125 percent of the maximum working pressure for a period of at least twenty minutes with no leakage. Testing with a gas will not be permitted. Tests shall be conducted in the presence of the City's and County's inspector. Provide at least forty eight (48) hours notice to the inspector.

The CONTRACTOR shall notify the ENGINEER twenty-four (24) hours prior to commencing the sanitary sewer bypass pumping operation. (The log shall include the name of the bypassing supervisor, pump r.p.m., manhole levels, unusual pipe conditions, etc.)

The CONTRACTOR shall continuously monitor the bypass pumping system and manholes upstream of the bypass to verify that it is operating properly and not leaking. The Contractor shall keep a log of pumping operations, and note any unusual conditions and corrective measures therein.

The CONTRACTOR shall maintain the bypass operations until the work is approved by the City.

After the permanent sewer work is completed, tested and approved by the City, restore the flow to the permanent sewer, dismantle and remove the bypass system, and repair any damage to streets and landscaping.

Shallow, plated trenches or flow through ramps shall be used for bypass piping at intersections per approval by the City. Repair street and sidewalk, and restore pavement markings damaged constructing trenches in accordance with the Standard Specifications and details of the City.

- d. Measurement and Payment: The contract lump sum price paid for **Temporary Sewer Bypassing (Bid Item 10)** shall include full compensation for furnishing all labor, materials, tools, equipment, and all incidentals necessary to perform sewage bypassing as described above and as directed by the Engineer and no additional allowance will be made therefore.

END OF SECTION

SECTION 4.00 - MISCELLANEOUS WORK

4.01 POTHOLING

- a. Description: The Contractor shall pothole to locate crossing utilities at the locations directed by the Engineer prior to excavating to install sewer mains. The contractor shall pothole the utilities by hand digging or core drilling and vacuum methods at every intersection crossing the excavation. The contractor shall submit a report to the Engineer documenting the location, depth, size and material of the utilities found.
- b. Measurement and Payment: The contract unit price paid, as shown in the Bid Schedule, for **Potholing (Bid Item 1)**, shall include full compensation for all labor, materials, tools, equipment and incidentals, and for doing all the work involved in Potholing, including all traffic control, flagging and temporary backfilling, complete in place, as shown in the plans, as specified in the technical provisions and as directed by the Engineer and no additional compensation will be allowed therefore.

4.02 SUPPLEMENTAL WORK

- a. Description: The work shall include any new or unforeseen work not specified for on the plans and specification. The assigned lump sum dollar amount listed in the bid schedule will be included in each bidder's proposal. Supplemental work shall be performed only upon direct written authorization from the Project Engineer. Agreed price may be used as an alternate method of payment, if directed by the Project Engineer.