

CITY OF PITTSBURG



**NOTICE INVITING BIDS, BID PROPOSAL, CONTRACT DOCUMENTS, GENERAL AND
SPECIAL CONDITIONS, AND TECHNICAL SPECIFICATIONS**

FOR THE CONSTRUCTION OF

**PROJECT NO. 3023
WILLOW PASS ROAD STORM DRAIN REPAIR PROJECT**

**IN
PITTSBURG, CALIFORNIA**

TO BE USED IN CONJUNCTION WITH:
CITY OF PITTSBURG STANDARD DETAILS AND SPECIFICATIONS (DATED 2022 AND CURRENT UPDATES),
STANDARD SPECIFICATION AND PLANS ISSUED BY THE STATE OF CALIFORNIA, DEPARTMENT OF
TRANSPORTATION (DATED 2023 AND CURRENT UPDATES)

September 2024

ACCEPTED FOR USE:



JOHN SAMUELSON, PE

C - 67734

PUBLIC WORKS DIRECTOR/CITY ENGINEER

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Notice Inviting Bids

1. **Bid Submission.** The City of Pittsburg (“City”) will accept sealed bids for its Willow Pass Road Storm Drain Repair Project (“Project”), by or before October 3, 2024, at 10:00 a.m., at its Pittsburg City Hall office, located at 65 Civic Avenue, Pittsburg, California, at which time the bids will be publicly opened and read aloud.
2. **Project Information.**
 - 2.1 **Location and Description.** The Project is located at Willow Pass Road between 701 Willow Pass Road and Nantucket Drive and is described as follows: Project work will include replacing both storm drains with a box culvert, sidewalk/roadway reconstruction and clearing debris from the areas north and south of the roadway.
 - 2.2 **Time for Final Completion.** The Project must be fully completed within sixty (60) calendar days from the start date set forth in the Notice to Proceed. City anticipates that the Work will begin on or about November 11, 2024, but the anticipated start date is provided solely for convenience and is neither certain nor binding.
 - 2.3 **Estimated Cost.** The estimated construction cost is \$414,000.
3. **License and Registration Requirements.**
 - 3.1 **License.** This Project requires a valid California contractor’s license for the following classification(s): Class A General Engineering or Class C-34 Pipeline Contractor.
 - 3.2 **DIR Registration.** City may not accept a Bid Proposal from or enter into the Contract with a bidder, without proof that the bidder is registered with the California Department of Industrial Relations (“DIR”) to perform public work pursuant to Labor Code § 1725.5, subject to limited legal exceptions.
4. **Contract Documents.** The plans, specifications, bid forms and contract documents for the Project, and any addenda thereto (“Contract Documents”) may be downloaded from City’s website located at: <https://www.pittsburgca.gov/business/current-bidding-opportunities>. A printed copy of the Contract Documents is not available.
5. **Bid Security.** The Bid Proposal must be accompanied by bid security of ten percent of the maximum bid amount, in the form of a cashier’s or certified check made payable to City, or a bid bond executed by a surety licensed to do business in the State of California on the Bid Bond form included with the Contract Documents. The bid security must guarantee that within ten days after City issues the Notice of Potential Award, the successful bidder will execute the Contract and submit the payment and performance bonds, insurance certificates and endorsements, valid Certificates of Reported Compliance as required under the California Air Resources Board’s In-Use Off-Road Diesel-Fueled Fleets Regulation (13 CCR § 2449 et seq.) (“Off-Road Regulation”), if applicable, and any other submittals required by the Contract Documents and as specified in the Notice of Potential Award.

6. Prevailing Wage Requirements.

6.1 General. Pursuant to California Labor Code § 1720 et seq., this Project is subject to the prevailing wage requirements applicable to the locality in which the Work is to be performed for each craft, classification or type of worker needed to perform the Work, including employer payments for health and welfare, pension, vacation, apprenticeship and similar purposes.

6.2 Rates. The prevailing rates are on file with the City and are available online at <http://www.dir.ca.gov/DLSR>. Each Contractor and Subcontractor must pay no less than the specified rates to all workers employed to work on the Project. The schedule of per diem wages is based upon a working day of eight hours. The rate for holiday and overtime work must be at least time and one-half.

6.3 Compliance. The Contract will be subject to compliance monitoring and enforcement by the DIR, under Labor Code § 1771.4.

7. Performance and Payment Bonds. The successful bidder will be required to provide performance and payment bonds, each for 100% of the Contract Price, as further specified in the Contract Documents.

8. Substitution of Securities. Substitution of appropriate securities in lieu of retention amounts from progress payments is permitted under Public Contract Code § 22300.

9. Subcontractor List. Each Subcontractor must be registered with the DIR to perform work on public projects. Each bidder must submit a completed Subcontractor List form with its Bid Proposal, including the name, location of the place of business, California contractor license number, DIR registration number, and percentage of the Work to be performed (based on the base bid price) for each Subcontractor that will perform Work or service or fabricate or install Work for the prime contractor in excess of one-half of 1% of the bid price, using the Subcontractor List form included with the Contract Documents.

10. Instructions to Bidders. All bidders should carefully review the Instructions to Bidders for more detailed information before submitting a Bid Proposal. The definitions provided in Article 1 of the General Conditions apply to all of the Contract Documents, as defined therein, including this Notice Inviting Bids.

By:  Date: 9/12/24

John Samuelson, Public Works Director / City Engineer

Publication Date: September 12, 2024

END OF NOTICE INVITING BIDS

Instructions to Bidders

Each Bid Proposal submitted to The City of Pittsburg ("City") for its Willow Pass Road Storm Drain Repair Project ("Project") must be submitted in accordance with the following instructions and requirements:

1. Bid Submission.

- 1.1 General.** Each Bid Proposal must be completed, using the form provided in the Contract Documents, signed, and submitted to City in a sealed envelope, with all required forms and attachments, by or before the date and time set forth in Section 1 of the Notice Inviting Bids, or as amended by subsequent addendum. Faxed or emailed Bid Proposals will not be accepted, unless otherwise specified. Late submissions will be returned unopened. City reserves the right to postpone the date or time for receiving or opening bids. Each bidder is solely responsible for all of its costs to prepare and submit its bid and by submitting a bid waives any right to recover those costs from City. The bid price(s) must include all costs to perform the Work as specified, including all labor, material, supplies, and equipment and all other direct or indirect costs such as applicable taxes, insurance and overhead.
- 1.2 Bid Envelope.** The sealed envelope containing the Bid Proposal and all required forms and attachments must be clearly labeled and addressed as follows:

BID PROPOSAL:

Willow Pass Road Storm Drain Repair Project
Project No. 3023

City Clerk
65 Civic Avenue
Pittsburg, CA, 94565
Attn: Alice Evenson

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

[Contractor company name]
[street address]
[city, state, zip code]
DIR Registration No: _____

- 1.3 DIR Registration.** Subject to limited legal exceptions for joint venture bids and federally-funded projects, City may not accept a Bid Proposal from a bidder without proof that the bidder is registered with the DIR to perform public work under Labor Code § 1725.5. If City is unable to confirm that the bidder is currently registered with the DIR, City may disqualify the bidder and return its bid unopened. (Labor Code §§ 1725.5 and 1771.1(a).)
- 2. Bid Proposal Form and Enclosures.** Each Bid Proposal must be completed in ink using the Bid Proposal form included with the Contract Documents. The Bid Proposal form must be fully completed without interlineations, alterations, or erasures. Any necessary corrections must be clear and legible, and must be initialed by the bidder's authorized representative. A Bid Proposal submitted with exceptions or terms such as "negotiable,"

“will negotiate,” or similar, will be considered nonresponsive. Each Bid Proposal must be accompanied by bid security, as set forth in Section 4 below, and by a completed Subcontractor List and Non-Collusion Declaration using the forms included with the Contract Documents, and any other required enclosures, as applicable.

3. **Authorization and Execution.** Each Bid Proposal must be signed by the bidder’s authorized representative. A Bid Proposal submitted by a partnership must be signed in the partnership name by a general partner with authority to bind the partnership. A Bid Proposal submitted by a corporation must be signed with the legal name of the corporation, followed by the signature and title of two officers of the corporation with full authority to bind the corporation to the terms of the Bid Proposal, under California Corporations Code § 313.
4. **Bid Security.** Each Bid Proposal must be accompanied by bid security of ten percent of the maximum bid amount, in the form of a cashier’s check or certified check, made payable to the City, or bid bond using the form included in the Contract Documents and executed by a surety licensed to do business in the State of California. The bid security must guarantee that, within ten days after issuance of the Notice of Potential Award, the bidder will: execute and submit the enclosed Contract for the bid price; submit payment and performance bonds for 100% of the maximum Contract Price; submit the insurance certificates and endorsements; and submit valid Certificates of Reported Compliance as required by the Off-Road Regulation, if applicable, and any other submittals, if any, required by the Contract Documents or the Notice of Potential Award. A Bid Proposal may not be withdrawn for a period of 60 days after the bid opening without forfeiture of the bid security, except as authorized for material error under Public Contract Code § 5100 et seq.
5. **Requests for Information.** Questions or requests for clarifications regarding the Project, the bid procedures, or any of the Contract Documents must be submitted in writing to 3023bidinfo@pittsburgca.gov. Oral responses are not authorized and are not binding on the City. Bidders should submit any such written inquiries at least five Working Days before the scheduled bid opening. Questions received any later might not be addressed before the bid deadline. An interpretation or clarification by City in response to a written inquiry will be issued in an addendum.
6. **Pre-Bid Investigation.**
 - 6.1 **General.** Each bidder is solely responsible at its sole expense for diligent and thorough review of the Contract Documents, examination of the Project site, and reasonable and prudent inquiry concerning known and potential site and area conditions prior to submitting a Bid Proposal. Each bidder is responsible for knowledge of conditions and requirements which reasonable review and investigation would have disclosed. However, except for any areas that are open to the public at large, bidders may not enter property owned or leased by the City or the Project site without prior written authorization from City.

A “NON-MANDATORY” PRE-BID MEETING SHALL BE HELD AT CITY HALL ON THURSDAY, SEPTEMBER 19TH, 2024 AT 10:00 AM

- 6.2 **Document Review.** Each bidder is responsible for review of the Contract Documents and any informational documents provided “For Reference Only,” e.g., as-builts, technical reports, test data, and the like. A bidder is responsible for notifying City of any errors, omissions, inconsistencies, or conflicts it discovers in the Contract Documents, acting solely in its capacity as a contractor and subject to the limitations of Public Contract Code § 1104. Notification of any such errors, omissions, inconsistencies, or conflicts must be submitted in writing to the City no later than five Working Days before the scheduled bid opening. (See Section 5,

above.) City expressly disclaims responsibility for assumptions a bidder might draw from the presence or absence of information provided by City.

- 6.3 Project Site.** Questions regarding the availability of soil test data, water table elevations, and the like should be submitted to the City in writing, as specified in Section 5, above. Any subsurface exploration at the Project site must be done at the bidder's expense, but only with prior written authorization from City. All soil data and analyses available for inspection or provided in the Contract Documents apply only to the test hole locations. Any water table elevation indicated by a soil test report existed on the date the test hole was drilled. The bidder is responsible for determining and allowing for any differing soil or water table conditions during construction. Because groundwater levels may fluctuate, difference(s) in elevation between ground water shown in soil boring logs and ground water actually encountered during construction will not be considered changed Project site conditions. Actual locations and depths must be determined by bidder's field investigation. The bidder may request access to underlying or background information on the Project site in City's possession that is necessary for the bidder to form its own conclusions, including, if available, record drawings or other documents indicating the location of subsurface lines, utilities, or other structures.
- 6.4 Utility Company Standards.** The Project must be completed in a manner that satisfies the standards and requirements of any affected utility companies or agencies (collectively, "utility owners"). The successful bidder may be required by the third party utility owners to provide detailed plans prepared by a California registered civil engineer showing the necessary temporary support of the utilities during coordinated construction work. Bidders are directed to contact the affected third party utility owners about their requirements before submitting a Bid Proposal.
- 7. Bidders Interested in More Than One Bid.** No person, firm, or corporation may submit or be a party to more than one Bid Proposal unless alternate bids are specifically called for. However, a person, firm, or corporation that has submitted a subcontract proposal or quote to a bidder may submit subcontract proposals or quotes to other bidders.
- 8. Addenda.** Any addenda issued prior to the bid opening are part of the Contract Documents. Subject to the limitations of Public Contract Code § 4104.5, City reserves the right to issue addenda prior to bid time. Each bidder is solely responsible for ensuring it has received and reviewed all addenda prior to submitting its bid. Bidders should check City's website periodically for any addenda or updates on the Project at: <https://www.pittsburgca.gov/business/current-bidding-opportunities>.
- 9. Brand Designations and "Or Equal" Substitutions.** Any specification designating a material, product, thing, or service by specific brand or trade name, followed by the words "or equal," is intended only to indicate quality and type of item desired, and bidders may request use of any equal material, product, thing, or service. All data substantiating the proposed substitute as an equal item must be submitted with the written request for substitution. A request for substitution must be submitted within 35 days after Notice of Potential Award unless otherwise provided in the Contract Documents. This provision does not apply to materials, products, things, or services that may lawfully be designated by a specific brand or trade name under Public Contract Code § 3400(c).
- 10. Bid Protest.** Any bid protest against another bidder must be submitted in writing and received by City 65 Civic Avenue, Pittsburg, California or sent via email at 3023bidinfo@pittsburgca.gov before 5:00 p.m. no later than two Working Days following bid opening ("Bid Protest Deadline") and must comply with the following requirements:

- 10.1 General.** Only a bidder who has actually submitted a Bid Proposal is eligible to submit a bid protest against another bidder. Subcontractors are not eligible to submit bid protests. A bidder may not rely on the bid protest submitted by another bidder, but must timely pursue its own protest. For purposes of this Section 10, a “Working Day” means a day that City is open for normal business, and excludes weekends and holidays observed by City. Pursuant to Public Contract Code § 4104, inadvertent omission of a Subcontractor’s DIR registration number on the Subcontractor List form is not grounds for a bid protest, provided it is corrected within 24 hours of the bid opening or as otherwise provided under Labor Code § 1771.1(b).
- 10.2 Protest Contents.** The bid protest must contain a complete statement of the basis for the protest and must include all supporting documentation. Material submitted after the Bid Protest Deadline will not be considered. The protest must refer to the *specific* portion or portions of the Contract Documents upon which the protest is based. The protest must include the name, address, email address, and telephone number of the protesting bidder and any person submitting the protest on behalf of or as an authorized representative of the protesting bidder.
- 10.3 Copy to Protested Bidder.** Upon submission of its bid protest to City, the protesting bidder must also concurrently transmit the protest and all supporting documents to the protested bidder, and to any other bidder who has a reasonable prospect of receiving an award depending upon the outcome of the protest, by email or hand delivery to ensure delivery before the Bid Protest Deadline.
- 10.4 Response to Protest.** The protested bidder may submit a written response to the protest, provided the response is received by City before 5:00 p.m., within two Working Days after the Bid Protest Deadline or after actual receipt of the bid protest, whichever is sooner (the “Response Deadline”). The response must attach all supporting documentation. Material submitted after the Response Deadline will not be considered. The response must include the name, address, email address, and telephone number of the person responding on behalf of or representing the protested bidder if different from the protested bidder.
- 10.5 Copy to Protesting Bidder.** Upon submission of its response to the bid protest to the City, the protested bidder must also concurrently transmit by email or hand delivery, by or before the Response Deadline, a copy of its response and all supporting documents to the protesting bidder and to any other bidder who has a reasonable prospect of receiving an award depending upon the outcome of the protest.
- 10.6 Exclusive Remedy.** The procedure and time limits set forth in this Section are mandatory and are the bidder’s sole and exclusive remedy in the event of a bid protest. A bidder’s failure to comply with these procedures will constitute a waiver of any right to further pursue a bid protest, including filing a Government Code Claim or initiation of legal proceedings.
- 10.7 Right to Award.** City reserves the right, acting in its sole discretion, to reject any bid protest that it determines lacks merit, to award the Contract to the bidder it has determined to be the responsible bidder submitting the lowest responsive bid, and to issue a Notice to Proceed with the Work notwithstanding any pending or continuing challenge to its determination.
- 11. Reservation of Rights.** City reserves the unfettered right, acting in its sole discretion, to waive or to decline to waive any immaterial bid irregularities; to accept or reject any or all

bids; to cancel or reschedule the bid; to postpone or abandon the Project entirely; or to perform all or part of the Work with its own forces. The Contract will be awarded, if at all, within 60 days after opening of bids or as otherwise specified in the Special Conditions, to the responsible bidder that submitted the lowest responsive bid. Any planned start date for the Project represents the City's expectations at the time the Notice Inviting Bids was first issued. City is not bound to issue a Notice to Proceed by or before such planned start date, and it reserves the right to issue the Notice to Proceed when the City determines, in its sole discretion, the appropriate time for commencing the Work. The City expressly disclaims responsibility for any assumptions a bidder might draw from the presence or absence of information provided by the City in any form. Each bidder is solely responsible for its costs to prepare and submit a bid, including site investigation costs.

12. **Bonds.** Within ten calendar days following City's issuance of the Notice of Potential Award to the successful bidder, the bidder must submit payment and performance bonds to City as specified in the Contract Documents using the bond forms included in the Contract Documents. All required bonds must be calculated on the maximum total Contract Price as awarded, including additive alternates, if applicable.
13. **License(s).** The successful bidder and its Subcontractor(s) must possess the California contractor's license(s) in the classification(s) required by law to perform the Work. The successful bidder must also obtain a City business license within ten days following City's issuance of the Notice of Potential Award. Subcontractors must also obtain a City business license before performing any Work.
14. **Ineligible Subcontractor.** Any Subcontractor who is ineligible to perform work on a public works project under Labor Code §§ 1777.1 or 1777.7 is prohibited from performing work on the Project.
15. **Safety Orders.** If the Project includes construction of a pipeline, sewer, sewage disposal system, boring and jacking pits, or similar trenches or open excavations, which are five feet or deeper, each bid must include a bid item for adequate sheeting, shoring, and bracing, or equivalent method, for the protection of life or limb, which comply with safety orders as required by Labor Code § 6707.
16. **In-Use Off-Road Diesel-Fueled Fleets.** If the Project involves the use of vehicles subject to the California Air Resources Board's In-Use Off-Road Diesel-Fueled Fleets Regulation (13 CCR § 2449 et seq.) ("Off-Road Regulation"), then within ten calendar days following City's issuance of the Notice of Potential Award to the successful bidder, the bidder must submit to City valid Certificates of Reported Compliance for its fleet and its listed Subcontractors, if applicable, in accordance with the Off-Road Regulation, unless exempt under the Off-Road Regulation.
17. **Bid Schedule.** Each bidder must complete the Bid Schedule form with unit prices as indicated, and submit the completed Bid Schedule with its Bid Proposal.
 - 17.1 **Incorrect Totals.** In the event a computational error for any bid item (base bid or alternate) results in an incorrect extended total for that item, the submitted base bid or bid alternate total will be adjusted to reflect the corrected amount as the product of the estimated quantity and the unit cost. In the event of a discrepancy between the actual total of the itemized or unit prices shown on the Bid Schedule for the base bid, and the amount entered as the base bid on the Bid Proposal form, the actual total of the itemized or unit prices shown on the Bid Schedule for the base bid will be deemed the base bid price. Likewise, in the event of a discrepancy between the actual total of the itemized or unit prices shown on the Bid Schedule for any bid alternate, and the amount entered for the alternate on the Bid Proposal

form, the actual total of the itemized prices shown on the Bid Schedule for that alternate will be deemed the alternate price. Nothing in this provision is intended to prevent a bidder from requesting to withdraw its bid for material error under Public Contract Code § 5100 et seq.

- 17.2 Estimated Quantities.** Unless identified as a “Final Pay Quantity,” the quantities shown on the Bid Schedule are estimated and the actual quantities required to perform the Work may be greater or less than the estimated amount. The Contract Price will be adjusted to reflect the actual quantities required for the Work based on the itemized or unit prices provided in the Bid Schedule, with no allowance for anticipated profit for quantities that are deleted or decreased, and no increase in the unit price, and without regard to the percentage increase or decrease of the estimated quantity and the actual quantity.
- 18. 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.
- 19. Subcontractor Work Limits.** The prime contractor must perform at least 50% of the Work on the Project, calculated as a percentage of the base bid price, with its own forces, except for any Work identified as “Specialty Work” in the Contract Documents. The total bid amount for any such Specialty Work, as shown on the Bid Schedule, may be deducted from the base bid price before computing the 50% self-performance requirement. The remaining Work may be performed by qualified Subcontractor(s).

END OF INSTRUCTIONS TO BIDDERS

Bid Proposal

Willow Pass Road Storm Drain Repair Project

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

1. **Base Bid.** Bidder proposes to perform and fully complete the Work for the Project as specified in the Contract Documents, within the time required for full completion of the Work, including all labor, materials, supplies, and equipment and all other direct or indirect costs including, but not limited to, taxes, insurance and all overhead, for the following price (“Base Bid”):
\$ _____.

2. **Addenda.** Bidder agrees that it has confirmed receipt of or access to, and reviewed, all addenda issued for this bid. Bidder waives any claims it might have against the City based on its failure to receive, access, or review any addenda for any reason. Bidder specifically acknowledges receipt of the following addenda:

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

3. **Bidder’s Certifications and Warranties.** By signing and submitting this Bid Proposal, Bidder certifies and warrants the following:

- 3.1 **Examination of Contract Documents.** Bidder has thoroughly examined the Contract Documents and represents that, to the best of Bidder’s knowledge, there are no errors, omissions, or discrepancies in the Contract Documents, subject to the limitations of Public Contract Code § 1104.
- 3.2 **Examination of Worksite.** Bidder has had the opportunity to examine the Worksite and local conditions at the Project location.
- 3.3 **Bidder Responsibility.** Bidder is a responsible bidder, with the necessary ability, capacity, experience, skill, qualifications, workforce, equipment, and resources to perform or cause the Work to be performed in accordance with the Contract Documents and within the Contract Time.
- 3.4 **Responsibility for Bid.** Bidder has carefully reviewed this Bid Proposal and is solely responsible for any errors or omissions contained in its completed bid. All statements and information provided in this Bid Proposal and enclosures are true and correct to the best of Bidder’s knowledge.
- 3.5 **Nondiscrimination.** In preparing this bid, the Bidder has not engaged in discrimination against any prospective or present employee or Subcontractor on grounds of race, color, ancestry, national origin, ethnicity, religion, sex, sexual orientation, age, disability, or marital status.
- 3.6 **Iran Contracting Act.** If the Contract Price exceeds \$1,000,000, Bidder is not identified on a list created under the Iran Contracting Act, Public Contract Code § 2200 et seq. (the “Act”),

as a person engaging in investment activities in Iran, as defined in the Act, or is otherwise expressly exempt under the Act.

4. **Award of Contract.** By signing and submitting this Bid Proposal, Bidder agrees that, if City issues the Notice of Potential Award to Bidder, then within ten days following issuance of the Notice of Potential 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 100% of the Contract Price, using the bond forms provided and in accordance with the requirements of the Contract Documents;
 - 4.3 **Insurance Requirements.** Submit to City the insurance certificate(s) and endorsement(s) as required by the Contract Documents; and
 - 4.4 **Certificates of Reported Compliance.** Submit to City valid Certificates of Reported Compliance for its fleet and its listed Subcontractors, if applicable, if the Project involves the use of vehicles subject to the Off-Road Regulation. (See Section 16 of the Instructions to Bidders.)
5. **Bid Security.** As a guarantee that, if awarded the Contract, Bidder will perform its obligations under Section 4 above, Bidder is enclosing bid security in the amount of ten percent of its maximum bid amount in one of the following forms (check one):

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

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

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

s/ _____

Name and Title

s/ _____

[See Section 3 of Instructions to Bidders]

Name and Title

Company Name

License #, Expiration Date, and Classification

Address

DIR Registration #

City, State, Zip

Phone

Contact Name

Contact Email

END OF BID PROPOSAL

Bid Schedule

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

AL = Allowance
LF = Linear Foot

CF = Cubic Feet
LS = Lump Sum

CY = Cubic Yard
SF = Square Feet

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

BID ITEM NO.	ITEM DESCRIPTION	EST. QTY.	UNIT	UNIT COST	EXTENDED TOTAL AMOUNT
1	MOBILIZATION	1	LS	\$	\$
2	TRAFFIC CONTROL SYSTEM AND CONSTRUCTION AREA SIGNS	1	LS	\$	\$
3	SEDIMENT AND EROSION CONTROL	1	LS	\$	\$
4	CLEARING AND GRUBBING	1	LS	\$	\$
5	SHORING/TRENCH SAFETY	1	LS	\$	\$
6	REMOVE CURB AND GUTTER	30	LF	\$	\$
7	REMOVE CONCRETE FLATWORK	165	SF	\$	\$
8	REMOVE ASPHALT SECTION	22	CY	\$	\$
9	REMOVE FENCE	40	LF	\$	\$
10	REMOVE (2) 48-INCH RCP	112	LF	\$	\$
11	REMOVE HEADWALL	2	EA	\$	\$
12	REMOVE TREE	1	EA	\$	\$
13	REMOVE POST	1	EA	\$	\$
14	CURB AND GUTTER	30	LF	\$	\$
15	CONCRETE SIDEWALK	165	SF	\$	\$
16	HOT MIXED ASPHALT (HMA)	74	TON	\$	\$
17	CLASS II AGGREGATE BASE	13	CY	\$	\$
18	STORM DRAINAGE - 4' x 8' CONCRETE BOX CULVERT	56	LF	\$	\$
19	STORM DRAINAGE - HEADWALL	44	LF	\$	\$
20	CALTRANS CLASS II RSP	7	CY	\$	\$
21	CONCRETE CAP	1	LS	\$	\$
22	RESTORE STRIPING	1	LS	\$	\$
23	INSTALL CHAIN LINK FENCE WITH BARBED WIRE	40	LF	\$	\$

BID ITEM NO.	ITEM DESCRIPTION	EST. QTY.	UNIT	UNIT COST	EXTENDED TOTAL AMOUNT
24	INSTALL BARBED WIRE FENCE	50	LF		
25	INSTALL TEMPORARY ORANGE CONSTRUCTION FENCE	120	LF		

* Final Pay Quantity

TOTAL BASE BID: Items 1 through 25 inclusive: \$ _____

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

BIDDER NAME: _____

END OF BID SCHEDULE

Subcontractor List

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

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

END OF SUBCONTRACTOR LIST

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

Noncollusion Declaration

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

The undersigned declares:

I am the _____ [title] of _____
[business name], the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____ [date], at _____ [city], _____ [state].

s/ _____

Name [print]

END OF NONCOLLUSION DECLARATION

Bid Bond

_____ (“Bidder”) has submitted a bid, dated _____, 20____ (“Bid”), to the City of Pittsburg (“City”) for work on the Willow Pass Road Storm Drain Repair Project (“Project”). Under this duly executed bid bond (“Bid Bond”), Bidder as Principal and _____, its surety (“Surety”), are bound to City as obligee in the penal sum of ten percent of the maximum amount of the Bid (the “Bond Sum”). Bidder and Surety bind themselves and their respective heirs, executors, administrators, successors and assigns, jointly and severally, as follows:

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

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

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

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

SURETY:

Business Name

s/ _____

Date

Name, Title

(Attach Acknowledgment with Notary Seal and Power of Attorney)

BIDDER:

Business Name

s/ _____

Date

Name, Title

END OF BID BOND

Bidder's Questionnaire

WILLOW PASS ROAD STORM DRAIN REPAIR PROJECT

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

Part A: General Information

Bidder Business Name: _____ ("Bidder")

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

Main Office Address and Phone: _____

Local Office Address and Phone: _____

Website Address: _____

Owner of Business: _____

Contact Name and Title: _____

Contact Phone and Email: _____

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

Bidder's DIR Registration Number: _____

Part B: Bidder Experience

1. How many years has Bidder been in business under its present business name? ____ years
2. Has Bidder completed projects similar in type and size to this Project as a general contractor?
____ Yes ____ No
3. Has Bidder ever been disqualified from a bid on grounds that it is not responsible, or otherwise disqualified or debarred from bidding under state or federal law?
____ Yes ____ No

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

4. Has Bidder ever been terminated for cause, alleged default, or legal violation from a construction project, either as a general contractor or as a subcontractor?

_____ Yes _____ No

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

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

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

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

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

Part C: Safety

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

Year	EMR

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

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

3. Has Bidder ever been cited, fined, or prosecuted by any local, state, or federal agency, including OSHA, CalOSHA, or EPA, for violation of any law, regulation, or requirements pertaining to health and safety?

_____ Yes _____ No

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

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

Name Title Email

Part D: Verification

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

Signature: _____ Date: _____

By: _____
Name and Title

END OF BIDDER'S QUESTIONNAIRE

Contract

This public works contract ("Contract") is entered into by and between the City of Pittsburgh ("City") and _____ ("Contractor"), for work on the Willow Pass Road Storm Drain Repair Project ("Project").

The parties agree as follows:

1. **Award of Contract.** In response to the Notice Inviting Bids, Contractor has submitted a Bid Proposal to perform the Work to construct the Project. On _____, 20____, City authorized award of this Contract to Contractor for the amount set forth in Section 4, below. City has elected to include the following Project alternate(s) in the Contract: No alternates
2. **Contract Documents.** The Contract Documents incorporated into this Contract include and are comprised of all of the documents listed below. The definitions provided in Article 1 of the General Conditions apply to all of the Contract Documents, including this Contract.
 - 2.1 Notice Inviting Bids;
 - 2.2 Instructions to Bidders;
 - 2.3 Addenda, if any;
 - 2.4 Bid Proposal and attachments thereto;
 - 2.5 Contract;
 - 2.6 Payment and Performance Bonds;
 - 2.7 General Conditions;
 - 2.8 Special Conditions;
 - 2.9 Project Plans and Specifications;
 - 2.10 Change Orders, if any;
 - 2.11 Notice of Potential Award;
 - 2.12 Notice to Proceed; and
 - 2.13 The following: No other documents
3. **Contractor's Obligations.** Contractor will perform all of the Work required for the Project, as specified in the Contract Documents. Contractor must provide, furnish, and supply all things necessary and incidental for the timely performance and completion of the Work, including all necessary labor, materials, supplies, tools, equipment, transportation, onsite facilities, and utilities, unless otherwise specified in the Contract Documents. Contractor must use its best efforts to diligently prosecute and complete the Work in a professional and expeditious manner and to meet or exceed the performance standards required by the Contract Documents.
4. **Payment.** As full and complete compensation for Contractor's timely performance and completion of the Work in strict accordance with the terms and conditions of the Contract Documents, City will pay Contractor \$ _____ ("Contract Price") for all of Contractor's direct and indirect costs to perform the Work, including all labor, materials, supplies, equipment, taxes, insurance, bonds and all overhead costs, in accordance with the payment provisions in the General Conditions.
5. **Time for Completion.** Contractor will fully complete the Work for the Project, meeting all requirements for Final Completion, within 60 calendar days from the start date set forth in the Notice to Proceed ("Contract Time"). By signing below, Contractor expressly waives any claim for delayed early completion.
6. **Liquidated Damages.** As further specified in Section 5.4 of the General Conditions, if Contractor fails to complete the Work within the Contract Time, City will assess liquidated

damages in the amount of \$3,600 per day for each day of unexcused delay in achieving Final Completion, and such liquidated damages may be deducted from City's payments due or to become due to Contractor under this Contract.

7. Labor Code Compliance.

7.1 General. This Contract is subject to all applicable requirements of Chapter 1 of Part 7 of Division 2 of the Labor Code, including requirements pertaining to wages, working hours and workers' compensation insurance, as further specified in Article 9 of the General Conditions.

7.2 Prevailing Wages. This Project is subject to the prevailing wage requirements applicable to the locality in which the Work is to be performed for each craft, classification or type of worker needed to perform the Work, including employer payments for health and welfare, pension, vacation, apprenticeship and similar purposes. Copies of these prevailing rates are available online at <http://www.dir.ca.gov/DLSR>.

7.3 DIR Registration. City may not enter into the Contract with a bidder without proof that the bidder and its Subcontractors are registered with the California Department of Industrial Relations to perform public work pursuant to Labor Code § 1725.5, subject to limited legal exceptions.

8. Workers' Compensation Certification. Pursuant to Labor Code § 1861, by signing this Contract, Contractor certifies as follows: "I am aware of the provisions of Labor Code § 3700 which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Work on this Contract."

9. Conflicts of Interest. Contractor, its employees, Subcontractors, and agents may not have, maintain, or acquire a conflict of interest in relation to this Contract in violation of any City ordinance or requirement, or in violation of any California law, including Government Code § 1090 et seq., or the Political Reform Act, as set forth in Government Code § 81000 et seq. and its accompanying regulations. Any violation of this Section constitutes a material breach of the Contract.

10. Independent Contractor. Contractor is an independent contractor under this Contract and will have control of the Work and the means and methods by which it is performed. Contractor and its Subcontractors are not employees of City and are not entitled to participate in any health, retirement, or any other employee benefits from City.

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

City:

Public Works Department/Engineering Division
65 Civic Avenue
Pittsburg, CA, 94565
(925) 252-4930

Lydia Blakley, Administrative Specialist
LBlakley@pittsburgca.gov

Savon Reese, Associate Engineer
sreese@pittsburgca.gov

Contractor:

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

12. General Provisions.

- 12.1 Assignment and Successors.** Contractor may not assign its rights or obligations under this Contract, in part or in whole, without City’s written consent. This Contract is binding on Contractor’s and City’s lawful heirs, successors and permitted assigns.
- 12.2 Third Party Beneficiaries.** There are no intended third party beneficiaries to this Contract.
- 12.3 Governing Law and Venue.** This Contract will be governed by California law and venue will be in the Contra Costa County Superior Court, and no other place. Contractor waives any right it may have pursuant to Code of Civil Procedure § 394, to file a motion to transfer any action arising from or relating to this Contract to a venue outside of Contra Costa County, California.
- 12.4 Amendment.** No amendment or modification of this Contract will be binding unless it is in a writing duly authorized and signed by the parties to this Contract.
- 12.5 Integration.** This Contract and the Contract Documents incorporated herein, including authorized amendments or Change Orders thereto, constitute the final, complete, and exclusive terms of the agreement between City and Contractor.
- 12.6 Severability.** If any provision of the Contract Documents is determined to be illegal, invalid, or unenforceable, in whole or in part, the remaining provisions of the Contract Documents will remain in full force and effect.
- 12.7 Iran Contracting Act.** If the Contract Price exceeds \$1,000,000, Contractor certifies, by signing below, that it is not identified on a list created under the Iran Contracting Act, Public Contract Code § 2200 et seq. (the “Act”), as a person engaging in investment activities in Iran, as defined in the Act, or is otherwise expressly exempt under the Act.
- 12.8 Authorization.** Each individual signing below warrants that he or she is authorized to do so by the party that he or she represents, and that this Contract is legally binding on that party. If Contractor is a corporation, signatures from two officers of the corporation are required pursuant to California Corporations Code § 313.

[Signatures are on the following page.]

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

CITY:

Approved as to form:

s/ _____

s/ _____

Name, Title

Name, Title

Date: _____

Date: _____

CONTRACTOR:

Business Name

s/ _____

Seal:

Name, Title

Date: _____

Second Signature (See Section 12.8):

s/ _____

Name, Title

Date: _____

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

END OF CONTRACT

Payment Bond

The City of Pittsburg ("City") and _____ ("Contractor") have entered into a contract for work on the Willow Pass Road Storm Drain Repair Project ("Project"). The Contract is incorporated by reference into this Payment Bond ("Bond").

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

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

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

[Signatures are on the following page.]

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

SURETY:

Business Name

s/ _____

Date

Name, Title

(Attach Acknowledgment with Notary Seal and Power of Attorney)

CONTRACTOR:

Business Name

s/ _____

Date

Name, Title

APPROVED BY CITY:

s/ _____

Date

Name, Title

END OF PAYMENT BOND

Performance Bond

The City of Pittsburg ("City") and _____ ("Contractor") have entered into a contract for work on the Willow Pass Road Storm Drain Repair Project ("Project"). The Contract is incorporated by reference into this Performance Bond ("Bond").

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

Attn: _____
Address: _____

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

8. **Law and Venue.** This Bond will be governed by California law, and venue for any dispute pursuant to this Bond will be in the < _____ > County Superior Court, and no other place. Surety will be responsible for City's attorneys' fees and costs in any action to enforce the provisions of this Bond.
9. **Effective Date; Execution.** This Bond is entered into and effective on _____, 20__.

SURETY:

Business Name

s/ _____

Date

Name, Title

(Attach Acknowledgment with Notary Seal and Power of Attorney)

CONTRACTOR:

Business Name

s/ _____

Date

Name, Title

APPROVED BY CITY:

s/ _____

Date

Name, Title

END OF PERFORMANCE BOND

General Conditions

Article 1 - Definitions

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

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

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

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

City means the municipality which has entered into the Contract with Contractor for performance of the Work, acting through its City Council, officers, employees, City Engineer, and any other authorized representatives.

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

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

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

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

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

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

Contractor means the individual, partnership, corporation, or joint-venture that 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, engineering, or other design professional services for the Project. If no Design Professional has been retained for this Project, any reference to Design Professional is deemed to refer to the Engineer.

DIR means the California Department of Industrial Relations.

Drawings has the same meaning as Plans.

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

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

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

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

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

Furnish means to purchase and deliver for the Project.

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

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

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

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

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

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

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

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

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

Project Manager means the individual designated by City to oversee and manage the Project on City's behalf and may include his or her authorized 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.

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

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

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

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

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

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

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

Technical Specifications has the same meaning as Specifications.

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

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

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

Article 2 - Roles and Responsibilities

2.1 City.

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

(B) **Engineer.** The Engineer, acting within the authority conferred by the City Council, is responsible for administration of the Project on behalf of City, including

authority to provide directions to the Design Professional and to Contractor to ensure proper and timely completion of the Project. The Engineer's decisions are final and conclusive within the scope of his or her authority, including interpretation of the Contract Documents.

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

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

2.2 Contractor.

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

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

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

(D) **On-Site Superintendent.** Contractor must, at all times during performance of the Work, provide a qualified and competent full-time superintendent acceptable to City, and assistants as necessary, who must be physically present at the Project site while any

aspect of the Work is being performed. The superintendent must have full authority to act and communicate on behalf of Contractor, and Contractor will be bound by the superintendent's communications to City. City's approval of the superintendent is required before the Work commences. If City is not satisfied with the superintendent's performance, City may request a qualified replacement of the superintendent. Failure to comply may result in temporary suspension of the Work, at Contractor's sole expense and with no extension of Contract Time, until an approved superintendent is physically present to supervise the Work. Contractor must provide written notice to City, as soon as practicable, before replacing the superintendent.

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

(F) **Meetings.** Contractor, its project manager, superintendent and any primary Subcontractors requested by City, must attend a pre-construction conference, if requested by City, as well as weekly Project progress meetings scheduled with City. If applicable, Contractor may also be required to participate in coordination meetings with other parties relating to other work being performed on or near the Project site or in relation to the Project, including work or activities performed by City, other contractors, or other utility owners.

(G) **Construction Records.** Contractor will maintain up-to-date, thorough, legible, and dated daily job reports, which document all significant activity on the Project for each day that Work is performed on the Project. The daily report for each day must include the number of workers at the Project site; primary Work activities; major deliveries; problems encountered, including injuries, if any; weather and site conditions; and delays, if any. Contractor will take date and time-stamped photographs to document general progress of the Project, including site conditions prior to construction activities, before and after photographs at offset trench laterals, existing improvements and utilities, damage and restoration. Contractor will maintain copies of all subcontracts, Project-related correspondence with Subcontractors, and records of meetings with Subcontractors. Upon request by the City, Contractor will permit review of and/or provide copies of any of these construction records.

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

(I) **Correction of Defects.** Contractor must promptly correct, at Contractor's sole expense, any Work that is determined by City to be deficient or defective in any way, including workmanship, materials, parts, or equipment. Workmanship, materials, parts, or equipment that do not conform to the requirements under the Plans, Specifications, and other Contract Documents, as determined by City, will be considered defective and subject to rejection. Contractor must also promptly correct, at Contractor's sole expense, any Work performed beyond the lines and grades shown on the Plans or established by City, and any Extra Work performed without City's prior written approval. If Contractor

fails to correct or to take reasonable steps toward correcting defective Work within five days following notice from City, or within the time specified in City's notice to correct, City may elect to have the defective Work corrected by its own forces or by a third party, in which case the cost of correction will be deducted from the Contract Price. If City elects to correct defective Work due to Contractor's failure or refusal to do so, City or its agents will have the right to take possession of and use any equipment, supplies, or materials available at the Project site or any Worksite on City property, in order to effectuate the correction, at no extra cost to City. Contractor's warranty obligations under Section 11.2, Warranty, will not be waived nor limited by City's actions to correct defective Work under these circumstances. Alternatively, City may elect to retain defective Work, and deduct the difference in value, as determined by the Engineer, from payments otherwise due to Contractor. This paragraph applies to any defective Work performed by Contractor during the one-year warranty period under Section 11.2.

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

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

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

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

2.3 Subcontractors.

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

ability or adequate trained workforce. Each Subcontractor must obtain a City business license before performing any Work.

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

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

(D) **Substitution of Subcontractor.** If Contractor requests substitution of a listed Subcontractor under Public Contract Code § 4107, Contractor is solely responsible for all costs City incurs in responding to the request, including legal fees and costs to conduct a hearing, and any increased subcontract cost to perform the Work that was to be performed by the listed Subcontractor. If City determines that a Subcontractor is unacceptable to City based on the Subcontractor's failure to satisfactorily perform its Work, or for any of the grounds for substitution listed in Public Contract Code § 4107(a), City may request removal of the Subcontractor from the Project. Upon receipt of a written request from City to remove a Subcontractor pursuant to this paragraph, Contractor will immediately remove the Subcontractor from the Project and, at no further cost to City, will either (1) self-perform the remaining Work to the extent that Contractor is duly licensed and qualified to do so, or (2) substitute a Subcontractor that is acceptable to City, in compliance with Public Contract Code § 4107, as applicable.

2.4 Coordination of Work.

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

(B) **Coordination.** If Contractor's Work will connect or interface with work performed by others, Contractor is responsible for independently measuring and visually inspecting such work to ensure a correct connection and interface. Contractor is responsible for any failure by Contractor or its Subcontractors to confirm measurements before proceeding with connecting Work. Before proceeding with any portion of the Work affected by the construction or operations of others, Contractor must give the Project Manager prompt written notification of any defects Contractor discovers which will prevent the proper execution of the Work. Failure to give notice of any known or reasonably discoverable defects will be deemed acknowledgement by Contractor that the work of others is not

defective and will not prevent the proper execution of the Work. Contractor must also promptly notify City if work performed by others, including work or activities performed by City's own forces, is operating to hinder, delay, or interfere with Contractor's timely performance of the Work. City reserves the right to backcharge Contractor for any additional costs incurred due to Contractor's failure to comply with the requirements in this Section 2.4.

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

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

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

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

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

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

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

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

2.6 Shop Drawings. When Shop Drawings are required by the Specifications or requested by the Engineer, they must be prepared according to best practices at Contractor's expense. The Shop Drawings must be of a size and scale to clearly show all necessary details. Unless otherwise specified by City, Shop Drawings must be provided to the

Engineer for review and acceptance at least 30 days before the Work will be performed. If City requires changes, the corrected Shop Drawings must be resubmitted to the Engineer for review within the time specified by the Engineer. For all Project components requiring Shop Drawings, Contractor will not furnish materials or perform any Work until the Shop Drawings for those components are accepted by City. Contractor is responsible for any errors or omissions in the Shop Drawings, shop fits and field corrections; any deviations from the Contract Documents; and for the results obtained by the use of Shop Drawings. Acceptance of Shop Drawings by City does not relieve Contractor of Contractor's responsibility.

- 2.7 Access to Work.** Contractor must afford prompt and safe access to any Worksite by City and its employees, agents, or consultants authorized by City; and upon request by City, Contractor must promptly arrange for City representatives to visit or inspect manufacturing sites or fabrication facilities for items to be incorporated into the Work.
- 2.8 Personnel.** Contractor and its Subcontractors must employ only competent and skillful personnel to perform the Work. Contractor and its Subcontractor's supervisors, security or safety personnel, and employees who have unescorted access to the Project site must possess proficiency in English sufficient to read, understand, receive, and implement oral or written communications or instructions relating to their respective job functions, including safety and security requirements. Upon written notification from the Engineer, Contractor and its Subcontractors must immediately discharge any personnel who are incompetent, disorderly, disruptive, threatening, abusive, or profane, or otherwise refuse or fail to comply with the requirements of the Contract Documents or Laws, including Laws pertaining to health and safety. Any such discharged personnel may not be re-employed or permitted on the Project in any capacity without City's prior written consent.

Article 3 - Contract Documents

3.1 Interpretation of Contract Documents.

(A) **Plans and Specifications.** The Plans and Specifications included in the Contract Documents are complementary. If Work is shown on one but not on the other, Contractor must perform the Work as though fully described on both, consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results. The Plans and Specifications are deemed to include and require everything necessary and reasonably incidental to completion of the Work, whether or not particularly mentioned or shown. Contractor must perform all Work and services and supply all things reasonably related to and inferable from the Contract Documents. In the event of a conflict between the Plans and Specifications, the Specifications will control, unless the drawing(s) at issue are dated later than the Specification(s) at issue. Detailed drawings take precedence over general drawings, and large-scale drawings take precedence over smaller scale drawings. Any arrangement or division of the Plans and Specifications into sections is for convenience and is not intended to limit the Work required by separate trades. A conclusion presented in the Plans or Specifications is only a recommendation. Actual locations and depths must be determined by Contractor's field investigation. Contractor may request access to underlying or background information in City's possession that is necessary for Contractor to form its own conclusions.

(B) **Duty to Notify and Seek Direction.** If Contractor becomes aware of a changed condition in the Project, or of any ambiguity, conflict, inconsistency, discrepancy, omission, or error in the Contract Documents, including the Plans or Specifications, Contractor must promptly submit a Request for Information to the Engineer and wait for a response from City before proceeding further with the related Work. The RFI must notify City of the issue and request clarification, interpretation or direction. The Engineer's

clarification, interpretation or direction will be final and binding on Contractor. If Contractor proceeds with the related Work before obtaining City's response, Contractor will be responsible for any resulting costs, including the cost of correcting any incorrect or defective Work that results. Timely submission of a clear and complete RFI is essential to avoiding delay. Delay resulting from Contractor's failure to submit a timely and complete RFI to the Engineer is Non-Excusable Delay. If Contractor believes that City's response to an RFI justifies a change to the Contract Price or Contract Time, Contractor must perform the Work as directed, but may submit a timely Change Order request in accordance with the Contract Documents. (See Articles 5 and 6.)

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

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

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

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

3.2 Order of Precedence. Information included in one Contract Document but not in another will not be considered a conflict or inconsistency. Unless otherwise specified in the Special Conditions, in case of any conflict or inconsistency among the Contract Documents, the following order of precedence will apply, beginning from highest to lowest, with the most recent version taking precedent over an earlier version:

- (A) Change Orders;
- (B) Addenda;
- (C) Contract;
- (D) Notice to Proceed;
- (E) Attachment B – Federal Contract Requirements (only if used);
- (F) Special Conditions;
- (G) General Conditions;
- (H) Payment and Performance Bonds;
- (I) Specifications;
- (J) Plans;
- (K) Notice of Potential Award;
- (L) Notice Inviting Bids;
- (M) Attachment A – Federal Bidding Requirements (only if used);
- (N) Instructions to Bidders;
- (O) Contractor's Bid Proposal and attachments;
- (P) the City's standard specifications, as applicable; and
- (Q) Any generic documents prepared by and on behalf of a third party, that were not prepared specifically for this Project, such as the Caltrans Standard Specifications or Caltrans Special Provisions.

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

following provisions apply to use of or reference to the Caltrans Standard Specifications or Special Provisions:

(A) **Limitations.** The “General Provisions” of the Caltrans Standard Specifications, i.e., sections 1 through 9, do not apply to these Contract Documents with the exception of any specific provisions, if any, which are expressly stated to apply to these Contract Documents.

(B) **Conflicts or Inconsistencies.** If there is a conflict or inconsistency between any provision in the Caltrans Standard Specifications or Special Provisions and a provision of these Contract Documents, as determined by City, the provision in the Contract Documents will govern.

(C) **Meanings.** Terms used in the Caltrans Standard Specifications or Special Provisions are to be interpreted as follows:

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

(2) Any reference to the “Special Provisions” is deemed to mean the Special Conditions, unless the Caltrans Special Provisions are expressly included in the Contract Documents listed in Section 2 of the Contract.

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

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

3.5 Current Versions. Unless otherwise specified by City, any reference to standard specifications, technical specifications, or any City or state codes or regulations means the latest specification, code, or regulation in effect on the date that bids were due.

3.6 Conformed Copies. If City prepares a conformed set of the Contract Documents following award of the Contract, it will provide Contractor with two hard copy (paper) sets and one copy of the electronic file in PDF format. It is Contractor’s responsibility to ensure that all Subcontractors, including fabricators, are provided with the conformed set of the Contract Documents at Contractor’s sole expense.

3.7 Ownership. No portion of the Contract Documents may be used for any purpose other than construction of the Project, without prior written consent from City. Contractor is deemed to have conveyed the copyright in any designs, drawings, specifications, Shop Drawings, or other documents (in paper or electronic form) developed by Contractor for the Project, and City will retain all rights to such works, including the right to possession.

Article 4 - Bonds, Indemnity, and Insurance

- 4.1 Payment and Performance Bonds.** Within ten days following issuance of the Notice of Potential Award, Contractor is required to provide a payment bond and a performance bond, each in the penal sum of not less than 100% of the Contract Price, and each executed by Contractor and its surety using the bond forms included with the Contract Documents.
- (A) **Surety.** Each bond must be issued and executed by a surety admitted in California. If an issuing surety cancels the bond or becomes insolvent, within seven days following written notice from City, Contractor must substitute a surety acceptable to City. If Contractor fails to substitute an acceptable surety within the specified time, City may, at its sole discretion, withhold payment from Contractor until the surety is replaced to City's satisfaction, or terminate the Contract for default.
- (B) **Supplemental Bonds for Increase in Contract Price.** If the Contract Price increases during construction by five percent or more over the original Contract Price, Contractor must provide supplemental or replacement bonds within ten days of written notice from City pursuant to this Section, covering 100% of the increased Contract Price and using the bond forms included with the Contract Documents.
- 4.2 Indemnity.** To the fullest extent permitted by law, Contractor must indemnify, defend, and hold harmless City, its Council, officers, officials, employees, agents, volunteers, and consultants (individually, an "Indemnitee," and collectively the "Indemnitees") from and against any and all liability, loss, damage, claims, causes of action, demands, charges, fines, costs, and expenses (including, without limitation, attorney fees, expert witness fees, paralegal fees, 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 in failing to comply with any obligation of Contractor under the Contract, except such Liability caused by the active negligence, sole negligence, or willful misconduct of an Indemnitee. This indemnity requirement applies to any Liability arising from alleged defects in the content or manner of submission of Contractor's bid for the Contract. Contractor's failure or refusal to timely accept a tender of defense pursuant to this Contract will be deemed a material breach of the Contract. City will timely notify Contractor upon receipt of any third-party claim relating to the Contract, as required by Public Contract Code § 9201. Contractor waives any right to express or implied indemnity against any Indemnitee. Contractor's indemnity obligations under this Contract will survive the expiration or any early termination of the Contract.
- 4.3 Insurance.** No later than ten days following issuance of the Notice of Potential Award, Contractor must procure and provide proof of the insurance coverage required by this Section in the form of certificates and endorsements acceptable to City. The required insurance must cover the activities of Contractor and its Subcontractors relating to or arising from the performance of the Work, and must remain in full force and effect at all times during the period covered by the Contract, through the date of City's acceptance of the Project. 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. The procurement of the required insurance will not be construed to limit Contractor's liability under this Contract or to fulfill Contractor's indemnification obligations under this Contract.

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

(1) **Commercial General Liability (“CGL”) Insurance:** The CGL insurance policy must be issued on an occurrence basis, written on a comprehensive general liability form, and must include coverage for liability arising from Contractor’s or its Subcontractor’s acts or omissions in the performance of the Work, including contractor’s protective coverage, contractual liability, products and completed operations, and broad form property damage, with limits of at least \$2,000,000 per occurrence and at least \$4,000,000 general aggregate. The CGL insurance coverage may be arranged under a single policy for the full limits required or by a combination of underlying policies with the balance provided by excess or umbrella policies, provided each such policy complies with the requirements set forth in this Section, including required endorsements.

(2) **Automobile Liability Insurance:** The automobile liability insurance policy must provide coverage of at least \$2,000,000 combined single-limit per accident for bodily injury, death, or property damage, including hired and non-owned auto liability.

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

(4) **Pollution Liability Insurance:** The pollution liability insurance policy must be issued on an occurrence basis, providing coverage of at least \$2,000,000 for all loss arising out of claims for bodily injury, death, property damage, or environmental damage caused by pollution conditions resulting from the Work.

(5) **Builder’s Risk Insurance:** The builder’s risk insurance policy must be issued on an occurrence basis, for all-risk or “all perils” coverage on a 100% completed value basis on the insurable portion of the Project for the benefit of City.

(B) **Notice.** Each certificate of insurance must state that the coverage afforded by the policy or policies will not be reduced, cancelled or allowed to expire without at least 30 days written notice to City, unless due to non-payment of premiums, in which case ten days written notice must be made to City.

(C) **Waiver of Subrogation.** Each required policy must include an endorsement providing that the carrier will waive any right of subrogation it may have against City.

(D) **Required Endorsements.** The CGL policy, automobile liability policy, pollution liability policy, and builder’s risk policy must include the following specific endorsements:

(1) The City, including its Council, officials, officers, employees, agents, volunteers and consultants (collectively, “Additional Insured”) must be named as an additional insured for all liability arising out of the operations by or on behalf of the named insured, and the policy must protect the Additional Insured against any and all liability for personal injury, death or property damage or destruction arising directly or indirectly in the performance of the Contract. The additional insured endorsement must be provided using ISO form CG 20 10 11 85 or equivalent form(s) approved by the City.

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

(3) The insurance provided by Contractor is primary and no insurance held or owned by any Additional Insured may be called upon to contribute to a loss.

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

(E) **Contractor's Responsibilities.** This Section 4.3 establishes the minimum requirements for Contractor's insurance coverage in relation to this Project, but is not intended to limit Contractor's ability to procure additional or greater coverage. Contractor is responsible for its own risk assessment and needs and is encouraged to consult its insurance provider to determine what coverage it may wish to carry beyond the minimum requirements of this Section. Contractor is solely responsible for the cost of its insurance coverage, including premium payments, deductibles, or self-insured retentions, and no Additional Insured will be responsible or liable for any of the cost of Contractor's insurance coverage.

(F) **Deductibles and Self-Insured Retentions.** Any deductibles or self-insured retentions that apply to the required insurance (collectively, "deductibles") in excess of \$100,000 are subject to approval by the City's Risk Manager, acting in his or her sole discretion, and must be declared by Contractor when it submits its certificates of insurance and endorsements pursuant to this Section 4.3. If the City's Risk Manager determines that the deductibles are unacceptably high, at City's option, Contractor must either reduce or eliminate the deductibles as they apply to City and all required Additional Insured; or must provide a financial guarantee, to City's satisfaction, guaranteeing payment of losses and related investigation, claim administration, and legal expenses.

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

Article 5 - Contract Time

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

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

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

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

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

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

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

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

(C) **Progress Schedules.** After City accepts the final baseline schedule with no exceptions, Contractor must submit an updated progress schedule and three-week look-ahead schedule, in the format specified by City, for review and acceptance with each application for a progress payment, or when otherwise specified by City, until completion

of the Work. The updated progress schedule must: show how the actual progress of the Work as constructed to date compares to the baseline schedule; reflect any proposed changes in the construction schedule or method of operations, including to achieve Project milestones within the Contract Time; and identify any actual or potential impacts to the critical path. Contractor must also submit periodic reports to City of any changes in the projected material or equipment delivery dates for the Project.

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

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

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

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

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

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

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

5.3 Delay and Extensions of Contract Time.

(A) **Notice of Delay.** If Contractor becomes aware of any actual or potential delay affecting the critical path, Contractor must promptly notify the Engineer in writing, regardless of the nature or cause of the delay, so that City has a reasonable opportunity to mitigate or avoid the delay.

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

(C) **Weather Delays.** A "Weather Delay Day" is a Working Day during which Contractor and its forces, including Subcontractors, are unable to perform more than 40% of the critical path Work scheduled for that day due to adverse weather conditions which impair the ability to safely or effectively perform the scheduled critical path Work that day. Adverse weather conditions may include rain, saturated soil, and Project site clean-up required due to adverse weather. Determination of what constitutes critical path Work scheduled for that day will be based on the most current, City-approved schedule. Contractor will be entitled to a non-compensable extension of the Contract Time for each Weather Delay Day in excess of the normal Weather Delay Days within a given month as determined by reliable records, including monthly rainfall averages, for the preceding ten years (or as otherwise specified in the Special Conditions or Specifications).

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

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

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

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

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

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

- (3) Contractor's failure to provide adequate notification to utility companies or agencies for connections or services necessary for completion of the Work within the Contract Time;
- (4) foreseeable conditions which Contractor could have ascertained from reasonably diligent inspection of the Project site or review of the Contract Documents or other information provided or available to Contractor;
- (5) Contractor's failure, refusal, or financial inability to perform the Work within the Contract Time, including insufficient funds to pay its Subcontractors or suppliers;
- (6) performance or non-performance by Contractor's Subcontractors or suppliers;
- (7) the time required to respond to excessive RFIs (see Section 2.5(G));
- (8) delayed submission of required submittals, or the time required for correction and resubmission of defective submittals;
- (9) time required for repair of, re-testing, or re-inspection of defective Work;
- (10) enforcement of Laws by City, or outside agencies with jurisdiction over the Work; or
- (11) City's exercise or enforcement of any of its rights or Contractor's duties pursuant to the Contract Documents, including correction of defective Work, extra inspections or testing due to non-compliance with Contract requirements, safety compliance, environmental compliance, or rejection and return of defective or deficient submittals.

(E) **Compensable Delay.** Pursuant to Public Contract Code § 7102, in addition to entitlement to an extension of Contract Time, Contractor is entitled to compensation for costs incurred due to delay caused solely by City, when that delay is unreasonable under the circumstances involved and not within the contemplation of the parties ("Compensable Delay"). Contractor is not entitled to an extension of Contract Time or recovery of costs for Compensable Delay that is concurrent with Non-Excusable Delay. Delay due to causes that are beyond the control of either City or Contractor, including Weather Delay Days, discovery of Historic or Archeological Items pursuant to Section 7.18, or the actions or inactions of third parties or other agencies, is not Compensable Delay, and will only entitle Contractor to an extension of time commensurate with the time lost due to such delay.

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

(G) **Request for Extension of Contract Time or Recoverable Costs.** A request for an extension of Contract Time or any associated Recoverable Costs must be submitted in writing to City within ten calendar days of the date the delay is first encountered, even if the duration of the delay is not yet known at that time, or any entitlement to the Contract Time extension or to the Recoverable Costs will be deemed waived. In addition to

complying with the requirements of this Article 5, the request must be submitted in compliance with the Change Order request procedures in Article 6 below. Strict compliance with these requirements is necessary to ensure that any delay or consequences of delay may be mitigated as soon as possible, and to facilitate cost-efficient administration of the Project and timely performance of the Work. Any request for an extension of Contract Time or Recoverable Costs that does not strictly comply with all of the requirements of Article 5 and Article 6 will be deemed waived.

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

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

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

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

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

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

(7) *Dispute Resolution.* In the event of a dispute over entitlement to an extension of Contract Time or compensation for Recoverable Costs, Contractor may not stop Work pending resolution of the dispute, but must continue to comply with its duty to diligently prosecute the performance and timely completion of the Work. Contractor's sole recourse for an unresolved dispute

based on City's rejection of a Change Order request for an extension of Contract Time or compensation for Recoverable Costs is to comply with the dispute resolution provisions set forth in Article 12 below.

5.4 Liquidated Damages. It is expressly understood that if Final Completion is not achieved within the Contract Time, City will suffer damages from the delay that are difficult to determine and accurately specify. Pursuant to Public Contract Code § 7203, if Contractor fails to achieve Final Completion within the Contract Time due to Contractor's Non-Excusable Delay, City will charge Contractor in the amount specified in the Contract for each calendar day that Final Completion is delayed beyond the Contract Time, as liquidated damages and not as a penalty. Any waiver of accrued liquidated damages, in whole or in part, is subject to approval of the City Council or its authorized delegee.

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

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

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

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

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

Article 6 - Contract Modification

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

(A) **City-Directed Changes.** City may direct changes in the scope or sequence of Work or the requirements of the Contract Documents, without invalidating the Contract. Such changes may include Extra Work as set forth in subsection (C) below, or deletion or modification of portions of the Work. Contractor must promptly comply with City-directed changes in the Work in accordance with the original Contract Documents, even if Contractor and City have not yet reached agreement as to adjustments to the Contract Price or Contract Time for the change in the Work or for the Extra Work. Contractor is not entitled to extra compensation for cost savings resulting from "value engineering"

pursuant to Public Contract Code § 7101, except to the extent authorized in advance by City in writing, and subject to any applicable procedural requirements for submitting a proposal for value engineering cost savings.

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

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

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

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

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

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

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

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

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

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

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

6.3 Adjustments to Contract Price. The amount of any increase or decrease in the Contract Price will be determined based on one of the following methods listed below, in the order listed with unit pricing taking precedence over the other methods. Markup applies only to City-authorized time and material Work, and does not apply to any other payments to Contractor. For Work items or components that are deleted in their entirety, Contractor will only be entitled to compensation for those direct, actual, and documented costs (including restocking fees), reasonably incurred before Contractor was notified of the City's intent to delete the Work, with no markup for overhead, profit, or other indirect costs.

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

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

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

(1) All direct labor costs provided by the Contractor, excluding superintendence, project management, or administrative costs, plus 15% markup;

(2) All direct material costs provided by the Contractor, including sales tax, plus 15% markup;

(3) All direct plant and equipment rental costs provided by the Contractor, plus 15% markup;

(4) All direct additional subcontract costs plus 10% markup for Work performed by Subcontractors; and

(5) Increased bond or insurance premium costs computed at 1.5% of total of the previous four sums.

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

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

Article 7 - General Construction Provisions

7.1 Permits, Fees, Business License, and Taxes.

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

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

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

(A) **Utilities.** Contractor must install and maintain the power, water, sewer, and all other utilities required for the Project site, including the piping, wiring, internet and wifi connections, and any related equipment necessary to maintain the temporary facilities.

(B) **Removal and Repair.** Contractor must promptly remove all such temporary facilities when they are no longer needed or upon completion of the Work, whichever comes first. Contractor must promptly repair any damage to City's property or to other property caused by the installation, use, or removal of the temporary facilities, and must promptly restore the property to its original or intended condition.

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

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

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

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

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

7.5 Project Site and Nearby Property Protections.

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

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

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

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

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

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

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

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

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

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

7.6 Materials and Equipment.

(A) **General.** Unless otherwise specified, all materials and equipment required for the Work must be new, free from defects, and of the best grade for the intended purpose, and furnished in sufficient quantities to ensure the proper and expeditious performance of the Work. Contractor must employ measures to preserve the specified quality and fitness of the materials and equipment. Unless otherwise specified, all materials and equipment required for the Work are deemed to include all components required for complete installation and intended operation and must be installed in accordance with the manufacturer's recommendations or instructions. Contractor is responsible for all shipping, handling, and storage costs associated with the materials and equipment required for the Work. Contractor is responsible for providing security and protecting the Work and all of the required materials, supplies, tools and equipment at Contractor's sole cost until City has formally accepted the Project as set forth in Section 11.1, Final Completion. Contractor will not assign, sell, mortgage, or hypothecate any materials or equipment for the Project, or remove any materials or equipment that have been installed or delivered.

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

(C) **Intellectual Property Rights.** Contractor must, at its sole expense, obtain any authorization or license required for use of patented or copyright-protected materials, equipment, devices, or processes that are incorporated into the Work. Contractor's indemnity obligations in Article 4 apply 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, or thing (collectively, "item") or service by specific brand or trade name, followed by the words "or

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

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

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

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

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

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

7.8 Testing and Inspection.

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

(B) **Scheduling and Notification.** Contractor must cooperate with City in coordinating the inspections and testing. Contractor must submit samples of materials, at Contractor’s expense, and schedule all tests required by the Contract Documents in time to avoid any delay to the progress of the Work. Contractor must notify the Engineer no later than noon of the Working Day before any inspection or testing and must provide timely notice to the other necessary parties as specified in the Contract Documents. If Contractor schedules an inspection or test beyond regular Work hours, or on a Saturday, Sunday, or recognized City holiday, Contractor must notify the Engineer at least two

Working Days in advance for approval. If approved, Contractor must reimburse City for the cost of the overtime inspection or testing. Such costs, including the City's hourly costs for required personnel, may be deducted from payments otherwise due to Contractor.

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

- (1) Contractor will be responsible for the costs of any subsequent inspections or tests which are required to substantiate compliance with the Contract Documents, and any associated remediation costs.
- (2) Contractor will be responsible for inspection costs, at City's hourly rates, for inspection time lost because the Work is not ready, or Contractor fails to appear for a scheduled inspection.
- (3) If any portion of the Work that is subject to inspection or testing is covered or concealed by Contractor prior to the inspection or testing, Contractor will bear the cost of making that portion of the Work available for the inspection or testing required by the Contract Documents, and any associated repair or remediation costs.
- (4) Contractor is responsible for properly shoring all compaction test sites deeper than five feet below grade, as required under Section 7.15 below.
- (5) Any Work or material that is defective or fails to comply with the requirements of the Contract Documents must be promptly repaired, removed, replaced, or corrected by Contractor, at Contractor's sole expense, even if that Work or material was previously inspected or included in a progress payment.

(D) **Contractor's Obligations.** Contractor is solely responsible for any delay occasioned by remediation of defective or noncompliant Work or material. Inspection or testing of the Work does not in any way relieve Contractor of its obligations to perform the Work as specified. Any Work done without the inspection(s) or testing required by the Contract Documents will be subject to rejection by City.

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

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

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

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

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

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

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

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

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

(E) **Completion.** At the completion of the Work, Contractor must remove from the Project site all of its equipment, tools, surplus materials, waste materials and debris, presenting a clean and neat appearance. Before demobilizing from the Project site, Contractor must ensure that all surfaces are cleaned, sealed, waxed, or finished as applicable, and that all marks, stains, paint splatters, and the like have been properly removed from the completed Work and the surrounding areas. Contractor must ensure that all parts of the construction are properly joined with the previously existing and adjacent improvements and conditions. Contractor must provide all cutting, fitting and patching needed to accomplish that requirement. Contractor must also repair or replace all existing improvements that are damaged or removed during the Work, both on and off the Project site, including curbs, sidewalks, driveways, fences, signs, landscaping, utilities, street surfaces and structures. Repairs and replacements must be at least equal to the previously existing improvements, and the condition, finish and dimensions must match the previously existing improvements. Contractor must restore to original condition all property or items that are not designated for alteration under the Contract Documents and leave each Worksite clean and ready for occupancy or use by City.

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

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

(A) **Submittal Requirements.** All manufacturers' application or installation instructions must be provided to City at least ten days prior to the first such application. The instructions and manuals, along with any required guarantees, must be delivered to City for review.

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

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

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

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

7.12 Existing Utilities.

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

(B) **Unidentified Utilities.** Pursuant to Government Code § 4215, if, during the performance of the Work, Contractor discovers utility facilities not identified by City in the Contract Documents, Contractor must immediately provide written notice to City and the utility. City assumes responsibility for the timely removal, relocation, or protection of existing main or trunkline utility facilities located on the Project site if those utilities are not

identified in the Contract Documents. Contractor will be compensated in accordance with the provisions of the Contract Documents for the costs of locating, repairing damage not due to Contractor's failure to exercise reasonable care, and removing or relocating utility facilities not indicated in the Plans or Specifications with reasonable accuracy, and for equipment on the Project necessarily idled during such work. Contractor will not be assessed liquidated damages for delay in completion of the Work, to the extent the delay was caused by City's failure to provide for removal or relocation of the utility facilities.

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

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

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

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

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

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

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

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

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

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

7.17 Lines and Grades. Contractor is required to use any benchmark provided by the Engineer. Unless otherwise specified in the Contract Documents, Contractor must provide all lines and grades required to execute the Work. Contractor must also provide, preserve, and replace if necessary, all construction stakes required for the Project. All stakes or marks must be set by a California licensed surveyor or a California registered civil engineer. Contractor must notify the Engineer of any discrepancies found between Contractor's staking and grading and information provided by the Contract Documents. Upon completion, all Work must conform to the lines, elevations, and grades shown in the Plans, including any changes directed by a Change Order.

7.18 Historic or Archeological Items.

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

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

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

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

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

- 7.20 Noise Control.** Contractor must comply with all applicable noise control Laws. Noise control requirements apply to all equipment used for the Work or related to the Work, including trucks, transit mixers or transient equipment that may or may not be owned by Contractor.
- 7.21 Mined Materials.** Pursuant to the Surface Mining and Reclamation Act of 1975, Public Resources Code § 2710 et seq., any purchase of mined materials, such as construction aggregate, sand, gravel, crushed stone, road base, fill materials, and any other mineral materials must originate from a surface mining operation included on the AB 3098 List, which may be accessed online at: <https://www.conservation.ca.gov/smgb/Pages/AB-3098-List.aspx>.

Article 8 - Payment

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

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

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

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

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

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

8.3 Adjustment of Payment Application. City may adjust or reject the amount requested in a payment application, including application for Final Payment, in whole or in part, if the amount requested is disputed or unsubstantiated. Contractor will be notified in writing of

the basis for the modification to the amount requested. City may also deduct or withhold from payment otherwise due based upon any of the circumstances and amounts listed below. Sums withheld from payment otherwise due will be released when the basis for that withholding has been remedied and no longer exists.

- (A) For Contractor's unexcused failure to perform the Work as required by the Contract Documents, including correction or completion of punch list items, City may withhold or deduct an amount based on the City's estimated cost to correct or complete the Work.
- (B) For loss or damage caused by Contractor or its Subcontractors arising out of or relating to performance of the Work or any failure to protect the Project site, City may deduct an amount based on the estimated cost to repair or replace.
- (C) For Contractor's failure to pay its Subcontractors and suppliers when payment is due, City may withhold an amount equal to the total of past due payments and may opt to pay that amount separately via joint check pursuant to Section 8.6(B), Joint Checks.
- (D) For Contractor's failure to timely correct rejected, nonconforming, or defective Work, City may withhold or deduct an amount based on the City's estimated cost to correct or complete the Work.
- (E) For any unreleased stop notice, City may withhold 125% of the amount claimed.
- (F) For Contractor's failure to submit any required schedule or schedule update in the manner specified or within the time specified in the Contract Documents, City may withhold an amount equal to five percent of the total amount requested until Contractor complies with its schedule submittal obligations.
- (G) For Contractor's failure to maintain or submit as-built documents in the manner specified or within the time specified in the Contract Documents, City may withhold or deduct an amount based on the City's cost to prepare the as-builts.
- (H) For Work performed without Shop Drawings that have been accepted by City, when accepted Shop Drawings are required before proceeding with the Work, City may deduct an amount based on the estimated cost to correct unsatisfactory Work or diminution in value.
- (I) For fines, payments, or penalties assessed under the Labor Code, City may deduct from payments due to Contractor as required by Laws and as directed by the Division of Labor Standards Enforcement.
- (J) For any other costs or charges that may be withheld or deducted from payments to Contractor, as provided in the Contract Documents, including liquidated damages, City may withhold or deduct such amounts from payment otherwise due to Contractor.

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

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

(A) **Substitution of Securities.** As provided by Public Contract Code § 22300, Contractor may request in writing that it be allowed, at its sole expense, to substitute securities for the retention withheld by City. Any escrow agreement entered into pursuant to this provision must fully comply with Public Contract Code § 22300 and will be subject to approval as to form by City's legal counsel. If City exercises its right to draw upon such securities in the event of default pursuant to section (7) of the statutory Escrow Agreement for Security Deposits in Lieu of Retention, pursuant to subdivision (g) of Public Contract Code § 22300 ("Escrow Agreement"), and if Contractor disputes that it is in default, its sole remedy is to comply with the dispute resolution procedures in Article 12 and the provisions therein. It is agreed that for purposes of this paragraph, an event of default includes City's rights pursuant to these Contract Documents to withhold or deduct sums from retention, including withholding or deduction for liquidated damages, incomplete or defective Work, stop payment notices, or backcharges. It is further agreed that if any individual authorized to give or receive written notice on behalf of a party pursuant to section (10) of the Escrow Agreement are unavailable to give or receive notice on behalf of that party due to separation from employment, retirement, death, or other circumstances, the successor or delegate of the named individual is deemed to be the individual authorized to give or receive notice pursuant to section (10) of the Escrow Agreement.

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

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

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

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

8.7 Final Payment. Contractor's application for Final Payment must comply with the requirements for submitting an application for a progress payment as stated in Section 8.2, above. Corrections to previous progress payments, including adjustments to estimated quantities for unit priced items, may be included in the Final Payment. If

Contractor fails to submit a timely application for Final Payment, City reserves the right to unilaterally process and issue Final Payment without an application from Contractor in order to close out the Project. For the purposes of determining the deadline for Claim submission pursuant to Article 12, the date of Final Payment is deemed to be the date that City acts to release undisputed retention as final payment to Contractor, or otherwise provides written notice to Contractor of Final Payment or that no undisputed funds remain available for Final Payment due to offsetting withholdings or deductions pursuant to Section 8.3, Adjustment of Payment Application. If the amount due from Contractor to City exceeds the amount of Final Payment, City retains the right to recover the balance from Contractor or its sureties.

- 8.8 Release of Claims.** City may, at any time, require that payment of the undisputed portion of any progress payment or Final Payment be contingent upon Contractor furnishing City with a written waiver and release of all claims against City arising from or related to the portion of Work covered by those undisputed amounts subject to the limitations of Public Contract Code § 7100. Any disputed amounts may be specifically excluded from the release.
- 8.9 Warranty of Title.** Contractor warrants that title to all work, materials, or equipment incorporated into the Work and included in a request for payment will pass over to City free of any claims, liens, or encumbrances upon payment to Contractor.

Article 9 - Labor Provisions

- 9.1 Discrimination Prohibited.** Discrimination against any prospective or present employee engaged in the Work on grounds of race, color, ancestry, national origin, ethnicity, religion, sex, sexual orientation, age, disability, or marital status is strictly prohibited. Contractor and its Subcontractors are required to comply with all applicable Laws prohibiting discrimination, including the California Fair Employment and Housing Act (Govt. Code § 12900 et seq.), Government Code § 11135, and Labor Code §§ 1735, 1777.5, 1777.6, and 3077.5.
- 9.2 Labor Code Requirements.**
- (A) **Eight Hour Day.** Pursuant to Labor Code § 1810, eight hours of labor constitute a legal day's work under this Contract.
- (B) **Penalty.** Pursuant to Labor Code § 1813, Contractor will forfeit to City as a penalty, the sum of \$25.00 for each day during which a worker employed by Contractor or any Subcontractor is required or permitted to work more than eight hours in any one calendar day or more than 40 hours per calendar week, except if such workers are paid overtime under Labor Code § 1815.
- (C) **Apprentices.** Contractor is responsible for compliance with the requirements governing employment and payment of apprentices, as set forth in Labor Code § 1777.5, which is fully incorporated by reference.
- (D) **Notices.** Pursuant to Labor Code § 1771.4, Contractor is required to post all job site notices prescribed by Laws.
- 9.3 Prevailing Wages.** Each worker performing Work under this Contract that is covered under Labor Code §§ 1720, 1720.3, or 1720.9, including cleanup at the Project site, must be paid at a rate not less than the prevailing wage as defined in §§ 1771 and 1774 of the Labor Code. The prevailing wage rates are on file with the City and available online at

<http://www.dir.ca.gov/dlsr>. Contractor must post a copy of the applicable prevailing rates at the Project site.

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

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

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

(A) **Contractor and Subcontractor Obligations.** Contractor and each Subcontractor must keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed in connection with the Work. Each payroll record must contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:

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

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

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

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

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

Article 10 - Safety Provisions

10.1 Safety Precautions and Programs. Contractor and its Subcontractors are fully responsible for safety precautions and programs, and for the safety of persons and property in the performance of the Work. Contractor and its Subcontractors must at all

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

(A) **Reporting Requirements.** Contractor must immediately notify the City of any death, serious injury or illness resulting from Work on the Project. Contractor must immediately provide a written report to City of each recordable accident or injury occurring at any Worksite within 24 hours of the occurrence. The written report must include: (1) the name and address of the injured or deceased person; (2) the name and address of each employee of Contractor or of any Subcontractor involved in the incident; (3) a detailed description of the incident, including precise location, time, and names and contact information for known witnesses; and (4) a police or first responder report, if applicable. If Contractor is required to file an accident report with a government agency, Contractor will provide a copy of the report to City.

(B) **Legal Compliance.** Contractor's safety program must comply with the applicable legal and regulatory requirements. Contractor must provide City with copies of all notices required by Laws.

(C) **Contractor's Obligations.** Any damage or loss caused by Contractor arising from the Work which is not insured under property insurance must be promptly remedied by Contractor.

(D) **Remedies.** If City determines, in its sole discretion, that any part of the Work or Project site is unsafe, City may, without assuming responsibility for Contractor's safety program, require Contractor or its Subcontractor to cease performance of the Work or to take corrective measures to City's satisfaction. If Contractor fails to promptly take the required corrective measures, City may perform them and deduct the cost from the Contract Price. Contractor agrees it is not entitled to submit a Claim for damages, for an increase in Contract Price, or for a change in Contract Time based on Contractor's compliance with City's request for corrective measures pursuant to this provision.

10.2 Hazardous Materials. Unless otherwise specified in the Contract Documents, this Contract does not include the removal, handling, or disturbance of any asbestos or other Hazardous Materials. If Contractor encounters materials on the Project site that Contractor reasonably believes to be asbestos or other Hazardous Materials, and the asbestos or other Hazardous Materials have not been rendered harmless, Contractor may continue Work in unaffected areas reasonably believed to be safe, but must immediately cease work on the area affected and report the condition to City. No asbestos, asbestos-containing products or other Hazardous Materials may be used in performance of the Work.

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

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

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

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

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

Article 11 - Completion and Warranty Provisions

11.1 Final Completion.

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

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

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

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

11.2 Warranty.

(A) **General.** Contractor warrants that all materials and equipment will be new unless otherwise specified, of good quality, in conformance with the Contract Documents, and free from defective workmanship and materials. Contractor further warrants that the Work will be free from material defects not intrinsic in the design or materials required in the Contract Documents. Contractor warrants that materials or items incorporated into the Work comply with the requirements and standards in the Contract Documents, including compliance with Laws, and that any Hazardous Materials encountered or used were handled as required by Laws. At City's request, Contractor must furnish satisfactory evidence of the quality and type of materials and equipment furnished. Contractor's warranty does not extend to damage caused by normal wear and tear, or improper use or maintenance.

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

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

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

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

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

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

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

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

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

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

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

Article 12 - Dispute Resolution

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

(A) **Definition.** "Claim" means a separate demand by Contractor, submitted in writing by registered or certified mail with return receipt requested, for a change in the Contract Time, including a time extension or relief from liquidated damages, or a change in the Contract Price, when the demand has previously been submitted to City in accordance with the requirements of the Contract Documents, and which has been rejected or disputed by City, in whole or in part. A Claim may also include that portion of a unilateral Change Order that is disputed by the Contractor.

(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 § 9204 and § 20104 et seq., which are incorporated by reference herein.

(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 a Claim or other dispute, but must continue to diligently prosecute the performance and timely completion of the Work, including the Work pertaining to the Claim or other dispute.

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

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

(A) **Substantiation.** The Claim must be submitted to City in writing, 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 a copy of City’s written rejection that is in dispute. The Claim must clearly identify and describe the dispute, including relevant references to applicable portions of the Contract Documents, and a chronology of relevant events. Any Claim for additional payment must include a complete, itemized breakdown of all known or estimated labor, materials, taxes, insurance, and subcontract, or other costs. Substantiating documentation such as payroll records, receipts, invoices, or the like, must be submitted in support of each component of claimed cost. Any Claim for an extension of time or delay costs must be substantiated with a schedule analysis and narrative depicting and explaining claimed time impacts.

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

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

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

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

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

b. Identify and attach all documents that substantiate the Claim, including relevant provisions of the Contract Documents, RFIs,

calculations, and schedule analysis (see subsection (A), Substantiation, above);

c. A chronology of relevant events; and

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

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

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

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

(C) **Submission Deadlines.**

(1) A Claim disputing rejection of a request for a change in the Contract Time or Contract Price must be submitted within 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. A Claim disputing the terms of a unilateral Change Order must be submitted within 15 days following the date of issuance of the unilateral Change Order. These Claim deadlines apply even if Contractor cannot yet quantify the total amount of any requested change in the Contract Time or Contract Price. If the Contractor cannot quantify those amounts, it must submit an estimate of the amounts claimed pending final determination of the requested remedy by Contractor.

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

(3) A Claim disputing the amount of Final Payment must be submitted within 15 days of the effective date of Final Payment, under Section 8.7, Final Payment.

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

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

supporting the Claim or relating to defenses to the Claim that City may have against the Claim.

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

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

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

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

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

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

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

12.5 Mediation and Government Code Claims.

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

(B) **Government Code Claims.**

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

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

- 12.6 Tort Claims.** This Article does not apply to tort claims and nothing in this Article is intended nor will be construed to change the time periods for filing tort-based Government Code Claims.
- 12.7 Arbitration.** It is expressly agreed, under Code of Civil Procedure § 1296, that in any arbitration to resolve a dispute relating to this Contract, the arbitrator's award must be supported by law and substantial evidence.
- 12.8 Burden of Proof and Limitations.** Contractor bears the burden of proving entitlement to and the amount of any claimed damages. Contractor is not entitled to damages calculated on a total cost basis, but must prove actual damages. Contractor is not entitled to speculative, special, or consequential damages, including home office overhead or any form of overhead not directly incurred at the Project site or any other Worksite; lost profits; loss of productivity; lost opportunity to work on other projects; diminished bonding capacity; increased cost of financing for the Project; extended capital costs; non-availability of labor, material or equipment due to delays; or any other indirect loss arising from the Contract. The Eichleay Formula or similar formula will not be used for any recovery under the Contract. The City will not be directly liable to any Subcontractor or supplier.
- 12.9 Legal Proceedings.** In any legal proceeding that involves enforcement of any requirements of the Contract Documents, the finder of fact will receive detailed instructions on the meaning and operation of the Contract Documents, including conditions, limitations of liability, remedies, claim procedures, and other provisions bearing on the defenses and theories of liability. Detailed findings of fact will be requested to verify enforcement of the Contract Documents. All of the City's remedies under the Contract Documents will be construed as cumulative, and not exclusive, and the City reserves all rights to all remedies available under law or equity as to any dispute arising from or relating to the Contract Documents or performance of the Work.
- 12.10 Other Disputes.** The procedures in this Article 12 will apply to any and all disputes or legal actions, in addition to Claims, arising from or related to this Contract, including disputes regarding suspension or early termination of the Contract, unless and only to the extent that compliance with a procedural requirement is expressly and specifically waived by City. Nothing in this Article is intended to delay suspension or termination under Article 13.

Article 13 - Suspension and Termination

13.1 Suspension for Cause. In addition to all other remedies available to City, if Contractor fails to perform or correct Work in accordance with the Contract Documents, including non-compliance with applicable environmental or health and safety Laws, City may immediately order the Work, or any portion of it, suspended until the circumstances giving rise to the suspension have been eliminated to City's satisfaction.

(A) **Notice of Suspension.** Upon receipt of City's written notice to suspend the Work, in whole or in part, except as otherwise specified in the notice of suspension, Contractor and its Subcontractors must promptly stop Work as specified in the notice of suspension; comply with directions for cleaning and securing the Worksite; and protect the completed and in-progress Work and materials. Contractor is solely responsible for any damages or loss resulting from its failure to adequately secure and protect the Project.

(B) **Resumption of Work.** Upon receipt of the City's written notice to resume the suspended Work, in whole or in part, except as otherwise specified in the notice to resume, Contractor and its Subcontractors must promptly re-mobilize and resume the Work as specified; and within ten days from the date of the notice to resume, Contractor must submit a recovery schedule, prepared in accordance with the Contract Documents, showing how Contractor will complete the Work within the Contract Time.

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

(D) **No Duty to Suspend.** City's right to suspend the Work will not give rise to a duty to suspend the Work, and City's failure to suspend the Work will not constitute a defense to Contractor's failure to comply with the requirements of the Contract Documents.

13.2 Suspension for Convenience. City reserves the right to suspend, delay, or interrupt the performance of the Work in whole or in part, for a period of time determined to be appropriate for City's convenience. Upon notice by City pursuant to this provision, Contractor must immediately suspend, delay, or interrupt the Work and secure the Project site as directed by City except for taking measures to protect completed or in-progress Work as directed in the suspension notice, and subject to the provisions of Section 13.1(A) and (B), above. If Contractor submits a timely request for a Change Order in compliance with Articles 5 and 6, the Contract Price and the Contract Time will be equitably adjusted by Change Order pursuant to the terms of Articles 5 and 6 to reflect the cost and delay impact occasioned by such suspension for convenience, except to the extent that any such impacts were caused by Contractor's failure to comply with the Contract Documents or the terms of the suspension notice or notice to resume. However, the Contract Time will only be extended if the suspension causes or will cause unavoidable delay in Final Completion. If Contractor disputes the terms of a Change Order issued for such equitable adjustment due to suspension for convenience, its sole recourse is to comply with the Claim procedures in Article 12.

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

(A) **Default.** Events giving rise to a declaration of default include Contractor's refusal or failure to supply sufficient skilled workers, proper materials, or equipment to perform the Work within the Contract Time; Contractor's refusal or failure to make prompt payment to its employees, Subcontractors, or suppliers or to correct defective Work or

damage; Contractor's failure to comply with Laws, or orders of any public agency with jurisdiction over the Project; evidence of Contractor's bankruptcy, insolvency, or lack of financial capacity to complete the Work as required within the Contract Time; suspension, revocation, or expiration and nonrenewal of Contractor's license or DIR registration; dissolution, liquidation, reorganization, or other major change in Contractor's organization, ownership, structure, or existence as a business entity; unauthorized assignment of Contractor's rights or duties under the Contract; or any material breach of the Contract requirements.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(D) **Payment Upon Termination.** Upon completion of all termination obligations, as specified herein and in the notice of termination, Contractor will submit its request for Final Payment, including any amounts due following termination pursuant to this Article 13. Payment will be made in accordance with the provisions of Article 8, based on the portion of the Work satisfactorily completed, including the close out requirements, and consistent with the previously submitted schedule of values and unit pricing, including demobilization costs. Adjustments to Final Payment may include deductions for the cost of materials, supplies, or equipment retained by Contractor; payments received for sale of any such materials, supplies, or equipment, less re-stocking fees charged; and as otherwise specified in Section 8.3, Adjustment of Payment Application.

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

Article 14 - Miscellaneous Provisions

- 14.1 Assignment of Unfair Business Practice Claims.** Under Public Contract Code § 7103.5, Contractor and its Subcontractors agree to assign to City all rights, title, and interest in and to all causes of action it may have under section 4 of the Clayton Act (15 U.S.C. § 15) or under the Cartwright Act (Chapter 2 (commencing with § 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the Contract or any subcontract. This assignment will be effective at the time City tenders Final Payment to Contractor, without further acknowledgement by the parties.
- 14.2 Provisions Deemed Inserted.** Every provision of law required to be inserted in the Contract Documents is deemed to be inserted, and the Contract Documents will be construed and enforced as though such provision has been included. If it is discovered that through mistake or otherwise that any required provision was not inserted, or not correctly inserted, the Contract Documents will be deemed amended accordingly.
- 14.3 Waiver.** City's waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of the Contract Documents will not be effective unless it is in writing and signed by City. City's waiver of any breach, failure, right, or remedy will not be deemed a waiver of any other breach, failure, right, or remedy, whether or not similar, nor will any waiver constitute a continuing waiver unless specified in writing by City.

- 14.4 Titles, Headings, and Groupings.** The titles and headings used and the groupings of provisions in the Contract Documents are for convenience only and may not be used in the construction or interpretation of the Contract Documents or relied upon for any other purpose.
- 14.5 Statutory and Regulatory References.** With respect to any amendments to any statutes or regulations referenced in these Contract Documents, the reference is deemed to be the version in effect on the date that bids were due.
- 14.6 Survival.** The provisions that survive termination or expiration of this Contract include Contract Section 11, Notice, and subsections 12.1, 12.2, 12.3, 12.4, 12.5, and 12.6 of Section 12, General Provisions; and the following provisions in these General Conditions: Section 2.2(J), Contractor's Records, Section 2.3(C), Termination, Section 3.7, Ownership, Section 4.2, Indemnity, Article 12, Dispute Resolution, and Section 11.2, Warranty.

END OF GENERAL CONDITIONS

Special Conditions

1. Pre-Construction Conference. City will designate a date and time for a pre-construction conference with Contractor following Contract execution. Project administration procedures and coordination between City and Contractor will be discussed, and Contractor must present City with the following information or documents at the meeting for City's review and acceptance before the Work commences:

- 1.1 Name, 24-hour contact information, and qualifications of the proposed on-site superintendent;
- 1.2 List of all key Project personnel and their complete contact information, including email addresses and telephone numbers during regular hours and after hours;
- 1.3 Staging plans that identify the sequence of the Work, including any phases and alternative sequences or phases, with the goal of minimizing the impacts on residents, businesses and other operations in the Project vicinity;
- 1.4 If required, traffic control plans associated with the staging plans that are signed and stamped by a licensed traffic engineer;
- 1.5 Draft baseline schedule for the Work as required under Section 5.2 of the General Conditions, to be finalized within ten days after City issues the Notice to Proceed;
- 1.6 Breakdown of lump sum bid items, to be used for determining the value of Work completed for future progress payments to Contractor;
- 1.7 Schedule with list of Project submittals that require City review, and list of the proposed material suppliers;
- 1.8 Plan for coordination with affected utility owner(s) and compliance with any related permit requirements;
- 1.9 Videotape and photographs recording the conditions throughout the pre-construction Project site, showing the existing improvements and current condition of the curbs, gutters, sidewalks, signs, landscaping, streetlights, structures near the Project such as building faces, canopies, shades and fences, and any other features within the Project area limits;
- 1.10 If requested by City, Contractor's cash flow projections; and
- 1.11 Any other documents specified in the Special Conditions or Notice of Potential Award.

2. Insurance Requirements. The insurance requirements under Section 4.3 of the General Conditions are modified for this Contract, as set forth below. Except as expressly stated below, all other provisions in Section 4.3 are unchanged and remain in full force and effect.

- 2.1 **Builders Risk Insurance Waived.** The builder's risk insurance policy requirement set forth in subsection 4.3(A)(5) of the General Conditions is hereby waived and does not apply to this Contract.

END OF SPECIAL CONDITIONS

SECTION 01 10 00 – SUMMARY**PART 1 - GENERAL****1.1 SUMMARY**

- A. This section describes the contract and other work, plus project requirements.
- B. Related Sections:
 - 1. Division 00 – General Conditions.

1.2 CONTRACT DESCRIPTION

- A. Contract: Perform Work of Contract under stipulated sum contract with City per Contract Documents.
- B. Responsible Parties: Construction of the Project is governed by the agreement between the City and the Contractor. Statements in the specifications are directed to this contractor, who has overall responsibility for the subcontractors.
- C. Project Manager: The City will provide a Project Manager who will administer the project during the contract.

1.3 WORK UNDER OTHER CONTRACTS

- A. Separate Contracts: The City may award separate contracts for performance of certain construction operations at the site. Those operations will be conducted simultaneously with the work under the Contract. The Contracts are described in Division 00 Article 2 Section 2.4 – Coordination of Work.

1.4 SCHEDULE OF VALUES

- A. Schedule of Values: The Schedule of Values and Bid Schedule are described in Division 00 Article 8 – Payment. Any bid item may be deleted in total or in part prior to or after award of Contract without compensation in any form or adjustment of other bid items or prices, therefore.

1.5 MISCELLANEOUS WORK

- A. Miscellaneous Work Requirements: Coordinating, handling, transporting, and installing items such as field testing of systems; leveling; furnishing, coordinating, and installing sleeves, anchors, and other embedded items; posting of signs; performing traffic routing work; providing operating and maintenance data and instruction of the City Project Manager; performing warranty work as required; and doing incidental and related work to place all systems and structures in operating condition as designed and as required by Federal, State and Local

codes and regulations. Refer to Division 00 – General Conditions for a summary of work requirements.

1.6 OWNER-FURNISHED PRODUCTS

A. Owner's Responsibilities:

1. Arrange for and deliver Owner-reviewed Shop Drawings, Product Data, and Samples to Contractor.
2. Upon delivery, inspect products jointly with Contractor.
3. Submit claims for transportation damage and replace damaged, defective, or deficient items.
4. Arrange for manufacturers' warranties, inspections, and service.

B. Contractor's Responsibilities:

1. Review Owner-reviewed Shop Drawings, Product Data, and Samples.
2. Receive and unload products at Site; inspect for completeness or damage jointly with Owner.
3. Arrange and pay for delivery to Site. Retrieve items from City Corporation Yard or other designated location, as required, and transport to site. Transport salvaged items to City Corporation Yard.
4. Handle, store, install, and finish products.
5. Repair or replace items damaged after receipt.

1.7 WORK SEQUENCE

- ### A. Stages: Construct Work in stages and at times to accommodate City operation requirements during the construction period; coordinate construction schedule and operations with Project Manager.

1.8 COOPERATION OF CONTRACTOR AND COORDINATION WITH OTHER WORK

- ### A. Coordination: Coordinate with City and any City forces, or other contractors and forces, as required by Division 00 Article 2 Section 2.4 – Coordination of Work.

1.9 CONTRACTOR USE OF PREMISES

- ### A. General: During the construction period the Contractor shall have full use of the premises within the “limits of work” for construction operations, including use of the site. The Contractor's use of the premises is limited only by the City's right to perform work or to retain other contractors on portions of the Project.

B. Use of the Site:

1. Driveways and Entrances: Keep driveways and entrances serving the premises clear and available for emergency vehicles at all times.
2. Traffic and Barrier Plan: When the Contractor needs to access portions of roadways and driveways, on and adjacent to the work, Contractor is

required to submit a traffic and barrier plan to the City for their review and approval prior to setting up any traffic control devices.

3. Stored Materials: The Contractor assumes all responsibility for protection and safekeeping of material stored on the premises. Moving stored materials which interfere with the operations of the City or other contractors is the responsibility of the Contractor.
4. Condition of Site: Maintain work areas in a safe condition at all times, remove all graffiti and accumulated rubbish and surplus materials at the end of each work day, and clean and restore the work site at completion of the work to the condition that existed prior to the start of work.

- C. Security of the Contractor's Work Area: The security of the Contractor's work areas and its property, equipment, construction materials, and all other items contained in the Contractor's staging areas or elsewhere on the construction site shall be solely the Contractor's responsibility at all times.

1.10 MAINTENANCE

- A. Contractor's Responsibility: Cost of maintenance of systems and equipment prior to Final Acceptance will be considered as included in prices bid and no direct or additional payment will be made therefore.

1.11 OCCUPANCY REQUIREMENTS

- A. Early Occupancy: Whenever, in the opinion of Project Manager, Work or any part thereof is in a condition suitable for use, and the best interest of City requires such use, City may take beneficial occupancy of and connect to, open for public use, or use the Work or such part thereof. In such case, City will inspect the Work or part thereof, and issue a Certificate of Substantial Completion for that part of Work.
- B. Repairs: Prior to date of Final Acceptance of the Work by City, all necessary repairs or renewals in Work or part thereof so used, not due to ordinary wear and tear, but due to defective materials or workmanship or to operations of Contractor, shall be made at expense of Contractor, as required in Division 00 Article 11 – Completion and Warranty Provisions.
- C. Acceptance: Use by City of Work or part thereof as contemplated by this section shall in no case be construed as constituting acceptance of Work or any part thereof. Such use shall neither relieve Contractor of any responsibilities under Contract, nor act as waiver by City of any of the conditions thereof.
- D. Partial Completion: City may specify in the Contract Documents that portions of the Work, including electrical and mechanical systems or separate structures, shall be substantially completed on milestone dates prior to substantial completion of all of the Work. Contractor shall notify Project Manager in writing when Contractor considers any such part of the Work ready for its intended use

and substantially complete and request Project Manager to issue a Certificate of Substantial Completion for that part of the Work.

PART 2 - PRODUCTS

NOT USED

PART 3 - EXECUTION

NOT USED

END OF SECTION 01 10 00

SECTION 01 22 00

UNIT PRICES

PART 1 – GENERAL

1.01 SUMMARY

- A. This Section specifies procedures and requirements for measurement and payment for unit price items listed on the Bid Form for each unit of Work described herein.
- B. Refer to the Instruction to Bidders and Division 00, General Conditions, and Division 00, Article 8 – Payment for Related Requirements Pertaining to Change Orders, Payments, and Unit Prices.
- C. Prices:
 - 1. In addition to Base Bid, the Bidder shall quote unit prices in appropriate spaces on the Bid Form for each unit of Work as described herein. Change Orders will be based on unit prices quoted on the Bid Form for applicable Work.
 - 2. In event any unit price quoted appears to compare unfavorably with currently established prices for type of Work, the City reserves the right to require the quoted price to be substantiated or adjusted prior to execution of the Contract.
 - 3. Unit prices listed on the Bid Form for the following items shall constitute full and complete compensation for each unit and shall include the cost of temporary and administrative Work, permits, bonds, insurance, sales taxes, overhead, profit, and every other expense, direct or indirect, incident to accomplishment of Work under each item.
 - 4. All Work not specifically set forth in the Proposal as a pay item shall be considered as a subsidiary obligation of the Contractor, and all costs in connection therewith shall be included in prices shown in the Proposal.

PART 2 – PRODUCTS

Not Used

PART 3 – EXECUTION

3.01 MEASUREMENT

- A. Measurement of quantities for payment will be made or determined by the City's Inspector.
 - 1. Volume of any material shall be based on information included with Drawings and additional measurements obtained by the Inspector; by combination of such information; or in a manner which, in the opinion of the Inspector, is best suited to obtain necessary accuracy.
 - 2. In case of unit prices based upon weight measurement, certified weight tickets shall be supplied at the time of delivery of materials.

3. Excess materials delivered to the Site, but not incorporated in the Work, will not be paid for.

3.02 UNIT PRICE ITEMS

- A. Measurement and payment for the items listed in the Bid Schedule shall be in accordance with the Standard Specifications, except as modified hereinafter by these Technical Specifications.
- B. Removal of Rejected and Unauthorized Work: All Work that has been rejected shall be remedied or removed and replaced by the Contractor in an acceptable manner, and no compensation will be allowed for such removal, replacement, or remedial Work.
 1. Any Work done beyond the lines and grades shown on the plans or established by the Engineer, or any extra Work done without written authority, will be considered as unauthorized Work and will not be paid for. Upon order of the Engineer, unauthorized Work shall be remedied, removed, or replaced at the Contractor's expense.
 2. Upon failure of the Contractor to comply promptly with any order of the Engineer made under this Section, the Engineer may cause rejected or unauthorized Work to be remedied, removed, or replaced and to deduct the costs from any moneys due or to become due the Contractor.
- C. Character of Workers: If any subcontractor or person employed by the Contractor shall appear to the Engineer to be incompetent or to act in a disorderly or improper manner, they shall be discharged immediately on the direction of the Engineer, and such person shall not again be employed on the Work.
- D. Final Inspection: When the Work has been completed, the Engineer will make the final inspection.
- E. Removals, Replacements and Relocations: The Contractor shall remove, replace, or relocate existing facilities, including but not limited to, signage, traffic striping, irrigation, and landscaping as necessary to properly install new facilities and as specified within the project Specifications.
 1. The Contractor shall be responsible for the replacement of any and all facilities, including, but not limited to, all traffic stripes, signage, pavement markings, pavement markers, landscaping, irrigation facilities, asphalt concrete, and concrete flatwork damaged during the duration of the project.
 2. Damaged concrete curbs, gutters, sidewalks, and driveways shall be removed as necessary at construction joints and replaced to the lines, grades, and dimensions of the existing improvements and per City of Pittsburg Standard Details and as directed by the Engineer. The cost of replacing existing facilities shall be the Contractor's responsibility. If existing facilities are to be replaced or relocated, they shall be done so in accordance with the applicable City Standards and as directed by the Engineer.
- F. Payment for complying with this Special Provision shall be included in the various other items of Work, and, therefore, no additional compensation will be allowed.
- G. Unit Price Bid Items:
 1. Bid Item 1: Mobilization

- a. Basis of Measurement and Payment: The Contract lump sum price paid for “Mobilization” as set forth in the Bid Schedule will be made in the form of monthly, prorated payments, no part of which will be approved for payment under the Agreement until the initial Progress Schedule has been furnished as specified herein. The scope of the Work included under “Mobilization” shall include, but not be limited to, the following items, the prices of which shall constitute full compensation for all such Work for furnishing all labor, materials, tools, equipment, and incidentals for the following:
- 1) Obtaining and paying for all bonds, insurance, and permits.
 - 2) Moving on to the site of all Contractor’s plant and equipment required for operations per Section 5-1.33, “Equipment,” of the Standard Specifications.
 - 3) Installing temporary facilities as may be required by the Contractor.
 - 4) Developing and installing construction water supply per Section 5-1.2B, “Permits, Licenses, Agreements, and Certifications” of the Standard Specifications as may be required by the Contractor.
 - 5) At Contractor’s option, Contractor may provide and maintain field office trailers Contractor’s own use. No field office trailers will be required for the Engineer.
 - 6) Providing on-site sanitary facilities and potable water facilities as specified per Cal-OSHA as required by Section 7-1.02K(6) “Occupational Safety and Health Standards” of the Standard Specifications.
 - 7) Furnishing, installing, and maintaining all storage buildings or sheds required for temporary storage of products, equipment, or materials that have not yet been installed in the Work. All such storage shall meet manufacturer’s specified storage requirements, and the specific provisions of the specifications, including temperature and humidity control, if recommended by the manufacturer, and for all security.
 - 8) Arranging for and erection of Contractor’s work and storage yard as may be required by the Contractor
 - 9) Posting all OSHA required notices and establishment of safety programs per Cal-OSHA as required by Section 7-1.02K(6) “Occupational Safety and Health Standards” of the Standard Specifications.
 - 10) Contractor shall submit to the Engineer a practicable progress schedule as specified in Section 4-1.06 of these special provisions.
 - 11) Attending project meetings.
 - 12) Maintaining as built plans on a daily basis and providing a marked set of as-built plans at project completion.
 - 13) Final cleanup of the site and demobilization of Contractor’s plant and equipment
- 25% of mobilization item shall not be paid until after final clean up and demobilization has been performed.

Mobilization shall be considered as a non-adjustable contract item. Any contract change orders shall be considered as including full compensation for mobilization.

Mobilization bid price shall not exceed 10 percent of the total bid price for payment purposes.

2. Bid Item 2: Traffic Control System and Construction Area Signs
 - a. Basis of Measurement and Payment: The Contract lump sum price paid for "Traffic Control System and Construction Area Signs" shall constitute full compensation for all necessary procedural work required for the installation of traffic control signs, flaggers, systems, and construction area signage as specified herein. The scope of Work includes, but is not limited to, the following: furnishing all labor, materials, tools, equipment, removing barriers and enclosures, provide and maintain the pedestrian access and circulation that is fully wheelchair accessible and incidentals required for performing all operations required to provide for the safe and convenient movement of public vehicular and pedestrian traffic through and around the construction area, including furnishing, transporting, installing, relocating, maintaining, and removing of all channelizing devices, barricades, flashing arrow signs, temporary signs, temporary striping, and temporary pavement markings.
 - b. Development and submission of Traffic Control plans for approval by the City traffic engineer is incidental to this bid item.
 - c. Measurement for "Traffic Control System and Construction Area Signs" will be made as a percentage of the costs incurred according to the list submitted except that not more than 75% of the bid price shall be paid prior to the final estimate for payment being due, said remaining 25% paid upon completion of cleanup and removal with final payment.
 - d. The adjustment provisions in the State Standard Specifications, Section 4-1.05, "Changes and Extra Work", shall not apply to the item of temporary traffic control system. Any adjustment in compensation for temporary traffic control due to an increase or decrease in the amount of traffic control system required by changes ordered by the Project Manager will be made on the basis of the cost of the increased or decreased temporary traffic control necessary. Such adjustment will be made on a force-account basis as provided in Section 9-1.04, "Force Account", of the State Standard Specifications for increased work.
3. Bid Item 3: Sediment and Erosion Control
 - a. Basis of Measurement and Payment: The Contract lump sum price paid for "Sediment and Erosion Control" shall include full compensation for complying with section 01 57 23 Storm Water Pollution Prevention of these specifications including furnishing all labor, materials, tools, equipment, and incidentals for doing all the work in-volved in developing, preparing, obtaining approval of, revising, amending, and implementing the water pollution control plan (WPCP) and maintaining best management practices (BMP's), and for doing all the work involved in installing, constructing, maintaining, removing, and disposing of water pollution control practices, including non-storm water and waste management and materials pollution water pollution control practices, as specified in plans, the Standard Specifications, and the technical specifications, and as directed by the Engineer.
4. Bid Item 4: Clearing and Grubbing

- a. Basis of Measurement and Payment: The Contract lump sum price paid for "Clearing and Grubbing" shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved to complete the work of clearing, grubbing, demolition, off haul, and disposal of the resulting material in areas to receive grading and the installation of the sidewalk, curb & gutter, and other items necessary as shown on the plans, as specified in the Standard Specifications, Technical Specifications, and as directed by the Engineer and no additional compensation will be allowed therefor.
5. Bid Item 5: Shoring/Trench Safety
 - a. Basis of Measurement and Payment: The Contract lump sum price paid for "Shoring/Trench Safety" shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved to complete the work of shoring and trench safety, and other items necessary as shown on the plans, as specified in the Standard Specifications, Technical Specifications, Cal/OSHA requirements, and as directed by the Engineer and no additional compensation will be allowed therefor.
6. Bid Item 6: Remove Curb and Gutter
 - a. Basis of Measurement and Payment: The unit price per linear foot of "Remove Curb and Gutter" shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved to remove the existing curb and gutter as shown on the plans. This item includes saw cutting and removal of existing concrete curb, gutter, disposal of waste material, trimming and pruning the tree roots, all other incidentals work that associated with this item as shown in the plans, specified in the Standard Specifications, Technical Specifications, and as directed by the Engineer and no additional compensation will be allowed therefor.
7. Bid Item 7: Remove Concrete Flatwork
 - a. Basis of Measurement and Payment: The unit price per square foot of "Remove Concrete Flatwork" shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved to remove the existing concrete as shown on the plans. This item includes saw cutting and removal of existing concrete flatwork, disposal of waste material, protecting in place existing utility valves meters and lines, trimming and pruning the tree roots, and all other incidentals required to construct the concrete sidewalk as shown in the plans, specified in the Standard Specifications, Technical Specifications, and as directed by the Engineer and no additional compensation will be allowed therefor.
8. Bid Item 8: Remove Asphalt Section
 - a. Basis of Measurement and Payment: The unit price per cubic yard of "Remove Asphalt Section" shall include full compensation for furnishing all labor, supervision, materials, tools, equipment and incidentals and for doing all work involved in removing existing asphalt and any necessary surface preparation, sawcut, disposal of waste material, transportation, and all other work as shown on the Plans, as specified in the Standard Plans, Technical Specifications, and as directed by the Engineer and no additional compensation will be allowed therefor.

- b. Asphalt section removal shall be to the existing aggregate base. The existing aggregate base shall be scarified and recompacted to 95% compaction as shown on the plans.
9. Bid Item 9: Remove Fence
 - a. Basis of Measurement and Payment: The unit price per linear foot of " Remove Fence" shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved to remove the existing fence as shown on the plans. This item includes removal of existing fence, disposal of waste material, transportation, and all other incidentals required to remove the existing fence as shown in the plans, specified in the Standard Specifications, Technical Specifications, and as directed by the Engineer and no additional compensation will be allowed therefor.
10. Bid Item 10: Remove (2) 48-Inch RCP
 - a. Basis of Measurement and Payment: The unit price per linear foot of "Remove (2) 48-Inch RCP" shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved to remove the dual 48-inch RCP storm drain line. This item includes disposal of waste material, transportation, and all other incidentals required to remove the existing fence as shown in the plans, specified in the Standard Specifications, Technical Specifications, and as directed by the Engineer and no additional compensation will be allowed therefor.
11. Bid Item 11: Remove Headwall
 - a. Basis of Measurement and Payment: The unit price per each for "Remove Headwall" shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved to remove headwalls. This item includes disposal of waste material, transportation, and all other incidentals required to remove the existing fence as shown in the plans, specified in the Standard Specifications, Technical Specifications, and as directed by the Engineer and no additional compensation will be allowed therefor.
12. Bid Item 12: Remove Tree
 - a. Basis of Measurement and Payment: The unit price per each for "Remove Tree" shall include full compensation for furnishing all labor, supervision, site preparation, transportation, materials, tools, equipment and incidentals and for doing all work involved in removing existing trees, and all other work as shown on the Plans, as specified in the Standard Specifications, Technical Specifications 31 05 13 "Clearing & Grubbing, Excavation, and Earthwork", and as directed by the Engineer and no additional compensation will be allowed therefor.
 - b. Trees that are designated to be removed shall be excavated and removed 30" down to remove the tree trunk, roots, and backfill with fill material and compact as required in the City Specifications.
13. Bid Item 13: Remove Post
 - a. Basis of Measurement and Payment: The unit price per each for "Remove Post" shall include full compensation for furnishing all labor, materials, tools, equipment,

and incidentals and for doing all the work involved to remove a post. This item includes disposal of waste material, transportation, and all other incidentals required to remove the existing post as shown in the plans, specified in the Standard Specifications, Technical Specifications, and as directed by the Engineer and no additional compensation will be allowed therefor.

14. Bid Item 14: Curb and Gutter

- a. Basis of Measurement and Payment: The unit price per liner foot of "Curb and Gutter" shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved to construct new concrete curb and gutter as shown on the plans. This item includes vandalism prevention during concrete curing time, doweling into existing curb and gutter, aggregate base, supplying fill material, stockpiling, scarifying, compacting, valley gutter concrete placement, dowelling, surveying and all other incidental work that is associated with this item as shown in the plans, specified in the Standard Specifications, Technical Specifications, and as directed by the Engineer and no additional compensation will be allowed therefor.

15. Bid Item 15: Concrete Sidewalk

- a. Basis of Measurement and Payment: The unit price per square foot of "Concrete Sidewalk" shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved to construct new concrete sidewalk as shown on the plans. This item includes vandalism prevention during concrete curing time, doweling into existing sidewalk, landscape and irrigation restoration, aggregate base, supplying fill material, stockpiling, scarifying, compacting, surveying and all other incidentals required to construct the concrete sidewalk as shown in the plans, specified in the Standard Specifications, Technical Specifications, and as directed by the Engineer and no additional compensation will be allowed therefor.

16. Bid Item 16: Hot Mixed Asphalt (HMA)

- a. Basis of Measurement and Payment: The unit price per ton of "Hot Mixed Asphalt (HMA)" shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in constructing a HMA overlay. The work includes but is not limited to priming surfaces, tack coating surfaces, furnishing, placing, spreading, compacting, and testing the HMA (Type A per Section 32 12 16 "Asphalt Paving" and of the Technical Specifications) as specified in the project plans and technical specifications.

17. Bid Item 17: Class II Aggregate Base

- a. Basis of Measurement and Payment: The unit price per cubic yard of "Class II Aggregate Base" shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved placing class II aggregate base. The work includes but is not limited to preparing surfaces furnishing, placing, spreading, compacting, and testing the aggregate (Type II per Section 32 11 23 "Aggregate Base Course" and of the Technical Specifications) as specified in the project plans and technical specifications.

18. Bid Item 18: Storm Drainage – 4' x 8' Concrete Box Culvert

- a. Basis of Measurement and Payment: The unit price per linear foot for "Storm Drainage – 4' x 8' Concrete Box Culvert" shall include full compensation for furnishing all labor, supervision, materials, tools, equipment and incidentals and for doing all work involved in constructing new 4' x 8' Concrete Box Culvert. This item includes any necessary trenching, shoring, transportation, sawcut, forming, and all other work as shown on Plans, as specified in the Standard Plans and Specifications, Technical Specifications, Contra Costa County Standard Plans and Specifications, and as directed by the Engineer and no additional compensation will be allowed therefor.
19. Bid Item 19: Storm Drainage – Headwall
 - a. Basis of Measurement and Payment: The unit price per linear foot for " Storm Drainage – Headwall" shall include full compensation for furnishing all labor, supervision, materials, tools, equipment and incidentals and for doing all work involved in constructing new Headwall. This item includes any necessary trenching, shoring, transportation, sawcut, forming, and all other work as shown on Plans, as specified in the Standard Plans and Specifications, Technical Specifications, Contra Costa County Standard Plans and Specifications, and as directed by the Engineer and no additional compensation will be allowed therefor.
 20. Bid Item 20: Caltrans Class II RSP
 - a. Basis of Measurement and Payment: The unit price per cubic yard for "Caltrans Class II RSP" shall include full compensation for furnishing all labor, supervision, materials, tools, equipment and incidentals and for doing all work involved in installing Caltrans Class II Rock Slope Protection. This item includes any necessary transportation, placement of RSP fabric as shown in Caltrans Specifications, placement method B as shown in Caltrans Specifications, and all other work as shown on Plans, as specified in the Standard Plans and Specifications, Technical Specifications, Caltrans, and as directed by the Engineer and no additional compensation will be allowed therefor.
 21. Bid Item 21: Concrete Cap
 - a. Basis of Measurement and Payment: The Contract lump sum price paid for "Concrete Cap" shall include full compensation for furnishing all labor, supervision, materials, tools, equipment and incidentals and for doing all work involved in constructing a concrete cap between the existing water line and the new culvert. The dimensions of the concrete cap will depend on the field verified location of the water line. This item includes locating the existing 12" water line as shown on the plans, any necessary trenching, excavation, shoring, forming, transportation, and all other work as shown on Plans, as specified in the Standard Plans and Specifications, Technical Specifications, and as directed by the Engineer and no additional compensation will be allowed therefor.
 - b. The Contractor shall physically locate the 12" water line within the limits of work, as a first order of work, and provide the city with the results 5 working days before commencing any excavation.
 22. Bid Item 22: Restore Striping
 - a. Basis of Measurement and Payment: The Contract lump sum price paid for "Restore Striping" shall include full compensation for furnishing all labor, supervision,

materials, tools, equipment and incidentals and for doing all work involved in replacing thermoplastic striping and markings including, but not limited to, any necessary surface preparation, cat tracking, layout work, thermoplastic, glass beads, and all other work as shown on the Plans, as specified in the Standard Specifications and these Technical Specifications and as directed by the Engineer and no additional compensation will be allowed therefor. All pavement markings shall be thermoplastic.

b. Striping shall be returned to conditions before construction.

23. Bid Item 23: Install Chain Link Fence with Barbed Wire

a. Basis of Measurement and Payment: The unit price per linear foot for "Install Chain Link Fence with Barbed Wire" shall include full compensation for furnishing all labor, supervision, materials, tools, equipment and incidentals and for doing all work involved in installing a chain link fence with barbed wire as shown on the Plans, as specified in the Standard Plans and Specifications, Technical Specifications, Contra Costa County Standard Plans and Specifications, and as directed by the Engineer and no additional compensation will be allowed therefor.

24. Bid Item 24: Install Barbed Wire Fence

Basis of Measurement and Payment: The unit price per linear foot for "Install Barbed Wire Fence" shall include full compensation for furnishing all labor, supervision, materials, tools, equipment and incidentals and for doing all work involved in installing a barbed wire fence as shown on the Plans, as specified in the Standard Plans and Specifications, Technical Specifications, Contra Costa County Standard Plans and Specifications, and as directed by the Engineer and no additional compensation will be allowed therefor.

25. Bid Item 25: Install Temporary Orange Construction Fence

Basis of Measurement and Payment: The unit price per linear foot for "Install Temporary Orange Construction Fence" shall include full compensation for furnishing all labor, supervision, materials, tools, equipment and incidentals and for doing all work involved in installing a temporary orange construction fence as shown on the Plans, as specified in the Standard Plans and Specifications, Technical Specifications, Contra Costa County Standard Plans and Specifications, and as directed by the Engineer and no additional compensation will be allowed therefor.

3.03 PAYMENT

A. Payment will be made for actual quantity of Work performed at a Contract unit price, as directed and accepted, in accordance with requirements of the General Conditions.

END OF SECTION

SECTION 01 25 00 – SUBSTITUTION PROCEDURES**PART 1 - GENERAL****1.1 SUMMARY**

- A. This Section includes administrative and procedural requirements for handling requests for substitutions made after award of the Contract.
- B. Related Sections:
 - 1. [Notice Inviting Bidders](#)
 - 2. [Instructions to Bidders](#)
 - 3. [Division 00 – General Conditions Article 7.](#)

1.2 DEFINITIONS

- A. Definitions in this Article do not change or modify the meaning of other terms used in the Contract Documents.
- B. Substitutions: Changes in products, materials, equipment, and methods of construction required by the Contract Documents proposed by the Contractor after award of the Contract are considered to be requests for substitutions.
 - 1. Substitutions will not be considered during the Bid process.
 - 2. The following are not considered to be requests for substitution:
 - a. Revisions to the Contract Documents requested by the Owner or Architect/Engineer.
 - b. Specified options of products and construction methods included in the Contract Documents.
 - 3. The following are considered to be requests for substitution:
 - a. Any manufacturer, product, process, or method identified in the Special Conditions, specifications or on the Drawings as either “or equal” or “equal products of another manufacturer when approved in advance by the Architect/Engineer per this Section 01 25 00 – Substitution Procedures”.

1.3 SUBMITTALS

- A. Request for Substitution (RFS) Submittal:
 - 1. Receipt:
 - a. The Architect/Engineer will consider requests for substitution (RFS) if received within thirty-five (35) calendar days after the Notice to Proceed.
 - b. Requests received after thirty-five (35) calendar days after the Notice to Proceed may be considered or rejected at the discretion of the Project Manager and/or Architect/Engineer.

1. Submit three (3) copies of each request for substitution for consideration. Submit requests in the form and according to the procedures required in [Division 00 – General Conditions](#).
2. Identify the product or the fabrication or installation method to be replaced in each request. Include related Special Conditions, Specification Section and Drawing numbers.
3. Provide complete documentation showing compliance with the requirements for substitutions, and the following information, as appropriate:
 - a. Coordination information, including a list of change or modifications needed to other parts of the Work and to construction performed by the Owner and separate contractors that will be necessary to accommodate the proposed substitution.
 - b. A detailed comparison of significant qualities of the proposed substitution with those of the Work specified. Significant qualities may include elements, such as performance, weight, size, durability, operations, maintenance, and visual effect.
 - c. Product Data, including Drawings and descriptions of products and fabrication and installation procedures.
 - d. Samples, where applicable or requested.
 - e. A statement indicating the substitution's effect on the Contractor's Construction Schedule compared to the schedule without the approval of the substitution. Indicate the effect of the proposed substitution on overall Contract Time.
 - f. Cost information, including a proposal of net change, if any, in the Contract Sum.
 - g. The Contractor's certification that the proposed substitution conforms to the requirements in the Contract Documents, in every respect and is appropriate for the applications indicated.
 - h. The Contractor's waiver of rights to additional payment or time that may subsequently become necessary because of the failure of the substitution to perform adequately.
4. Architect/Engineer Action: If necessary, the Architect/Engineer will request additional information or documentation for evaluation within fourteen (14) calendar days of receipt of a request for substitution. The Project Manager will route to the Contractor, the Architect/Engineer's acceptance or rejection of the substitution within fourteen (14) days of the receipt of the request, or receipt of addition information or documentation.

PART 2 - PRODUCTS

2.1 SUBSTITUTIONS

- A. Conditions: The Architect/Engineer will receive and consider the Contractor's request for substitution when one or more of the following conditions are satisfied, as determined by the Architect/Engineer. If the following conditions are not

satisfied, the Architect/Engineer will return the requests without action except to record non-compliance with these requirements:

1. Extensive revisions to the Contract Documents are not required.
 2. Proposed changes are in keeping with the general intent of the Contract Documents.
 3. The request is timely, fully documented, and properly submitted.
 4. The request is directly related to an “or-equal” clause or similar language in the Contract Documents.
 5. The requested substitution offers the Owner a substantial advantage, in cost, time, energy conservation, maintainability, or other considerations, after deducting additional responsibilities the Owner must assume. The Owner’s additional responsibilities may include compensation to the Architect/Engineer for redesign and evaluation services, compensation to the Project Manager for additional management and coordination, increased cost of other construction by the Owner, and similar considerations.
 6. The specified product or method of construction cannot be provided in a manner that is compatible with other materials and where the Contractor certifies that the substitution will overcome the incompatibility.
 7. The specified product or method of construction cannot be coordinated with other materials and where the Contractor certifies that the proposed substitution can be coordinated.
 8. The specified product or method of construction cannot provide a warranty required by the Contract Documents and where the Contractor certifies that the proposed substitution provides the required warranty.
- B. The Contractor’s submittal and the Architect/Engineer acceptance of Shop Drawings, Product Data, or Samples for construction activities not complying with the Contract Documents do not constitute an acceptable or valid request for substitution, nor do they constitute approval.

PART 3 - EXECUTION

NOT USED

END OF SECTION 01 25 00

SECTION 01 26 00 – CONTRACT MODIFICATION PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

- A. This section describes general procedural requirements for alterations, modifications and extras.
- B. Related Sections:
 - 1. [Division 00 General Conditions, Articles 5, 6, and 8](#)
 - 2. [Section 01 29 00 – Payment Procedures](#)

1.2 GENERAL

- A. Any change in scope of work or deviation from Drawings, Special Conditions, or Specifications shall be accomplished only when authorized in writing by Project Manager.
- B. Changes in scope of Work or deviation from Drawings, Special Conditions, or Specifications may be initiated only by Contractor or Project Manager.
 - 1. Contractor may initiate changes by submitting Requests for Interpretation (RFI), Requests for Substitution (RFS), Notice of Concealed or Unknown Conditions, or Notice of Hazardous Waste Conditions.
 - a. RFIs shall be submitted to seek clarification of Contract Documents in accordance with [Section 01 26 13 – Requests for Interpretation](#).
 - b. RFSs shall be submitted in accordance with [Section 01 25 00 – Substitution Procedures](#) to request substitution of materials or methods of execution.
 - c. Notices of Concealed or Unknown Conditions shall be submitted in accordance with [Division 00 - General Conditions](#).
 - d. Notices of Hazardous Waste Conditions shall be submitted in accordance with [Division 00 - General Conditions](#).
 - 2. Contractor shall be responsible for its costs to implement and administer RFIs and RFSs throughout the Contract duration. Regardless of the number of RFIs submitted, Contractor will not be entitled to additional compensation. Contractor shall be responsible for both City's and Architect/Engineer's administrative costs for answering its RFIs where the answer could reasonably be found by reviewing the Contract Documents, as determined by City; such costs will be deducted from progress payments.
 - 3. The City may initiate changes by issuing a Supplemental Instruction.
 - 4. Project Manager may initiate changes in the Work or Contract Time by issuing Requests for Proposal (RFP) to Contractor. Such RFPs will detail all proposed changes in the Work and request a quotation of changes in Contract Sum and Contract Time from Contractor.

1.3 PROCEDURE

- A. Contractor shall submit RFI to Project Manager in accordance with [Section 01 26 13 – Requests for Interpretation](#). Contractor shall reference each RFI to an activity of Progress Schedule and shall note time criticality of the RFI.
1. If Contractor is satisfied with the Clarification and does not request change in Contract Sum or Contract Time, then the Clarification shall be considered executed without a change.
 2. If Contractor believes that the Clarification results in change in Contract Sum or Contract Time, Contractor shall notify Project Manager who may then deny request for change or issue RFP.
- B. Contractor shall submit RFS to Project Manager who may then approve or deny request. If denied, Project Manager shall set forth in writing reasons for the denial. Contractor may revise and resubmit submittal with a rebuttal based on Section 3400 Public Contract Code CA. The RFS should set forth:
1. Reason for substitution
 2. Any deviations from Special Conditions or specifications
 3. Cost increase or decrease
 4. Any necessary revisions to drawings/related work
 5. Schedule impacts.
- C. Contractor shall submit Notices of Concealed or Unknown Conditions to resolve unanticipated conditions incurred in the execution of the Work. Procedures in [Division 00 - General Conditions](#) shall be followed. If Project Manager determines that a change in Contract Sum or Contract Time is justified, Project Manager shall issue RFP.
- D. Contractor shall submit Notices of Hazardous Waste Conditions to resolve problems regarding hazardous materials encountered in the execution of the Work. Procedures in [Division 00 - General Conditions](#) shall be followed. If Project Manager determines that a change in Contract Sum or Contract Time is justified, Project Manager shall issue RFP.
- E. Project Manager may issue Supplemental Instruction from the Architect/Engineer to Contractor. Contractor shall not proceed with Supplemental Instruction until Project Manager approves it in writing.
1. If Contractor is satisfied with Supplemental Instruction and does not request change in Contract Sum or Contract Time, then Supplemental Instruction shall be executed without a Change Order.
 2. If Contractor believes that Supplemental Instruction results in change in Contract Sum or Contract Time, Contractor shall notify Project Manager. Project Manager may then deny request for change, cancel Supplemental Instruction or issue RFP.
- F. If Project Manager issues to Contractor an RFP, then Contractor shall respond to the RFP within fifteen (15) working days by furnishing a complete breakdown of

costs of credits, deducts, extra costs or cost savings, resulting from the change in the Work. Contractor shall itemize materials, labor, taxes, overhead and profit. Subcontract work shall be so indicated.

- G. Upon approval of RFP, Project Manager will issue a Change Order directing Contractor to proceed with extra work. If the parties do not agree on the price for an RFP, the Project Manager may decide the issue per [Division 00 - General Conditions](#).
- H. Payment shall be made as follows:
 - 1. Change Orders which increase or decrease the Contract Sum or Contract Time shall be included by Contract Modification Form, signed by Project Manager, accepted by Contractor.
 - 2. Payment shall be made for Change Order work along with other work in progress payment following completion of Change Order work. Partial completion of Change Order work shall be paid for that part completed during the period covered by the monthly payment request.

1.4 COST DETERMINATION

- A. Total cost of extra work or of work omitted shall be the sum of labor cost (hourly rate plus employer paid benefits, taxes, insurance, etc.), material costs, equipment rental costs and specialist costs as defined herein plus overhead and profit as allowed herein. This limit applies in all cases of claims for extra work, whether calculating Change Orders, RFPs, or calculating claims of all types, and applies even in the event of fault, negligence, strict liability, or tort claims of all kinds, including strict liability or negligence. No other costs arising out of or connected with the performance of extra work, of any nature, may be recovered by Contractor. No special, incidental or consequential damages may be claimed or recovered against City, their officers, agents, employees, and consultants (including, but not limited to Architect/Engineer or Construction Manager), whether arising from breach of contract, negligence or strict liability, unless specifically authorized in the Contract Documents.
- B. Overhead and Profit:
 - 1. "Overhead and Profit" may also be referred to as "Markup".
 - 2. Overhead shall be defined in Paragraph 1.8 below.
 - 3. Overhead and profit on labor for extra work shall be thirty-five percent (35%).
 - 4. Overhead and profit on materials shall be fifteen percent (15%).
 - 5. Overhead and profit on equipment rental for extra work shall be fifteen percent (15%).
 - 6. When extra work is performed by a first tier subcontractor, Contractor shall receive a ten percent (10%) markup on subcontractors' total costs of extra work.
- C. Taxes:
 - 1. Contra Costa County Sales Tax shall be included.

2. Federal and Excise Tax shall not be included.

D. Owner Operated Equipment:

1. When owner-operated equipment is used to perform extra work, Contractor will be paid for equipment and operator as follows:
 - a. Payment for equipment will be made in accordance with Paragraph 1.5.C below.
 - b. Payment for cost of labor will be made at no more than rates of such labor established by collective bargaining agreements for type of worker and location of work, whether or not owner-operator is actually covered by such an agreement.

1.5 COST BREAKDOWN

A. Labor: Contractor will be paid cost of labor for workers (including forepersons when authorized by Project Manager) used in actual and direct performance of extra work. Labor rate, whether employer is Contractor, subcontractor or other forces, will be sum of following:

1. Actual Wages: Actual wages paid shall include any employer payments to or on behalf of workers for health and welfare, pension, vacation and similar purposes.
2. Labor Surcharge: Payments imposed by City, County, State and Federal laws and ordinances, and other payments made to, or on behalf of, workers, other than actual wages as defined in subparagraph 1 above, such as taxes and insurances. Labor surcharge shall be as set forth in California Department of Transportation official labor surcharges schedule which is in effect on date upon which extra work is accomplished and which schedule is incorporated herein by reference, as though fully set forth herein.

B. Material: Only materials furnished by Contractor and necessarily used in performance of extra work will be paid for. Cost of such materials will be cost, including sales tax, to purchaser (Contractor, subcontractor or other forces) from supplier thereof, except as the following are applicable:

1. If cash or trade discount by actual supplier is offered or available to purchaser, it shall be credited to City notwithstanding the fact that such discount may not have been taken.
2. For materials salvaged upon completion of extra work, salvage value of materials shall be deducted from cost, less discount, of materials.
3. If cost of a material is, in opinion of Project Manager, excessive, then cost of material shall be deemed to be lowest current wholesale price at which material is available in quantities concerned delivered to Site, less any discounts as provided in subparagraph 1 above.

C. Equipment Rental:

1. For Contractor- or subcontractor-owned equipment, payment will be made at rental rates listed for equipment in California Department of Transportation official equipment rental rate schedule which is in effect on date upon which

extra work is accomplished and which schedule is incorporated herein by reference as though fully set forth herein. For rented equipment, payment will be made based on actual rental invoices. Equipment used on extra work shall be of proper size and type. If, however, equipment of unwarranted size or type and cost is used, cost of use of equipment shall be calculated at rental rate for equipment of proper size and type. Rental rates paid shall be deemed to cover cost of fuel, oil, lubrication, supplies, small tools, necessary attachments, repairs and maintenance of any kind, depreciation, storage, insurance, and all incidentals. Unless otherwise specified, manufacturer's ratings, and manufacturer-approved modifications, shall be used to classify equipment for determination of applicable rental rates. Individual pieces of equipment or tools not listed in said publication and having a replacement value of five hundred dollars (\$500) or less, whether or not consumed by use, shall be considered to be small tools and no payment will be made therefore as payment is included in payment for labor. Rental time will not be allowed while equipment is inoperative due to breakdowns.

2. For equipment on Site, rental time to be paid for equipment shall be time equipment is in operation on extra work being performed or on standby as approved by Project Manager. The following shall be used in computing rental time of equipment:
 - a. When hourly rates are listed, less than thirty (30) minutes of operation shall be considered to be one-half (1/2) hour of operation.
 - b. When daily rates are listed, less than four (4) hours of operation shall be considered to be one-half (1/2) day of operation.
3. For equipment which must be brought to Site to be used exclusively on extra work, cost of transporting equipment to Site and its return to its original location shall be determined as follows:
 - a. City will pay for costs of loading and unloading equipment.
 - b. Cost of transporting equipment in low bed trailers shall not exceed hourly rates charged by established haulers.
 - c. Cost of transporting equipment shall not exceed applicable minimum established rates of California Public Utilities Commission.
 - d. Payment for transporting, and loading and unloading equipment as above provided will not be made if equipment is used on Work in any other way than upon extra work.
4. Rental period shall begin at time equipment is unloaded at Site of extra work and terminate at end of day on which City's Project Manager directs Contractor to discontinue use of equipment. Excluding Saturdays, Sundays, and legal holidays, unless equipment is used to perform extra work on such days, rental time to be paid shall be four (4) hours for zero (0) hours of operation, six (6) hours for four (4) hours of operation and eight (8) hours for eight (8) hours of operation, time being prorated between these parameters. Hours to be paid for equipment which is operated less than eight (8) hours due to breakdowns, shall not exceed eight (8) less number of hours equipment is inoperative due to breakdowns.

D. Work Performed by Special Forces or Other Special Services:

1. When the City's Project Manager and Contractor, by agreement, determine that special service or item of extra work cannot be performed by forces of Contractor or those of any subcontractors, service or extra work item may be performed by specialist. Invoices for service or item of extra work on basis of current market price thereof may be accepted without complete itemization of labor, material, and equipment rental costs when it is impracticable and not in accordance with established practice of special service industry to provide complete itemization. In those instances, wherein Contractor is required to perform extra work necessitating a fabrication or machining process in a fabrication or machine shop facility away from Site, charges for that portion of extra work performed in such facility may, by agreement, be accepted as a specialist billing. The City's Project Manager must be notified in advance of all off-site work. To specialist invoice price, less credit to City for any cash or trade discount offered or available, whether or not such discount may have been taken, will be added 15 percent (15%) in lieu of overhead and profit provided in Paragraph 1.4.B.

1.6 FORCE-ACCOUNT

- A. City may, at any time, require Contractor to perform Work on a Force Account (time and materials, cost not to exceed) basis. When Contractor performs Force Account Work, the labor, materials and equipment used in performing such Force Account Work shall be subject to City's approval.
- B. Whenever any Force-Account work is in progress, definite price for which has not been agreed on in advance, Contractor shall report to the City's Project Manager each day in writing in detail amount and cost of labor and material used, and any other expense incurred in Force-Account work on preceding work day as required herein. No claim for compensation for Force-Account work will be allowed unless report shall have been made. City may authorize Force Account Work with specific limits on price, which Contractor shall perform up to such limit.
- C. Force Account work shall be paid as extra work under this [Section 01 26 00 – Contract Modification Procedures](#). Above described methods of determining payment for work and materials shall not apply to performance of work or furnishings of material which, in judgment of the City's Project Manager, may properly be classified under items for which prices are established in Contract.

1.7 CITY FURNISHED MATERIALS

- A. City reserves right to furnish materials as it deems advisable, and Contractor shall have no claims for costs and overhead and profit on such materials.

1.8 OVERHEAD DEFINED

- A. The following constitutes charges that are deemed included in overhead for all contract modifications, including Force-Account work for the entire Contract Time:

1. Drawings: Field drawings, shop drawings, etc. including submissions of drawings
2. Routine field inspection of work proposed
3. General superintendence
4. General administration and preparation of change orders
5. Computer services
6. Reproduction services
7. Salaries of project engineer, project manager, superintendent, timekeeper, storekeeper and secretaries
8. Janitorial services
9. Temporary on-site facilities
10. Offices
11. Telephones
12. Plumbing
13. Electrical: Power, lighting
14. Platforms
15. Fencing, etc.
16. Home office expenses.
17. Insurance and Bond premiums.
18. Procurement and use of vehicles and fuel used coincidentally in base bid work.
19. Surveying
20. Estimating
21. Protection of work
22. Final cleanup
23. Other incidental work
24. Labor liability insurance

1.9 RECORDS AND CERTIFICATION

- A. Force-Account (cost reimbursement) charges shall be recorded daily upon Cost Breakdown for Contract Modification Form obtained from Inspector. Contractor or authorized representative shall complete and sign form. Inspector shall sign form for approval. Contract Modification Form shall provide names and classifications of workers and hours worked by each, itemize materials used, and also list size type and identification number of equipment, and hours operated, and shall indicate work done by specialists.
- B. No payment for Force-Account work shall be made until Contractor submits original invoices substantiating materials and specialist charges.
- C. City shall have the right to audit all records in possession of Contractor relating to activities covered by Contractor's claims for modification of Contract, including Force-Account work, as set forth in [Division 00 - General Conditions](#).
- D. Further, City shall have right to audit, inspect, or copy all records maintained in connection with this Contract, including financial records, in possession of

Contractor relating to any transaction or activity occurring or arising out of, or by virtue of, Contract. If Contractor is a joint venture, right of City shall apply collaterally to same extent to records of joint venture sponsor, and of each individual joint venture member.

PART 2 - PRODUCTS

NOT USED

PART 3 - EXECUTION

NOT USED

END OF SECTION 01 26 00

DAILY EXTRA WORK REPORT

COST BREAKDOWN FORM FOR CONTRACT MODIFICATION
SHEET 1 OF 3

One separate form shall be used by Contractor, each first tier subcontractor and each lower tier subcontractor. One form for each shall be used for each change order. One form for each, for each day shall be used for Force-Account work.

CHANGE ORDER NUMBER: _____ DATE: _____

CHANGE ORDER DESCRIPTION: _____

CONTRACTOR: _____

LABOR				
NAME	CLASSIFICATION	HOURS	RATE	TOTAL
TOTAL LABOR COSTS (Enter here and on Line 1 of Sheet 3)				

COST BREAKDOWN FORM FOR CONTRACT MODIFICATION
SHEET 2 OF 3

MATERIALS	
DESCRIPTION	COST
TOTAL MATERIAL COSTS (Enter here and on Line 4 of Sheet 3)	

EQUIPMENT RENTAL				
SIZE AND TYPE	I.D. #	HOURS	RATE	TOTAL
TOTAL EQUIPMENT RENTAL COSTS (Enter here and on Line 8)				

SPECIALIST	
DESCRIPTION	COST
TOTAL SPECIALIST COSTS (Enter here and on Line 11)	

COST BREAKDOWN FORM FOR CONTRACT MODIFICATION
SHEET 3 OF 3

TOTAL COSTS		
1. TOTAL LABOR COSTS		
2. 10 % of Line 1		
3. ADD Lines 1 and 2		
4. TOTAL MATERIAL COSTS		
5. 10 % of Line 4		
6. 8.25 % of line 4		
7. ADD Lines 4, 5 and 6		
8. TOTAL EQUIPMENT RENTAL COSTS		
9. 10 % of Line 8		
10. ADD Lines 8 and 9		
11. TOTAL SPECIALIST COSTS		
12. 10 % of Line 11		
13. ADD Lines 11 and 12		
14. TOTAL COST OF EXTRA WORK (ADD Lines 3, 7, 10 and 13)		

CONTRACTOR OR AUTHORIZED REPRESENTATIVE: _____

APPROVED BY INSPECTOR: _____

SECTION 01 26 13 – REQUESTS FOR INTERPRETATION**PART 1 - GENERAL**

1.1 SUMMARY

- A. This section describes procedural requirements for requests for interpretation, information, and/or clarification.
- B. Related Sections:
 - 1. [Division 00 – General Conditions](#)
 - 2. [Section 01 26 00 – Contract Modification Procedures](#)

1.2 GENERAL

- A. Description: Submit RFI to the Project Manager promptly upon identification of need, and in reasonable time so as not to affect the progress of the Work.
- B. Submission Procedures:
 - 1. Pre-submission Review: Before submitting request to the Project Manager, conduct a review to determine that the information requested, including items submitted by subcontractors or suppliers, is not shown in the Contract Documents.
 - 2. Category of Request: Submit requests for interpretation when one or more of the following conditions occur.
 - a. Need for Clarification: When information shown or indicated in the Contract Documents is unclear in its intent.
 - b. Unforeseen Condition: Discovery of unforeseen condition or circumstance that is not shown or indicated in the Contract Documents.
 - c. Conflict Within Documents: Discovery of an apparent inconsistency, conflict, or discrepancy between different portions of the Contract Documents, where the intent cannot be reasonably inferred from information shown or indicated.
 - d. Omission: Discovery of what appears to be an omission in the Contract Documents, where the intent cannot be reasonably inferred from information shown or indicated.
 - e. Coordination Problem: Discovery of unforeseen condition in coordinating placement of work that is specifically related to the Contract Documents.
 - 3. Unacceptable Requests:
 - a. General: Do not submit RFIs for confirmation of any action already taken by the Contractor. Requests will not be accepted that imply confirmation of any unauthorized change to the Work.

- b. **Untimely Submission:** An RFI that is submitted in a belated manner without proper coordination and scheduling of the Work of related subcontractors will not be reviewed and will be returned to the Contractor.
 - c. **Submittal:** An RFI that is included as part of a submittal will not be processed; see [Section 01 33 00 – Submittal Procedures](#).
 - d. **Substitution:** An RFI that is a request for substitution will not be processed; see [Section 01 25 00 – Substitution Procedures](#).
 - e. **Exclusionary Submission:** A request that implies that specific portions of the work are assumed to be excluded or considering a separate portion of the Contract Documents in part rather than as a whole will not be processed.
- C. **Log:** Prepare and maintain the official log of RFIs. Review status of log at each job progress meeting.

PART 2 - PRODUCTS

A. SUBMISSION REQUIREMENTS:

1. **Request for Interpretation (RFI) Form:**
 - a. **General:** Provide a completed and legible PDF of an RFI form that includes the following required information.
 - b. **RFI Number:** Identify RFIs sequentially starting from number one (1); number re-submissions with same number as original and add letter designation A, B, C, etc., in order submitted, until resolution is achieved.
 - c. **PDF Name:** Include RFI number and reference to name of project in file name; if space allows include brief description of subject in RFI file name.
 - d. **Contractor:** Provide company name and mailing address with signature of contact person responsible for work on the subject project, certifying to review of RFI.
 - e. **Subcontractor and/or Supplier** Provide company name, mailing address, telephone number and name and email of contact person responsible for work on the subject project.
 - f. **RFI Description:**
 - 1) **General:** Describe subject of RFI completely.
 - 2) **Drawing References:** Identify specific drawing number and/or detail number or note under consideration.
 - 3) **Specifications References:** Identify specification section number and paragraph number under consideration.
 - 4) **Attachments:** Identify as required, to support description.
 - 5) **Contractor's Proposed Resolution:**
 - a) **General:** Describe suggested resolution; support with attachments as required.

- b) Cost Impact: Indicate impact on costs; explain Contractor's original basis for bid and, based on the current request, reason that additional costs should be considered.
- c) Time Impact: Indicate effect on schedule; explain Contractor's original basis for bid and, based on the current request, why a time extension should be considered.

PART 3 - EXECUTION

A. PROJECT MANAGER'S RESPONSE:

- 1. General: Project Manager will respond on the RFI Form and include attachments, as referenced. Verbal responses to such requests are to be considered informational; official written response will only be given on annotated PDF of original RFI Form.
- 2. Project Manager's Review:
 - a. General: Allow ten (10) working days after receipt. If more than ten (10) requests are received within one (1) calendar week, the Project Manager will specifically schedule and extend response time as required to accomplish the reviews.
 - b. Prioritization: If more than five (5) requests have been received by the Project Manager, the Contractor shall identify the order of requests most critical to the schedule of the Project.

B. DISTRIBUTION:

- 1. General: Submit PDF of original, signed copy. PDF with the official response will be returned to the Contractor.
- 2. Consultants: The Project Manager will distribute copies of requests for information to project consultants, as required for their participation. Direct communication and response between project consultants and Contractor will be considered informational only.
- 3. Response: The Contractor will make and distribute copies of the official response to subcontractors and suppliers, as required.

END OF SECTION 01 26 13

SECTION 01 29 00 – PAYMENT PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

- A. This section describes the procedures for preparation and submittal of Progress Payment Requests.
- B. Related Sections:
 - 1. [Division 00 – General Conditions](#)
 - 2. [Section 01 32 16 - Construction Progress Schedule](#)

1.2 REFERENCES

- A. California Public Contract Code

1.3 SCOPE OF WORK

- A. Payment for the various items of the Schedule of Bid Prices, as further specified herein, shall include all compensation to be received by the Contractor for furnishing all tools, equipment, supplies, and manufactured products, and for all labor, operations, overhead and profit, applicable taxes, and incidentals appurtenant to the items of Work being described, as necessary to complete the various items of work as specified and as shown on the Drawings. No separate payment will be made for any item that is not specifically set forth in the Schedule of Bid Prices, and all costs therefore shall be included in the prices named in the Schedule of Bid Prices for the various appurtenant items of Work.
- B. Contract Prices shall be deemed to include all bonds and insurance, all appurtenances necessary to complete the required Work, including all costs for compliance with the regulations of the public agencies having jurisdiction, including Health and Safety Requirements of the California Division of Industrial Safety and the Occupational Safety and Health Administration of the U.S. Department of Labor (OSHA), and including all costs for loss or damage arising from the Work, or from action of the elements, for any unforeseen difficulties which may be encountered, and for all risks of every description connected with the prosecution of the Work until Project Completion, also for all expenses incurred in consequence of the suspension or discontinuance of the Work as provided in the Contract. Unless the Contract Documents expressly provide otherwise, the Contract Sum shall be deemed to include:
 - 1. Any and all costs arising from any unforeseen difficulties which may be encountered during, and all risks of any description connected with, prosecution of Work until acceptance by City;

2. All expenses incurred due to suspension, or discontinuance of Work as provided in Contract;
 3. Escalation to allow for cost increases between time of Contract Award and completion of Work.
- C. Whenever it is specified herein that Contractor is to do work or furnish materials of any class for which no price is fixed in the Contract, it shall be understood that Contractor is to do such work or furnish such materials without extra charge or allowance or direct payment of any sort, and that cost of doing work or furnishing materials is to be included in price bid, unless it is expressly specified herein, in particular cases, that work or material is to be paid for as extra work.
- D. Neither the payment of any estimate nor of any retained percentages shall relieve Contractor of its obligation to make good all defective work or material.

1.4 DETERMINATION OF QUANTITIES

- A. Quantity of work to be paid for under any item for which a unit price is fixed in Contract shall be number, as determined by Project Manager, of units of work satisfactorily completed in accordance with Drawings, Technical Specifications, and Specifications and as directed pursuant to Drawings, Technical Specifications, and Specifications. Unless otherwise provided, determination of number of units of work so completed will be based, so far as practicable, on actual measurement or count within prescribed or ordered limits, and no payment will be made for work done outside of limits. Measurements and computations will be made by methods as City's Project Manager may consider appropriate for class of work measured.

1.5 BASIS OF PAYMENT

- A. Unit Pay Quantities: When estimated quantity for specific portions of Work is listed in Bid Form, quantity of work to be paid for shall be actual number of units satisfactorily completed in accordance with Drawings, Technical Specifications, and Specifications.
- B. Lump Sum: When estimated quantity for specific portion of Work is not indicated and unit is designated as Lump Sum, payment will be on a Lump Sum basis for Work satisfactorily completed in accordance with Drawings, Technical Specifications, and Specifications.
- C. City does not expressly, or by implication, agree, warrant, or represent in any manner, that actual amount of Work will correspond with amount shown or estimated and reserves right to increase or decrease amount of any class or portion of Work, to leave out entire Bid Item or Items, or to add work not included in Bid, when in its judgment such change is in best interest of City. No change in Work shall be considered waiver of any other condition of Contract. No claim shall be made for anticipated profit, for loss of profit, for damages, or for extra payment whatever, except as otherwise expressly provided for in Contract Documents,

because of any differences between amount of work actually done and estimated amount as set forth herein, or for elimination of extra Bid Items.

- D. Monthly payment requests shall be based upon information developed at monthly Application for Payment meetings and shall be prepared by Contractor. The approved Schedule of Values will be the basis for Contractor's payment requests.
1. No partial progress payment shall be made to Contractor until all cost information requested by the City is submitted and reviewed.
 2. The following information shall also be submitted with and as part of the Contractor's progress payment application; all information, noted below, will cover the same period of the progress payment application.
 - a. Progress Schedule: Submittal of one (1) copy of the progress schedule updated to include the progress achieved as of the date of the Application for Payment in accordance with this Section.
 - 1) Contractor shall, at the time any payment request is submitted, certify in writing the accuracy of the payment request and that Contractor has fulfilled all scheduling requirements of [Division 00 – General Conditions](#) and [Section 01 32 16 - Construction Progress Schedule](#), including updates and revisions. The certification shall be executed by a responsible officer of the Contractor.
 - b. Project Record Drawings: Submit project record drawings with each progress payment application for the City's Project Manager's review. The drawings shall be returned to the Contractor within fourteen (14) calendar days of submittal.
 - c. Certified Payroll: Certified payroll for all Contractor and subcontractor staffing pursuant to Section 1776 of the California Labor Code and including all subcontractors, suppliers, or creditors for all labor and materials incorporated into the work.
 - d. Lien Releases: Conditional or Unconditional lien release for the requested payment. Unconditional lien release for the previous payment.
 3. No progress payment will be processed prior to Project Manager receiving all requested information.
- E. The City will not be liable for costs arising from the delay in making progress payments.

1.6 PROGRESS PAYMENT PROCEDURES

- A. If requested by Contractor, progress payments will be made monthly.

B. Schedule of Values:

1. Within ten (10) calendar days from issuance of Notice of Award and prior to the Contractor's application for the first progress payment, the Contractor shall submit a detailed breakdown of its bid by scheduled Work items and/or activities. This breakdown shall be referred to as the Schedule of Values.
2. If City's Project Manager requires substantiating data, Contractor shall submit information requested by Project Manager, with cover letter identifying Project, payment request number and date, and detailed list of enclosures. Contractor shall submit one copy of substantiating data and cover letter for each Payment request submitted.

C. Payment Requests:

1. On or about the 25th of each month, the Contractor may submit to the City's Project Manager one (1) copy of an itemized Application of Payment on a standard form acceptable to the City's Project Manager covering the Work completed as of the date of the Application for payment. The following information and/or documentation will be provided as part of the Application for Payment:
 - a. Payment requests may include, but not necessarily limited to the following:
 - 1) Materials, equipment, and labor incorporated into the Work, less any previous payments for the same;
 - 2) A maximum of ninety percent (90%) of the cost of major equipment, if purchased and delivered to the site or stored offsite, as under control of the City, but not installed by the Contractor.
 - 3) Contractor's application for payment shall be accompanied by a bill of sale, invoice, or other documentation warranting that the City has received the materials and equipment free and clear of all liens and evidence that the materials and equipment area covered by appropriate property insurance and other arrangements to protect the City's interest therein.
 - b. Such requests for progress payments shall be based upon Schedule of Values prices of all labor and materials incorporated in the Work during the preceding one-month period, less the aggregate of previous payments.
 - c. Each payment request shall list each Change Order executed prior to the date of submission, including the Change Order Number, a description of the work activities, consistent with the descriptions of original work activities.
 - 1) Contractor shall submit a monthly Change Order status log to the City's Project Manager as part of that Progress Payment Request.
2. Monthly progress payments shall be made, based on total value of activities completed or partially completed, as determined by City with participation of Contractor, and based upon approved activity costs. Accumulated retainage will be shown as separate item in payment summary. If Contractor fails or

refuses to participate in construction progress evaluation with City, Contractor shall not receive current payment until Contractor has participated fully in providing construction progress information and schedule update information for City.

D. Progress Payments:

1. Upon receiving Contractor's payment request, Project Manager will review the payment request and make necessary adjustments to percent of completion of each activity. One copy will be returned to Contractor with description of adjustments made. All parties will update percentage of completion values in the same manner, i.e., express value of an accumulated percentage of completion to date.
2. The payment request may be reviewed by Project Manager for the purpose of determining that the payment request is a proper payment request, and shall be rejected, revised or approved by Project Manager pursuant to the cost breakdown prepared in accordance with this Section.
3. If it is determined that the payment request is not a proper payment request suitable for payment, Project Manager shall return it to the Contractor as soon as practicable, but no later than seven (7) working days after receipt, together with a document setting forth in writing the reasons why the payment request is not proper. If Project Manager determines that portions of the payment request are not proper or not due under the Contract Documents, then Project Manager may approve the other portions of the payment request and, in the case of disputed items or defective work not remedied, may withhold up to 150% of the disputed amount from the progress payment.
4. Pursuant to Public Contract Code, Section 20104.50, if City fails to make any progress payment within thirty (30) days after receipt of an undisputed and properly submitted payment request from a contractor, City shall pay interest to the Contractor equivalent to the legal rates set forth in subdivision (a) of Section 685.010 of the Code of Civil Procedure. The thirty (30) day period shall be reduced by the number of days by which City exceeds the seven (7) day return requirement set forth herein.
5. As soon as practicable after approval of each request for progress payment, City will pay to Contractor in manner provided by law, the amounts provided for below:
 - a. City shall pay an amount equal to ninety percent (90%) of Project Manager's estimate, which amount shall remain in effect until such time, if any, that the retention is reduced by Project Manager pursuant to the other provisions of this paragraph.
 - b. At any time after fifty percent (50%) in value of the Work as set forth in the Schedule of Values has been completed and the retained funds are equal to five percent (5%) of the Contract Sum (including Change Orders, if applicable), and if the progress of the Work under the Progress Schedule is satisfactory, Project Manager may, at its sole discretion, but shall not be obligated to, authorize any remaining

- progress payment to be made in the amount of ninety-five percent (95%) of the amount approved for payment.
- c. When Project Manager determines that at least ninety-five percent (95%) in value of the Work as set forth in the Schedule of Values is completed, Project Manager may, at its sole discretion, but shall not be obligated to, reduce the amount of the retained funds to one hundred twenty-five percent (125%) of the value of the Work yet to be completed, as determined by Project Manager.
 - d. After all Work is completed in accordance with Contract, the remaining retention amount shall be paid to the Contractor in accordance with Paragraph 1.9, below.
 - e. If a lesser payment amount is provided in the Contract Documents, such lesser amount shall apply instead of the amounts set forth above in this paragraph.
 - f. Progress payments may at any time be withheld if, in judgment of Project Manager, Work is not proceeding in accordance with Contract, or Contractor is not complying with requirements of Contract, or to comply with stop notices or to offset liquidated damages accruing or expected.
6. Retention will not be reduced if Contractor, in the opinion of the Project Manager, is behind schedule. If retention is reduced at any point during Contract and Contractor subsequently falls behind schedule, retention may be raised back to original percentage.
 7. Before any progress payment or final payment is made, the Contractor may be required to submit satisfactory evidence that Contractor is not delinquent in payments to employees, subcontractors, suppliers, or creditors for labor and materials incorporated into Work.
 8. City reserves and shall have the right to withhold payment for any equipment and/or specifically fabricated materials that, in the sole judgment of Project Manager, is not adequately and properly protected against weather and/or damage, prior to or following incorporation into the Work.
 9. Approval of progress payment and payment by City, or receipt thereof by Contractor, shall not be understood as constituting in any sense acceptance of Work or of any portion thereof, and shall in no way lessen liability of Contractor to replace unsatisfactory work or material, though unsatisfactory character of work or material may have been apparent or detected at time payment was made.
 10. When City shall charge sum of money against Contractor under any provision of Contract, amount of charge shall be deducted and retained by City from amount of next succeeding progress payment or from any other monies due or that may become due Contractor under Contract. If, on completion or termination of Contract, such monies due Contractor are found insufficient to cover City's charges against Contractor, City shall have right to recover balance from Contractor or Sureties.

1.7 SUBSTITUTION OF SECURITIES IN LIEU OF RETENTION

- A. Pursuant to provisions of Public Contract Code, Section 22300, substitution of securities for any monies withheld under Contract to insure performance is permitted under the following conditions:
1. At request and expense of Contractor, securities listed in Section 16430 of the Government Code, bank or savings and loan certificates of deposit, interest bearing demand deposit accounts, standby letters of credit, or any other security mutually agreed to by Contractor and City which are equivalent to the amount withheld under retention provisions of Contract shall be deposited with Controller or with a state or federally chartered bank in California, as the escrow agent, who shall then pay such monies to Contractor. Upon satisfactory completion of Contract, securities shall be returned to Contractor.
 2. Alternatively, Contractor may request and City shall make payment of retentions earned directly to the escrow agent at the expense of the Contractor. At the expense of the Contractor, the Contractor may direct the investment of the payments into securities and the Contractor shall receive the interest earned on the investments upon the same terms provided for in this section for securities deposited by the Contractor. Upon satisfactory completion of the Contract, the Contractor shall receive from escrow agent all securities, interest, and payments received by the escrow agent from City, pursuant to the terms of this section. The Contractor shall pay to each subcontractor, not later than twenty (20) days after receipt of the payment, the respective amount of interest earned, net of costs attributed to retention withheld from each subcontractor, on the amount of retention withheld to insure the performance of the Contractor.
 3. Contractor shall be beneficial owner of securities substituted for monies withheld and shall receive any interest thereon.
 4. Contractor shall enter into escrow agreement with Controller according to Document 00 53 00 - Escrow Agreement for Security Deposits in Lieu of Retention, as authorized under Public Contract Code, Section 22300, specifying amount of securities to be deposited, terms and conditions of conversion to cash in case of default of Contractor, and termination of escrow upon completion of Contract.

1.8 APPLICATION FOR PAYMENT OF SUBSTANTIAL COMPLETION

- A. Following issuance of the Certificate of Substantial Completion, submit an Application for Payment.
1. This application shall reflect Certificates of Partial Substantial Completion issued previously for City occupancy of designated portions of the Work.
 2. Administrative actions and submittals that shall precede or coincide with this application include:
 - a. Occupancy permits and similar approvals.

- b. Warranties, guarantees, and maintenance agreements.
- c. Test/adjust/balance records.
- d. Operations and Maintenance instructions.
- e. Meter readings.
- f. Startup performance reports.
- g. Changeover information related to City's occupancy, use, operation, and maintenance.
- h. Final cleaning.
- i. Application for reduction of retainage and consent of surety.
- j. Final progress photographs.
- k. List of incomplete Work, recognized as exceptions to Architect/Engineer's Certificate of Substantial Completion.

1.9 FINAL PAYMENT

- A. As soon as practicable after all required Work is completed in accordance with Contract, including Contractor maintenance after Final Acceptance, City will pay to Contractor, in manner provided by law, unpaid balance of contract price of Work, or whole contract price of Work if no progress payment has been made, determined in accordance with terms of Contract, less sums as may be lawfully retained under any provisions of Contract or by law.
- B. Prior progress payments shall be subject to correction in the final payment. Project Manager's determination of amount due as final payment shall be final and conclusive evidence of amount of Work performed by Contractor under Contract, and shall be full measure of compensation to be received by Contractor.
- C. Contractor and each assignee under an assignment in effect at time of final payment shall execute and deliver at time of final payment and as a condition precedent to final payment, Agreement Form, and Release of Any and All Claims, discharging City of Pittsburg, their officers, agents, employees, and consultants (including, but not limited to Architect/Engineer and Construction Manager) of and from liabilities, obligations, and claims arising under Contract.
- D. Final Payment Application: Administrative actions and submittals that must precede or coincide with submittal of the final Application for Payment include the following:
 - 1. Completion of Project closeout requirements.
 - 2. Completion of items specified for completion after Substantial Completion.
 - 3. Ensure that unsettled claims will be settled.
 - 4. Ensure that incomplete Work is not accepted and will be completed without undue delay.
 - 5. Transmittal of required Project construction records to the City.
 - 6. Certified property survey.
 - 7. Proof that taxes, fees, and similar obligations were paid.
 - 8. Removal of temporary facilities and services.
 - 9. Removal of surplus materials, rubbish, and similar elements.

10. Change of door locks to City's access.
11. All as-built drawings.
12. Lien releases from Contractor and subcontractors.

1.10 EFFECT OF PAYMENT

- A. Payment will be made by City, based on Project Manager's observations at the site and the data comprising the Application for Payment. Payment will not be a representation that Project Manager has:
1. made exhaustive or continuous on-site inspections to check the quality or quantity of Work;
 2. reviewed construction means, methods, techniques, sequences or procedures;
 3. reviewed copies of requisitions received from subcontractors and material suppliers and other data requested by City to substantiate Contractor's right to payment; or
 4. made examination to ascertain how or for what purpose Contractor has used money previously paid on account of the Contract Sum.

PART 2 - PRODUCTS

NOT USED

PART 3 - EXECUTION

NOT USED

END OF SECTION 01 29 00

SECTION 01 31 00 – PROJECT MANAGEMENT AND COORDINATION**PART 1 - GENERAL**

1.1 SUMMARY

- A. This section describes requirements for coordination and meetings.
- B. Related Sections:
 - 1. [Division 00 – General Conditions, Article 2](#)
 - 2. [Section 01 32 16 - Construction Progress Schedule](#)

1.2 COORDINATION

- A. The Contractor shall be responsible for all Project coordination.
- B. Duties of Contractor:
 - 1. Coordinate Work of all subcontractors.
 - 2. Establish on-site lines of authority and communication. Schedule and conduct progress meetings with City and subcontractors.
 - 3. Construction schedules:
 - a. Prepare detailed schedule of operations of all subcontractors on Project in accordance with [Section 01 32 16 – Construction Progress Schedule](#).
 - b. Monitor and update schedules as Work progresses.
 - c. Observe Work to monitor compliance with schedule.
 - 4. Temporary facilities:
 - a. Prepare temporary facilities site plan for City's approval.
 - b. Allocate space for temporary structures furnished by subcontractors.
 - c. Monitor use of temporary utilities.
 - d. Verify that adequate services are provided to comply with requirements for Work and climatic conditions.
 - e. Coordinate traffic control.
 - f. Administer traffic and parking controls.
 - 5. Changes:
 - a. Recommend necessary or desirable changes to Architect/Engineer.
 - b. Review subcontractor's request for changes and for substitutions.
 - c. Submit recommendations to Architect/Engineer, through the Project Manager.
 - d. Process Change Orders.
 - 6. Permits and fees: Verify that subcontractors have obtained permits for inspections.
 - 7. Review all Shop Drawings, Product Data, and Samples for compliance with Contract Documents prior to submittal to Project Manager.

8. Interpretation of Contract Documents:
 - a. Consult with Project Manager and Architect/Engineer to obtain interpretations.
 - b. Assist in resolution of questions which may arise.
 - c. Transmit written interpretations to concerned parties.
9. Maintain reports and records at Project Site:
 - a. Daily log progress of Work; make available to Project Manager and Architect/Engineer.
 - b. Records.
 - c. Contracts.
 - d. Purchases.
 - e. Materials and equipment.
 - f. Applicable handbooks, codes and standards.
 - g. Obtain information from subcontractors and maintain record documents. Assemble documentation for handling of claims and disputes.
10. Verify that specified cleaning is done during progress of Work and at completion of each contract.
11. For project requiring building permit, coordinate with the Building Division, City of Pittsburg, for inspections.
12. Start-up:
 - a. Direct the checkout of utilities, operational systems and equipment.
 - b. Assist in initial start-up testing.
 - c. Record dates of start of operation of systems and equipment.
 - d. Submit to City written notice of beginning of Warranty period for equipment put in service.

1.3 COORDINATION REQUIREMENTS

- A. Coordination: Contractor shall coordinate the Work as stated in the [Division 00 – General Conditions](#). Contractor shall also coordinate Work under the Contract with work under separate contracts by City. Contractor shall cooperate with City and others as directed by City in scheduling and sequencing the incorporation into the Work of City Furnished/Contractor installed products identified in the Contract Drawings, Special Conditions, and Specifications.
- B. Relationship of Contract Documents: Drawings, Special Conditions, Specifications, and other Contract Documents in the Project Manual are intended to be complementary. What is required by one shall be as if required by all. What is shown or required, or may be reasonably inferred to be required, or that is usually and customarily provided for similar work, shall be included in the Work.
- C. Discrepancies in Contract Documents: In the event of error, omission, ambiguity or conflict in Drawings, Special Conditions, or Specifications, Contractor shall bring the matter to the Architect/Engineer's attention, through the Project Manager, in a timely manner, for the Architect/Engineer's determination and direction in accordance with provisions of [Division 00 – General Conditions](#).

- D. Construction Interfacing and Coordination: Layout, scheduling and sequencing of Work shall be solely Contractor's responsibility. Contractor shall bring together the various parts, components, systems, and assemblies as required for the correct interfacing and integration of all elements of Work.
- E. Contractor shall coordinate Work to correctly and accurately connect abutting adjoining, overlapping and related elements, including work under separate contracts by City, utility agencies and companies.

1.4 COORDINATION OF SUBCONTRACTS AND SEPARATE CONTRACTS

- A. Superintendence of Work: Contractor shall appoint a field superintendent who shall directly supervise and coordinate Work shown on the Drawings, Special Conditions, and in the Specifications at all times. In order to maintain an uninterrupted construction schedule, the field superintendent shall not be replaced by the Contractor, for other than extenuating circumstances, without prior approval by the Architect/Engineer and/or City.
- B. Subcontractors, Trades and Materials Suppliers: Contractor shall require all subcontractors, trades, crafts and suppliers to coordinate their portions of Work with the Superintendent, Engineer and Construction Project Manager to prevent scheduling, sequencing, dimensional and other conflicts and omissions.
- C. Coordination with Work under Separate Contracts: Contractor shall coordinate and schedule Work under the Contract with work being performed for Project under separate contracts by City, serving utilities and public agencies. Contractor shall make direct contacts with parties responsible for work of the Project under separate contracts, in order to provide timely notifications and to facilitate information exchanges.

1.5 PRECONSTRUCTION CONFERENCE

- A. Project Manager will call for and administer Preconstruction Conference at time and place to be announced. Conference will occur as soon after award as can be reasonably scheduled.
- B. Contractor, all subcontractors, and major suppliers shall attend Preconstruction Conference.
- C. Agenda will include, but not be limited to, the following items:
 - 1. Lines of Communication
 - 2. Schedules
 - 3. Employment Goals
 - 4. Personnel
 - 5. Use of premises
 - 6. Location of Contractor's on-site facilities
 - 7. Project access

8. Employee parking
9. Security
10. NPDES Storm Water Pollution Prevention BMPs
11. Contractor's Questions
12. Housekeeping
13. Submittals
14. Inspection and testing procedures, on-site and off-site
15. Utility shutdown procedures
16. Control and reference point survey procedures
17. Injury and Illness Prevention Program
18. Contractor's Initial CPM Schedule
19. Preparation of Record Documents.

- D. Project Manager will distribute copies of minutes to attendees. Attendees shall have five (5) working days to submit comments or additions to minutes. Minutes will constitute final memorialization of results of the Preconstruction Conference.

1.6 SCHEDULING MEETINGS

- A. Meet with Project Manager no later than Start Date of Contract and conduct initial review of Contractor's Initial Progress Schedule submittal, draft Shop Drawing and Sample Submittal Schedule, and draft Schedule of Values ("Schedule Review Meeting").
- B. Authorized representative in Contractor's organization, designated in writing, who will be responsible for working and coordinating with Project Manager's representative(s) relative to preparation and maintenance of Progress Schedule, shall attend initial Schedule Review Meeting.
- C. Contractor shall, within thirty (30) calendar days from the Notice to Proceed date, meet with City to review Contractor's Original CPM Schedule submittal, and final Shop Drawing and Sample Submittal Schedule, and final Schedule of Values.
1. Contractor shall have its manager, superintendent, scheduler, and key subcontractor representatives, as required by City, in attendance. The meeting will take place over a continuous one-day period.
 2. City's review of Schedule Submittals will be limited to conformance to Contract requirements, including, but not limited to, coordination requirements. However, review may also include:
 - a. Clarifications of Contract Requirements
 - b. Directions to include activities and information missing from submittal
 - c. Requests to Contractor to clarify its schedule
 3. Within five (5) working days of the initial Schedule Review Meeting, Contractor shall respond in writing to all questions and comments expressed by City at the meeting.
- D. Project Manager will administer scheduling meetings and shall distribute minutes of scheduling meetings to attendees. Attendees shall have five (5) working days

to submit comments or additions to minutes. Minutes will constitute final memorialization of results of the scheduling meetings.

1.7 PROGRESS MEETINGS

- A. A progress meeting will be held weekly to review the schedule update submittal and progress payment application. At this meeting, at a minimum, the following items will be reviewed:
1. Previous meeting notes.
 2. Percent complete of each activity
 3. Time impact evaluations for Change Orders and Time Extension Request
 4. Actual and anticipated activity sequence changes
 5. Actual and anticipated duration change
 6. Actual and anticipated contractor delays
 7. Interface requirement
 8. Status on submittals
 9. Documentation of information for payment request.
- B. These meetings are considered a critical component of overall monthly schedule update submittal and Contractor shall have appropriate personnel attend. At a minimum, these meetings shall be attended by Contractor's General Superintendent and Scheduler.
- C. Project Manager will record and distribute minutes to Contractor, Building and/or Special Inspector, Architect/Engineer, and all other participants, and those affected by decisions made at the meeting, within five (5) working days after the meeting. Attendees shall have five (5) working days to submit comments or additions to the minutes. The Minutes will constitute final memorialization of the results of the progress meeting.

1.8 SPECIAL MEETINGS

- A. Special meetings may be called by any party by notifying all desired participants, Project Manager, and Building and/or Special Inspector five (5) working days in advance, giving reason for meeting. Special Meetings may be held without advance notice in emergency situations.
- B. At any time during the progress of the Work, any party shall have the right to require attendance at conference, and notice of such conference shall be duly observed and complied with by Contractor.
- C. Contractors shall schedule and conduct coordination meetings as necessary to discharge coordination responsibilities in [Division 00 – General Conditions](#). Project Manager shall be given five (5) working days written notice of coordination meetings. Contractors shall maintain minutes of coordination meetings. Attendees shall have five (5) working days to submit comments or additions to minutes. Minutes will constitute final memorialization of results of the meetings.

PART 2 - PRODUCTS

NOT USED

PART 3 - EXECUTION

NOT USED

END OF SECTION 01 31 00

SECTION 01 32 00 – CONSTRUCTION PROGRESS DOCUMENTATION

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Preconstruction photographs and videos.
2. Periodic construction photographs and videos.

B. Submittals:

1. Key Plan: Submit key plan of project site and construction with notation of vantage points marked for location and direction of each photograph and video.
2. Construction Photographs: Submit digital copy of photographs in PDF and JPEG form in a CD or a USB flash drive with a folder containing pictures of each street in subfolders.
3. Identification: Identify the project by Contract Number. Identify each photograph by naming it according to the station number on the drawings. Example: Sta 10+00 looking northeast; Sta 12+30 looking west.
4. Digital Images:
 - a. General: Identify electronic media with date photographs were taken. Submit images that have same aspect ratio as the sensor, uncropped.
 - b. Usage Rights: Submit statement of transfer copyright usage rights to City allowing unlimited reproduction of photographic documentation.
5. Video:
 - a. General: Submit videos on acceptable electronic transfer medium to the Project Manager, accompanied by a detailed log, including descriptions and corresponding counter numbers to facilitate the quick location of information. Videos will be maintained by the Project Manager during construction and may be viewed at any time by Contractor upon request. Upon final acceptance, the videos will become the permanent property of the City.
 - b. Submit video documentations to the Project Manager prior to start of construction work and as otherwise required.
 - c. Usage Rights: Submit statement of transfer copyright usage rights to City allowing unlimited reproduction of videographic documentation.

PART 2 - PRODUCTS

2.1 PHOTOGRAPHIC MEDIA

- A. Digital Images: Provide images capable of a digital capture resolution of not less than 2240x1680 - 4 Megapixels.

- B. Videos: Provide videos in high resolution digital format with audio capability.

PART 3 - EXECUTION

3.1 CONSTRUCTION PHOTOGRAPHS

- A. General: Take photographs using the maximum range of depth of field, and that are in focus, to clearly show the Work. Photographs with blurry or out-of-focus areas will not be accepted.
- B. Key Plan: Maintain with each set of construction photographs that identifies each photographic location.
- C. Digital Images:
 - 1. General: Submit digital images exactly as originally recorded in the digital camera, without alteration, manipulation, editing, or modifications using image-editing software.
 - 2. Date and Time: Include date and time in filename for each image.
 - 3. Field Office Images: Maintain one set of images on acceptable electronic transfer medium in the field office at Project Site, available at all times for reference. Identify images same as for those submitted to Project Manager.
- D. Preconstruction Photographs:
 - 1. General: Before starting construction, take color photographs of Project site and surrounding properties, including existing items to remain during construction, from different vantage points, as directed by Project Manager.
 - 2. Construction Limits: Flag before taking construction photographs.
 - 3. Adjacent Conditions:
 - a. General: Take three (3) color photographs, from different views, to show existing conditions adjacent to property before starting the Work.
 - b. Existing Buildings: Take three (3) color photographs, different views, of existing buildings either on or adjoining property to accurately record physical conditions at start of construction.

3.2 CONSTRUCTION VIDEOS

- A. Preconstruction Videos: Document existing conditions of adjacent areas (curbs, gutters, sidewalks, driveways, private improvements immediately adjacent to the project site, roadway pavement, access roads, landscaping, etc.) that might be affected by construction operations. Take care to record all existing conditions which exhibit deterioration, imperfections, structural failures, or situations that would be considered substandard.
- B. All Videos: Provide temporary lighting as necessary to properly videotape areas where natural lighting is insufficient (shadows, etc.). Include an audio soundtrack to provide the following information:

1. Detailed description of location being viewed.
2. Direction (N, E, S, W, looking up, looking down, etc.) of camera view.
3. Date, time, temperature, environmental conditions at time of videotaping.
4. Describe in detail areas not readily visible by video. Unless otherwise approved by the Project Manager, do not perform videotaping during inclement weather or when the ground is covered partially or totally with leaves or debris.

END OF SECTION 01 32 00

SECTION 01 32 16 – CONSTRUCTION PROGRESS SCHEDULE**PART 1 - GENERAL**

1.1 SUMMARY

- A. Scheduling of Work under this Contract shall be performed by Contractor in accordance with requirements of this Section.
 - 1. Development of schedule, cost and resource loading of the schedule, monthly payment requests and project status reporting requirements of the Contract shall employ scheduling as required in this Document.
 - 2. The Schedule shall be cost loaded based on Schedule of Values as approved by City.
 - 3. Submit schedules and reports as specified in [Division 00 – General Conditions](#).
- B. Upon Award of Contract, Contractor shall immediately commence development of Initial Schedule to ensure compliance with schedule submittal requirements.
- C. Related Sections
 - 1. [Contract](#)
 - 2. [Division 00 – General Conditions, Article 5](#)
 - 3. [Section 01 10 00 – Summary](#)
 - 4. [Section 01 29 00 – Payment Procedures](#)
 - 5. [Section 01 31 00 – Project Management and Coordination](#)
 - 6. [Section 01 33 00 – Submittal Procedures](#)

1.2 GENERAL

- A. Progress Schedule shall be based on and incorporate milestone and completion dates specified in Contract Documents.
- B. Overall time of completion and time of completion for each milestone shown on Progress Schedule shall adhere to times in the [Contract](#), unless an earlier (advanced) time of completion is requested by Contractor and agreed to by City. Any such agreement shall be formalized by a Change Order.
 - 1. City is not required to accept an earlier (advanced) schedule, i.e., one that shows early completion dates for the Contract Times.
 - 2. Contractor shall not be entitled to extra compensation in event agreement is reached on an earlier (advanced) schedule and Contractor completes its Work, for whatever reason, beyond completion date shown in earlier (advanced) schedule but within the Contract Times.
 - 3. A schedule showing the work completed in less than the Contract Times, which has been accepted by City, shall be considered to have Project Float. The Project Float is the time between the scheduled completion of the work

and Contract Substantial Completion. Project Float is a resource available to both City and Contractor.

- C. Progress Schedule shall be the basis for evaluating job progress, payment requests, and time extension requests. Responsibility for developing Contract schedule and monitoring actual progress as compared to Progress Schedule rests with Contractor.
- D. Failure of Progress Schedule to include any element of the Work or any inaccuracy in Progress Schedule will not relieve Contractor from responsibility for accomplishing the Work in accordance with the Contract. City's acceptance of Schedule shall be for its use in monitoring and evaluating job progress, payment requests, and time extension requests, and shall not, in any manner, impose a duty of care upon City, or act to relieve Contractor of its responsibility for means and methods of construction.
- E. Transmit each item per [Section 01 33 00 – Submittal Procedures](#) under form approved by City.
 - 1. Identify Project with the City Contract number, and name of Contractor.
 - 2. Provide space for Contractor's approval stamp and City's review stamps.
 - 3. Submittals received from sources other than Contractor will be returned to Contractor without City's review.

1.3 INITIAL AND ORIGINAL SCHEDULE

- A. Initial Schedule submitted for review at the pre-construction conference shall serve as Contractor's schedule for up to thirty (30) calendar days after the Notice to Proceed.
- B. Indicate detailed plan for the Work to be completed in first thirty (30) calendar days of the Contract; details of planned mobilization of plant and equipment; sequence of early operations; and procurement of materials and equipment. Show Work beyond thirty (30) calendar days in summary form.
- C. Original (or "Baseline") Schedule shall be submitted for review no later than Contractor's first progress payment application submittal.
- D. All schedules shall be time-scaled.
- E. All schedules shall be cost and resource loaded. Accepted cost and resource loaded schedule will be used as basis for monthly progress payments. Use of Initial Schedule for progress payments shall not exceed thirty (30) calendar days.
- F. City and Contractor shall meet to review and discuss the Schedule within seven (7) calendar days after it has been submitted to City.
 - 1. City's review and comment on the schedule shall be limited to Contract conformance (with sequencing, coordination, and milestone requirements).

2. Contractor shall make corrections to Schedule necessary to comply with Contract requirements and shall adjust Schedule to incorporate any missing information requested by City. Contractor shall resubmit Initial Schedule if requested by City.

1.4 CONSTRUCTION SCHEDULE FORMAT AND LEVEL OF DETAIL

- A. The Construction Schedule is to indicate all separate fabrication and field construction activities required for completion of the work, including but not limited to the following:
 1. All Contractor, Subcontractor and assigned Contractor work shall be shown in a logical work sequence that demonstrates a coordinated plan of work for all contractors. The intent is to provide a common basis of acceptance, understanding and communication, as well as interface with other contractors.
 2. Activities related to the delivery of City-furnished equipment to be contractor-installed per Contract shall be shown.
 3. All activities shall be identified through codes or other identification to indicate the building (i.e. buildings, site work) and Contractor/subcontractor responsibility to which they pertain.
 4. Contractor shall break up the work schedule into activities of durations of approximately fifteen (15) calendar days or less each, except for non-field construction activities or as otherwise deemed acceptable by the Project Manager.
- B. Seasonal weather conditions (which do not constitute a delay as defined herein) shall be considered in the planning and scheduling of all work influenced by high or low ambient temperatures or presence of high moisture for the completion of the work within the allotted contract time.
- C. In conformance with the Contract Documents Contractor shall furnish a breakdown of the bid by assigning dollar values (cost estimated) to each applicable network activity, which cumulatively equals the bid. Upon acceptance by City, the values will be used as the basis for determining progress payments. Contractor's overhead, profit, and cost of bonds and insurance, shall be prorated through all activities.
- D. Failure by Contractor to include any element of work required for performance of the work on the detailed construction schedule shall not excuse Contractor from completing all work required within the Contract time.
- E. A two-week "look ahead" detailed, daily bar chart schedule shall be updated and issued weekly, no later than the time of the scheduled weekly meeting.
- F. Contractor shall utilize computer scheduling software, such as PRIMAVERA or approved equivalent software for all scheduling including schedule updates.

Contractor shall supply computer data files for all schedules including the original schedule and monthly schedule updates.

1.5 MONTHLY SCHEDULE UPDATE SUBMITTALS

- A. Following acceptance of Contractor's Initial Schedule, Contractor shall monitor progress of Work and adjust schedule each month to reflect actual progress and any anticipated changes to planned activities.
 - 1. Each schedule update submitted shall be complete, including all information requested for the Initial Schedule submittal.
 - 2. Each update shall continue to show all work activities including those already completed. These completed activities shall accurately reflect "as built" information by indicating when activities were actually started and completed.
- B. A meeting will be held after the first Project Meeting of each month to review the schedule update submittal and progress payment application.
 - 1. At this meeting, at a minimum, the following items will be reviewed: percent complete of each activity; time impact evaluations for change orders and time extension requests; actual and anticipated activity sequence changes; actual and anticipated duration changes; and actual and anticipated contractor delays.
 - 2. These meetings are considered a critical component of overall monthly schedule update submittal and Contractor shall have appropriate personnel attend. At a minimum, these meetings shall be attended by Contractor's General Superintendent and Scheduler.
 - 3. Contractor shall plan on the meeting taking no less than two (2) hours.
- C. Within five (5) working days after monthly schedule update meeting, Contractor shall submit the updated Schedule update.
- D. Within five (5) working days of receipt of above noted revised submittals, City will either accept or reject monthly schedule update submittal.
 - 1. If accepted, percent complete shown in monthly update will be basis for Application for Payment by Contractor. The schedule update shall be submitted as part of Contractor's Application for Payment.
 - 2. If rejected, update shall be corrected and resubmitted by Contractor before the Application for Payment is submitted.
- E. Neither updating, changing or revising of any report, curve, schedule or narrative submitted to City by Contractor under this Contract, nor City's review or acceptance of any such report, curve, schedule or narrative, shall have the effect of amending or modifying, in any way, the Contract Substantial Completion date or milestone dates or of modifying or limiting, in any way, Contractor's obligations under this Contract.

1.6 SCHEDULE REVISIONS

- A. Updating the Schedule to reflect actual progress shall not be considered revisions to the Schedule. Since scheduling is a dynamic process, revisions to activity durations and sequences are expected on a monthly basis.
- B. To reflect revisions to the schedule, Contractor shall provide City with a written narrative with a full description and reasons for each Work activity revised. For revisions affecting the sequence of work, Contractor shall provide a schedule diagram which compares the original sequence to the revised sequence of work. Contractor shall provide the written narrative and schedule diagram for revisions two (2) calendar days in advance of the monthly schedule update meeting.
- C. Schedule revisions shall not be incorporated into any schedule update until the revisions have been reviewed by City. City may request further information and justification for schedule revisions and Contractor shall, within three (3) calendar days, provide City with a complete written narrative response to City's request.
- D. If Contractor's revision is still not accepted by City, and Contractor disagrees with City's position, Contractor has seven (7) calendar days from receipt of City's letter rejecting the revision, to provide a written narrative providing full justification and explanation for the revision. Contractor's failure to respond in writing within seven (7) calendar days of City's written rejection of a schedule revision shall be contractually interpreted as acceptance of City's position, and Contractor waives its rights to subsequently dispute or file a claim regarding City's position.
- E. At City's discretion, Contractor can be required to provide subcontractor certifications of performance regarding proposed schedule revisions affecting said subcontractors.

1.7 RECOVERY SCHEDULE

- A. If the Schedule Update shows a substantial completion date twenty-one (21) calendar days beyond the Contract Substantial Completion date, or individual milestone completion dates, Contractor shall submit to City the proposed revisions to recover the lost time within seven (7) calendar days. As part of this submittal, Contractor shall provide a written narrative for each revision made to recapture the lost time. If the revisions include sequence changes, Contractor shall provide a schedule diagram comparing the original sequence to the revised sequence of work.
- B. The revisions shall not be incorporated into any schedule update until the revisions have been reviewed by City.
- C. If Contractor's revisions are not accepted by City, City and Contractor shall follow the procedures in paragraph 1.6.C, 1.6.D and 1.6.E above.

- D. At City's discretion, Contractor can be required to provide subcontractor certifications for revisions affecting said subcontractors.

1.8 TIME EXTENSIONS

- A. Contractor is responsible for requesting time extensions for time impacts that, in the opinion of Contractor, impact the critical path of the current schedule update. Notice of time impacts shall be given in accord with [Division 00 – General Conditions, Article 5](#).
- B. Where an event for which City is responsible impacts the projected Substantial Completion date, Contractor shall provide a written mitigation plan, including a schedule diagram, which explains how the impact can be mitigated (e.g., increase crew size, overtime, etc.). Contractor shall also include a detailed cost breakdown of the labor, equipment and material Contractor would expend to mitigate City caused time impact. Contractor shall submit its mitigation plan to City within ten (10) working days from the date of discovery of said impact. Contractor is responsible for the cost to prepare the mitigation plan.
- C. Failure to request time or provide the required mitigation plan will result in Contractor waiving its right to a time extension and cost to mitigate the delay.
- D. No time will be granted under this Contract for cumulative effect of changes.
- E. City will not be obligated to consider any time extension request unless requirements of Contract Documents are satisfied.
- F. Failure of Contractor to perform in accordance with the current schedule update shall not be excused by submittal of time extension requests.

1.9 PROJECT STATUS REPORTING

- A. In addition to submittal requirements for scheduling identified in this Section, Contractor shall provide a monthly project status report (i.e., written narrative report) to be submitted in conjunction with each Schedule as specified herein. Status reporting shall be in form specified below.
- B. Contractor shall prepare monthly written narrative reports of status of Project for submission to City. Written status reports shall include:
 - 1. Status of major Project components (percent complete, amount of time ahead or behind schedule) and an explanation of how Project will be brought back on schedule if delays have occurred.
 - 2. Progress made on critical activities indicated on Schedule, inspections and visits by the Building and/or Special Inspection Inspector.
 - 3. Explanations for any lack of work on critical path activities planned to be performed during last month.
 - 4. Explanations for any schedule changes, including changes to logic or to activity durations.

5. List of critical activities scheduled to be performed next month.
6. Status of major material and equipment procurement.
7. Any delays encountered during reporting period.
8. Contractor shall provide a printed report indicating actual versus planned resource loading for each trade and each activity. This report shall be provided on weekly and monthly basis.
 - a. Actual resource shall be accumulated in field by Contractor, and shall be as noted on Contractor's daily reports. These reports will be basis for information provided in monthly and weekly printed reports.
 - b. Contractor shall explain all variances and mitigation measures.
9. Contractor may include any other information pertinent to status of Project. Contractor shall include additional status information requested by City at no additional cost.
10. Status reports, and the information contained therein, shall not be construed as claims, notice of claims, notice of delay, or requests for changes or compensation.

PART 2 - PRODUCTS

NOT USED

PART 3 - EXECUTION

NOT USED

END OF SECTION 01 32 16

SECTION 01 33 00 – SUBMITTAL PROCEDURES**PART 1 - GENERAL**

1.1 SUMMARY

- A. This section describes general requirements for submittals for the Work:
1. Procedures
 2. Schedule of Shop Drawing and Sample Submittals
 3. Safety Plan
 4. Progress Schedule
 5. Product Data
 6. Shop drawings
 7. Samples
 8. Quality Control Submittals
 - a. Design Data
 - b. Test Reports
 - c. Certificates
 - d. Manufacturers' Instructions
 9. Machine Inventory Sheets
 10. Operations and Maintenance Manuals
 11. Keys
 12. Project Record Documents
- B. Related Sections:
1. [Division 00 – General Conditions, Article 2](#)
 2. [Section 01 10 00 - Summary](#)
 3. [Section 01 25 00 – Substitution Procedures](#)
 4. [Section 01 26 00 – Contract Modification Procedures](#)
 5. [Section 01 29 00 – Payment Procedures](#)
 6. [Section 01 32 16 – Construction Progress Schedule](#)
 7. [Section 01 78 00 – Closeout Submittals](#)

1.2 PROCEDURES

- A. Upon issuance of the “Notice to Proceed”, the Contractor shall have thirty-five (35) calendar days to submit, at Contractor/Vendor expense, sets of the following: Schedule of Shop Drawing and Sample Submittals, Safety Plans, Progress Schedule, Product Data, Shop Drawings, Samples, Quality Control Data, Machine Inventory Sheets, Operations and Maintenance Manuals, and Project Record Documents required by the Contract Documents. Submit these submittals to Project Manager for review and approval in accordance with accepted schedule of Shop Drawings and Samples submittals.

- B. Transmit each item with a standard letter of transmittal. Identify project, Contractor, subcontractor, major supplier, pertinent drawing sheet and detail number, technical specifications, and specification section number as appropriate. Provide space for Contractor, Project Manager and Architect/Engineer review stamps. Where manufacturer's standard drawings or data sheets are used, they shall be marked clearly to show those portions of the data which are applicable to this project. The transmittal sheet will include the following:
1. Date
 2. Project and Contract Name and Number
 3. Subcontractor or supplier as appropriate
 4. Trade
 5. Contractor Review Stamp
- C. The data shown on the Shop Drawings shall be complete with respect to quantities, dimensions, specified performance and design criteria, materials and similar data to show Project Manager and Architect/Engineer the materials and equipment Contractor proposes to provide and to enable Project Manager and Architect/Engineer to review the information for the limited purposes specified below. Samples shall be identified clearly as to material, supplier; pertinent data such as catalog numbers and the use for which it is intended and otherwise as Project Manager and Architect/Engineer may require enabling Project Manager and Architect/Engineer to review the submittal.
- D. At the time of each submission, Contractor shall give City specific written notice of all variations, if any; that the Shop Drawing or Sample submitted may have from the requirements of the Contract Documents, and the reasons therefore. This written notice shall be a separate document from the submittal. In addition, Contractor shall cause a specific notation to be made on each Shop Drawing and Sample submitted to City for review and approval of each such variation. If City accepts deviation, City shall issue appropriate Contract Modification.
- E. Submittal coordination and verification of contract compliance is responsibility of Contractor; this responsibility shall not be delegated in whole or in part to subcontractors or suppliers. Before submitting each Shop Drawing or Sample, Contractor shall have reviewed and coordinated each Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents, and shall have determined and verified:
1. All field measurements, quantities, dimensions, specified performance criteria, installation requirements, materials, catalog numbers and similar information with respect thereto;
 2. All materials with respect to intended use, fabrication, shipping, handling, storage, assembly and installation pertaining to the performance of the Work; and
 3. All information relative to Contractor's sole responsibilities and of means, methods, techniques, sequences and procedures of construction and safety precautions and programs incident thereto.

- F. Contractor's submission to City of a Shop Drawing or Sample submittal will constitute Contractor's representation that it has satisfied its obligations under the Contract Documents, and as set forth immediately above, with respect to Contractor's review and approval of that submittal.
- G. After review by Project Manager and Architect/Engineer of each of Contractor's submittals, one set of materials will be returned to Contractor with actions defined as follows:
1. NO EXCEPTIONS TAKEN - Accepted subject to its compatibility with future submittals and additional partial submittals for portions of the work not covered in this submittal. Does not constitute approval or deletion of specified or required items not shown on the submittal.
 2. MAKE CORRECTIONS NOTED (NO RESUBMISSIONS REQUIRED) - Same as 1. above, except that minor corrections as noted shall be made by Contractor.
 3. AMEND AND RESUBMIT - Rejected because of major inconsistencies or errors which shall be resolved or corrected by Contractor prior to subsequent review by Project Manager and Architect/Engineer.
 4. REJECTED - RESUBMIT - Submitted material does not conform to Plans and Specifications in major respect, i.e.: wrong size, model, capacity, or material.
- H. It is considered reasonable that Contractor shall make a complete and acceptable submittal at least by second submission. City reserves the right to deduct monies from payments due Contractor to cover additional costs of Project Manager's and Architect/Engineer's review beyond the second submission. Illegible submittals will be rejected and returned to Contractor for resubmission.
- I. Favorable review will not constitute acceptance by City of any responsibility for the accuracy, coordination and completeness of the submittals. Accuracy, coordination, and completeness of Submittals shall be sole responsibility of Contractor, including responsibility to back check comments, corrections, and modifications resulting from City's review which shall be incorporated in design before fabrication. Submittals may be prepared by Contractor, subcontractors, or suppliers, but Contractor shall ascertain that submittals meet requirements of Contract Documents, while conforming to structural space and access conditions at point of installation. Project Manager and Architect/Engineer's review will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as indicated by the Contract Documents. Favorable review of submittal, method of work, or information regarding materials and equipment Contractor proposes to furnish shall not relieve Contractor of responsibility for errors therein and shall not be regarded as assumption of risks or liability by Architect/Engineer or City, or any officer or employee thereof, and Contractor shall have no claim under Contract on account of failure or partial failure or inefficiency or insufficiency of any plan or method of work or material and equipment so accepted. Favorable review shall be considered to mean merely that Architect/Engineer or City has no objection to

Contractor using, upon his own full responsibility, plan or method of work proposed, or furnishing materials and equipment proposed.

- J. City's review shall not be construed as approval of means, methods, techniques, sequences or procedures of construction or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.
- K. Submit complete initial submittal for those items where required by individual technical specifications, or specification sections. Complete submittal shall contain sufficient data to demonstrate that items comply with Specifications, shall meet minimum requirements for submissions cited in technical specifications, shall include motor data and seismic anchorage certifications, where required, and shall include necessary revisions required for equipment other than first named. If Contractor submits incomplete initial submittal, when complete submittal is required, submittal may be returned to Contractor without review.
- L. It shall be Contractor's responsibility to copy, conform and distribute reviewed submittals in sufficient numbers for Contractor's files, subcontractors and vendors.
- M. After Project Manager's and Architect/Engineer's review of submittal, revise and resubmit as required. Identify changes made since previous submittal.
 - 1. Begin no fabrication or work which require submittals until return of submittals not requiring re-submittal.
 - 2. Normally, submittals will be processed and returned to Contractor within fifteen (15) calendar days of receipt.
- N. Distribute copies of reviewed submittals to concerned persons. Instruct recipients to promptly report any inability to comply with provisions.

1.3 SCHEDULE OF SHOP DRAWING AND SAMPLE SUBMITTALS

- A. Submit preliminary Schedule of Shop Drawing and Sample Submittals as required by [Division 00 - General Conditions](#) or as elsewhere specified in the Contract Documents. Submit three (3) copies and PDF of final and accepted schedule of submittals of shop drawings and samples as required by [Division 00 - General Conditions](#), and in no event later than thirty-five (35) calendar days following Notice to Proceed.
- B. Schedule of Shop Drawing and Sample Submittals will be used by Project Manager and Architect/Engineer to schedule their activities relating to review of submittals. Schedule of submittals shall indicate a spreading out of submittals and early submittals of long-lead-time items and of items which require extensive review.
- C. Schedule of Shop Drawing and Sample Submittals shall be reviewed by Project Manager and shall be revised and resubmitted until accepted by Project Manager.

1.4 SAFETY PLAN

- A. Submit three (3) copies of Safety Plan specific to this Contract to Project Manager within fifteen (15) calendar days of issuance of the Notice to Proceed.
- B. One (1) copy of accepted Safety Plan will be returned to Contractor.
- C. No on-site work shall be started until Safety Plan has been reviewed and accepted by City. Acceptance of Safety Plan shall not affect Contractor's responsibility for maintaining a safe working place and instituting safety programs in connection with project.

1.5 PROGRESS SCHEDULE

- A. See [Section 01 32 16 – Construction Progress Schedule](#) for schedule and report requirements.
- B. Submit three (3) copies and PDF of schedule at each of the following times:
 - 1. Initial CPM Schedule at the Preconstruction Conference (covering in detail first thirty (30) calendar days of contract performance, and at a summary level for remainder of contract).
 - 2. Original CPM Schedule within thirty (30) calendar days of the Notice to Proceed date (covering in detail entire Work of Contract to completion).
 - 3. Adjustments to the CPM Schedule as required.
 - 4. CPM Schedule updates weekly, two (2) calendar days prior to weekly progress meeting.
- C. Submit three (3) copies and PDF of the reports listed in [Section 01 32 16 – Construction Progress Schedule](#) with:
 - 1. Initial CPM Schedule
 - 2. Original CPM Schedule
 - 3. Each weekly Schedule update
- D. Progress Schedules and Reports shall be submitted electronically and stored in a USB flash drive in addition to hard copies specified above.

1.6 PRODUCT DATA

- A. Within ten (10) calendar days after Start Date of the Contract Times, submit copies of complete list of major products and equipment proposed for use, with name of manufacturer, trade name, and model number of each product.
- B. For products specified only by reference standards, give manufacturer, trade name, model or catalog designation, and reference standards.
- C. Tabulate products by Special Conditions and Specification Section Number.

- D. Supplemental Data: Mark each copy to identify applicable products, models, options, and other data. Supplement manufacturer's standard data to provide information unique to Project.
- E. Provide copies for Project Record Documents described in [Section 01 78 00 – Closeout Submittals](#).

1.7 SHOP DRAWINGS

- A. Submit three (3) copies and PDF of shop drawings.
- B. Minimum Sheet Size: 8-1/2 inches by 11 inches. All others: Multiples of 8-1/2 inches by 11 inches, 22 inches by 34 inches (ANSI D) maximum.
- C. Original sheet or reproducible transparency will be marked with Project Manager's and/or Architect/Engineer's review comments and returned to Contractor.
- D. Mark each copy to identify applicable Products, models, options, and other data; supplement manufacturers' standard data to provide information unique to Work.
- E. Include manufacturers' installation instructions when required by technical specifications or specification section.

1.8 SAMPLES

- A. Submit full range of manufacturers' standard colors, textures, and patterns for Project Manager's selection where not indicated in documents or for substitutions or "equals".
- B. Submit samples to illustrate functional and aesthetic characteristics of Product, with integral parts and attachment devices. Coordinate submittal of different categories for interfacing work.
- C. Include identification on each sample, giving full information.
- D. Submit three (3) samples unless otherwise specified.
- E. Sizes: Unless otherwise specified, provide the following:
 - 1. Paint Chips: Manufacturers' standard.
 - 2. Flat or Sheet Products: Minimum 6 inches square, maximum 12 inches square.
 - 3. Linear Products: Minimum 6 inches, maximum 12 inches long.
 - 4. Bulk Products: Minimum 1 pint, maximum 1 gallon.
- F. Full size samples may be used in Work upon approval.
- G. Mock-ups:

1. Erect field samples and mock-ups at Project site in accordance with requirements of Special Conditions or Specification sections.
2. Modify or make additional field samples and mock-ups as required to provide appearance and finishes approved by Project Manager.
3. Approved field samples and mock-ups may be used in Work upon approval.

1.9 QUALITY CONTROL SUBMITTALS

- A. Design Data: Three (3) copies and PDF.
- B. Test Reports: Three (3) copies and PDF.
 1. Indicate that material or product conforms to or exceeds specified requirements.
 2. Reports may be from recent or previous tests on material or product, but must be acceptable to Project Manager. Comply with requirements of each individual technical specifications or specification Section.
- C. Certificates: Three (3) copies and PDF.
 1. Indicate that material or product conforms to or exceeds specified requirements.
 2. Submit supporting reference data, affidavits, and certifications as appropriate.
 3. Certificates may be recent or from previous test results on material or product, but must be acceptable to Project Manager.
- D. Manufacturers' Instructions: Three (3) copies and PDF.
 1. Include manufacturer's printed instructions for delivery, storage, assembly, installation, startup, adjusting, and finishing.
 2. Identify conflicts between manufacturer's instructions and Contract Documents.

1.10 MACHINE INVENTORY SHEETS

- A. Submit three (3) copies of machine inventory sheets including inventory list for spare parts and materials. If necessary, copies will be marked with Project Manager's and/or Architect/Engineer's review comments and returned to Contractor for correction until satisfactory information is provided. City will retain satisfactorily corrected sheets for its own use.

1.11 OPERATIONS AND MAINTENANCE MANUALS

- A. Submit three (3) copies and PDF of manufacturers' operations and maintenance manuals. If necessary, copies will be marked with City's review comments and returned to Contractor for correction until satisfactory information is provided. City will retain satisfactorily corrected manuals for its own use.
- B. Operations and maintenance manuals shall include the following as appropriate:
 1. Operating instructions.
 2. Preventive maintenance instructions.

3. Cleaning instructions.
 4. Safety precautions.
 5. Trouble shooting procedures.
 6. Theory of operation to discrete component level.
 7. Schematic diagrams, flow diagrams, wiring diagrams, logic diagrams, etc. to discrete component level.
 8. Parts lists showing all discrete components with part number, current prices and availability.
 9. List of replaceable supplies; paper, ink, ribbon, etc. with part numbers, current prices and availability.
 10. Recommended levels of spare parts and supplies to keep on hand.
 11. Manufacturers' service and maintenance technical manuals.
 12. Names, addresses and telephone numbers of service and repair firms for the equipment.
- C. Manuals shall be the same as are used by manufacturers' authorized technicians to completely service and repair the equipment.
- 1.12 KEYS
- A. Submit two (2) complete sets of keys for the Project and all related facilities.
 - B. Submit an inventory list of keys.
- 1.13 PROJECT RECORD DOCUMENTS
- A. Submit copies of each of the Project Record Documents as listed in [Section 01 78 00 – Closeout Submittals](#).

PART 2 - PRODUCTS

NOT USED

PART 3 - EXECUTION

NOT USED

END OF SECTION 01 33 00

SECTION 01 41 00 – REGULATORY REQUIREMENTS**PART 1 - GENERAL****1.1 SUMMARY**

- A. This section includes some of the key regulatory requirements applicable to Contract, provided for the Contractor's convenience only, and not intended as a complete list of all currently applicable regulatory requirements.

1.2 REFERENCES TO REGULATORY REQUIREMENTS

- A. Codes, laws, ordinances, rules and regulations referred to shall have full force and effect as though printed in full in these specifications.
- B. Conform to referenced codes, laws, ordinances, rules and regulations which are in effect on date of receipt of bids.

1.3 CODES

- A. Codes which apply to Contract include, but are not limited to, the following:
 - 1. California Building Code (CBC) – Latest Edition:
 - a. California Administrative Code: Title 24, Part 1.
 - b. California Building Code: Title 24, Part 2 (Includes the California Historical Building Code, Part 8 and California Existing Building Code, Part 10).
 - c. California Residential Code: Title 24, Part 2.5
 - d. California Electrical Code: Title 24, Part 3.
 - e. California Mechanical Code: Title 24, Part 4.
 - f. California Plumbing Code: Title 24, Part 5.
 - g. California Energy Code: Title 24, Part 6.
 - h. California Fire Code: Title 24, Part 9.
 - i. California Green Building Standards Code (CALGreen): Title 24, Part 11.
 - j. California Referenced Standards Code: Title 24, Part 12.

1.4 LAWS, ORDINANCES, RULES AND REGULATIONS

- A. During prosecution of Work to be done under Contract, comply with applicable laws, ordinances, rules and regulations, including, but not limited to, the following:
 - 1. Federal/National:
 - a. Americans with Disabilities Act (ADA): Latest edition; Civil Rights Division, Office on the Americans with Disabilities Act, U.S. Department of Justice

- b. National Fire Protection Association (NFPA): Life Safety Code - NFPA 101.
- c. U. S. Environmental Protection Agency (EPA): Laws and regulations.
- d. 29 CFR, Section 1910.1001, Asbestos
- e. 40 CFR, Subpart M, National Emission Standards for Asbestos
- f. Executive Order 11246
- 2. State of California:
 - a. California Code of Regulations, Titles 5, 8, 19, 21, 24
 - b. California Education Code
 - c. California Public Contract Code
 - d. California Health and Safety Code
 - e. California Government Code
 - f. California Labor Code
 - g. California Civil Code
 - h. California Code of Civil Procedure
 - i. CPUC General Order 95, Rules for Overhead Electric Line Construction
 - j. CPUC General Order 128, Rules for Construction of Underground Electric Supply and Communications Systems
- 3. State of California Agencies:
 - a. State and Consumer Services Agency
 - b. Department of Industrial Relations – Public Works
 - c. Office of the State Fire Marshal
 - d. California Environmental Protection Agency (CalEPA): State regulations and standards.
 - e. California Integrated Waste Management Board:
 - 1) General: Sustainable Building Guidelines.
 - 2) Construction Waste Management: Construction and Demolition Debris Recycling.
 - f. California State Water Resources Control Board (SWRCB): SWPPP Standards.
 - g. California Department of Toxic Substances Control (DTSC): Hazardous Waste Management standards.
- 4. City Codes:
 - a. Pittsburg Municipal Code
- 5. Local Agencies:
 - a. Bay Area Air Quality Management
 - b. County of Contra Costa
 - c. City of Pittsburg

1.5 RESERVED

PART 2 - PRODUCTS

NOT USED

PART 3 - EXECUTION

NOT USED

END OF SECTION 01 41 00

SECTION 01 42 00 – REFERENCES

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. This section includes reference standards, symbols and definitions used in Contract Documents.
2. Material and workmanship specified by reference to number, symbol, or title of specific standard such as state standard, commercial standard, federal specifications, technical society, or trade association standard, or other similar standard shall comply with requirements of standards except when more rigid requirements are specified or required by applicable codes.
3. Standards referred to, except as modified herein, shall have full force and effect as though printed in the Contract Documents. Standards are not furnished to Contractor, since manufacturers and trades involved are assumed to be familiar with their requirements.

1.2 REFERENCE TO STANDARDS AND SPECIFICATIONS OF TECHNICAL SOCIETIES; REPORTING AND RESOLVING DISCREPANCIES:

- A. Latest in Effect: Reference to standards, specifications, manuals or codes of any technical society, organization or association, or to the laws or regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard, specification, manual, code or laws or regulations in effect at the time of opening of Bids, except as may be otherwise specifically stated in the Contract Documents.
- B. Discrepancies: If during the performance of the Work, Contractor discovers any conflict, error, ambiguity or discrepancy within the Contract Documents or between the Contract Documents and any provision of any such law or regulation applicable to the performance of the Work or of any such standard, specification, manual or code or of any instruction of any supplier, Contractor shall report it in writing at once to Inspector, with copies to Project Manager and Architect/Engineer, and Contractor shall not proceed with the Work affected thereby until consent to do so is given by Project Manager.
- C. Precedence: Except as otherwise specifically stated in the Contract Documents, including Division 00 – General Conditions, Article 3, or as may be provided by Change Order, or supplemental instruction, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity or discrepancy between the provisions of the Contract Documents and:

1. The provisions of any such standard, specification, manual, code, or instruction (whether or not specifically incorporated by reference in the Contract Documents); or
2. The provisions of any such laws or regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such law or regulation).
3. No provision of any such standard, specification, manual, code or instruction shall be effective to change the duties and responsibilities of City, Contractor, Project Manager, or Architect/Engineer, or any of their subcontractors, consultants, agents, or employees, from those set forth in the Contract Documents, nor shall it be effective to assign to City, Architect/Engineer, Project Manager, or any of their consultants, agents or employees any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.

1.3 STANDARDS

AASHTO	American Association of State Highway and Transportation Officials
ACI	American Concrete Institute
AI	The Asphalt Institute
AIA	American Institute of Architects
AISC	American Institute of Steel Construction
AISI	American Iron and Steel Institute
AITC	American Institute of Timber Construction
ANSI	American National Standards Institute, Inc.
APA	American Plywood Association
APWA	American Public Works Association
AREMA	The American Railway Engineering and Maintenance-of-Way Association
ASCE	American Society of Civil Engineers
ASLA	American Society of Landscape Architects
ASME	American Society of Mechanical Engineers

ASSE	American Society of Sanitary Engineering
ASTM	American Society for Testing and Materials
AWS	American Welding Society
AWWA	American Water Works Association
BASMAA	Bay Area Stormwater Management Agencies Association
BBC	Basic Building Code, Building Officials and Code Administrators International
BFL	Bay Friendly Landscaping
CALOSHA	California Occupational Safety and Health Administration
CA MUTCD	California Manual on Uniform Traffic Control Devices
CALTRANS	State of California Department of Transportation
CBC	California Building Code
CCR	California Code of Regulations
CLFMI	Chain Link Fence Manufacturer's Institute
CRSI	Concrete Reinforcing Steel Institute
DDW	Division of Drinking Water
EIA	Electronic Industries Association
IAPMO	International Association of Plumbing and Mechanical Officials
ICBO	International Conference of Building Officials
IEEE	Institute of Electrical and Electronics Engineers
ISO	International Organization for Standardization
ITE	Institute of Traffic Engineers
MSS	Manufacturers Standardization Society
NACE	National Association of Corrosion Engineers
NBS	National Bureau of Standards
NEC	National Electrical Code

NEMA	National Electrical Manufacturer's Association
NFPA	National Fire Protection Association
OSHA	Occupational Safety and Health Administration (Federal)
PCA	Portland Cement Association
PUC	Public Utilities Commission
SSPC	Steel Structures Painting Council
STA	Seal of Testing Assurance Program
UL	Underwriters Laboratories, Inc
USCC	U S Composting Council

1.4 SYMBOLS

- A. Symbols, used only on Drawings, are shown thereon.

1.5 DEFINITIONS

- A. Wherever any of the words or phrases defined below, or a pronoun used in place thereof, is used in any part of the City Standard Specifications, it shall have the meaning here set forth:
1. ADDENDUM/ADDENDA: Written or graphic instruments issued prior to the opening of Bids which clarify, correct or change the bidding requirements or the Contract Documents.
 2. ADDITIVE BID: The sum to be added to the Base Bid if the change in scope of work as described in Additive Bid is accepted by City.
 3. AGREEMENT The Contract executed by the parties as further defined in Division 00 – General Conditions, Article 1.
 4. ALTERNATE: Work added to or deducted from the Base Bid, if accepted by City.
 5. APPROVED EQUAL: Approved in writing by City as being of equivalent quality, utility and appearance.
 6. ARCHITECT/ENGINEER:
 - a. Design Architect: The person holding a valid California State Architect's or Landscape Architect's license, whose firm has been designated within the Contract Documents to provide architectural or landscape architectural services on the project, and who may have engaged engineering subconsultants to provide services on Project.
 - b. Design Engineer: The person holding a valid California State Engineering license, whose firm has been designated within the Contract Documents to provide civil, structural, traffic or other

- engineering services on the project, and who may have engaged engineering subconsultants to provide services on Project.
- c. When the Architect/Engineer is referred to within the Contract Documents and no Architect or Engineer has in fact been designated, then the matter shall be referred to City. The term Architect/Engineer shall be construed to include all his or her consultants retained for the Project, as well as employees of the Architect/Engineer. When the designated Architect/Engineer is an employee of City, his or her authorized representatives on the Project within the district will be included under the term Architect/Engineer.
7. AS-BUILTS: Project Record Documents as required by the General Conditions and [Section 01 78 00 – Closeout Submittals](#).
 8. BID: The offer or proposal of the Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
 9. BIDDER: One who submits a Bid.
 10. BY CITY: Work that will be performed by City or its agents at the City's expense.
 11. BY OTHERS: Work that is outside scope of Work to be performed by Contractor under this Contract, which will be performed by City, other contractors, or other means.
 12. CITY: City of Pittsburg, acting through its City Council or any of its authorized agents.
 13. CITY CORPORATION YARD: Located at 357 East 12th Street, Pittsburg, CA 94565-2628.
 14. CITY ENGINEER: City employee in charge of Engineering.
 15. CITY-FURNISHED, CONTRACTOR-INSTALLED: Items furnished by City at its cost for installation by Contractor at its cost under this Contract.
 16. CITY'S PROJECT MANAGER(S): The person or persons assigned by City to be City's agent(s) or representative(s) at the site. City's authorized agent representing City on all matters of the Contract. Project Manager may authorize agents and representatives to act in carrying out Project Manager's duties, including a "Construction Manager", to act under the authority of the Project Manager. As City's agent, the Project Manager is the beneficiary of all contract obligations of Contractor to City, including without limitation, all releases and indemnities.
 17. CHANGE ORDER: A written instrument prepared by City and signed by City and Contractor, stating their agreement upon all of the following:
 - a. a change in the Work,
 - b. the amount of the adjustment in the Contract Sum, if any, and
 - c. the amount of the adjustment in the Contract Time, if any.
 18. CONCEALED: Work not exposed to view in the finished Work, including within or behind various construction elements.
 19. CONTRACT CONDITIONS: Conditions of the Contract define basic rights, responsibilities and relationships of Contractor and City and consists of two parts: General Conditions and Supplementary Conditions.

- a. General Conditions are general clauses which are common to the City Contracts.
- b. Supplementary conditions modify or supplement General Conditions to meet specific requirements for this Contract.
20. CONTRACT DOCUMENTS: Contract Documents shall consist of the documents identified as the Contract Documents in [Division 00 - General Conditions, Article 1](#), plus all changes, addenda and modifications thereto.
21. CONTRACT MODIFICATION: Either:
 - a. a written amendment to Contract signed by Contractor and City; or
 - b. a Change Order; or
 - c. a written directive for a minor change in the Work issued by City.
22. CONTRACT SUM: The sum stated in the Agreement and, including authorized adjustments, the total amount payable by City to Contractor for performance of the Work and the Contract Documents. The Contract Sum is also referred to as the Contract Price or the Contract Amount.
23. CONTRACT TIMES or CONTRACT TIME: The number or numbers of days or the dates stated in the Agreement (i) to achieve substantial completion of the Work or designated milestones and/or (ii) to complete the Work so that it is ready for final payment and is accepted.
24. CONSTRUCTION MANAGER: A representative of City with authority to act on behalf of City, as specified by City or Project Manager.
25. CONTRACTOR: The person or entity identified as such in the Agreement and referred to throughout the Contract Documents as if singular in number and neuter in gender. The term "Contractor" means the Contractor or its authorized representative.
26. CONTRACTOR'S EMPLOYEES: Persons engaged in execution of Work under Contract as direct employees of Contractor, as subcontractors, or as employees of subcontractors.
27. DATE OF SUBSTANTIAL COMPLETION: Date of Substantial Completion of Work or designated portion thereof is date certified by Project Manager when construction is sufficiently complete in accordance with Contract Documents for City to occupy Work or designated portion thereof and have beneficial use of it for the purposes intended.
28. DAY: One calendar day, unless the word "day" is specifically modified to the contrary.
29. DEFECTIVE: An adjective which, when modifying the word "Work", refers to Work that is unsatisfactory or unsuited for the use intended, faulty, or deficient, that it does not conform to the Contract Documents, or does not meet the requirements of any inspection, reference standard, test or approval referred to in the Contract Documents (including but not limited to approval of samples and "or equal" items), or has been damaged prior to final payment (unless responsibility for the protection thereof has been assumed by City). Project Manager is the judge of whether Work is defective.
30. DRAWINGS: The graphic and pictorial portions of Contract Documents, wherever located and whenever issued, showing the design, location and

- dimensions of the Work, generally including plans, elevations, sections, details, schedules and diagrams.
31. EQUAL: Equal in opinion of Project Manager. Burden of proof of equality is responsibility of Contractor.
 32. EXPOSED: Work exposed to view in the finished Work, including behind louvers, grilles, registers and various other construction elements.
 33. FINAL ACCEPTANCE or FINAL COMPLETION: City's acceptance of the Work as satisfactorily completed in accordance with Contract Documents. Requirements for Final Acceptance/Final Completion include, but are not limited to:
 - a. All Systems having been tested and accepted as having met requirements of Contract Documents.
 - b. All required instructions and training sessions having been given by Contractor.
 - c. All as-built drawings, operations and maintenance manuals, and other closeout submittals having been submitted by Contractor, and reviewed and accepted by City.
 - d. All punch list work, as directed by City, having been completed by Contractor.
 - e. All Work, except Contractor maintenance after Final Acceptance, having been completed to satisfaction of City.
 - f. See [Section 01 29 00 – Payment Procedures](#), 1.9.D regarding Final Payment.
 - g. See [Section 01 77 00 – Closeout Requirements](#).
 34. FORCE ACCOUNT: Work directed to be performed without prior agreement as to lump sum or unit price cost thereof, and which is to be billed at cost for labor, materials, equipment, taxes, and other costs, plus a specified percentage for overhead and profit.
 35. FURNISH: Supply and deliver to the jobsite.
 36. INDICATED: Shown or noted on the Drawings.
 37. INSPECTOR: The person engaged by City to inspect the workmanship, materials, or manner of construction of buildings or portions of buildings, to determine if such construction complies with the Contract Documents and applicable codes.
 38. INSTALL: Anchor, fasten, or connect in place and adjust for use; place or apply in proper position and location; establish in place for use or service.
 39. LATENT: Not apparent by reasonable inspection, including but not limited to, the inspections and research required as a condition to bidding under the General Conditions.
 40. MATERIAL OR MATERIALS: These words shall be construed to embrace machinery, manufactured articles, materials of construction (fabricated or otherwise), and any other classes of material to be furnished in connection with Contract, except where a more limited meaning is indicated by context.
 41. MILESTONE: A principal event specified in Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all Work.

42. MODIFICATION: Same as Contract Modification.
43. NOT IN CONTRACT: Work that is outside the scope of work to be performed by Contractor under this Contract.
44. NOTICE OF AWARD: A written notice given by City to lowest responsive, responsible bidder advising that Bidder's bid and other qualifying information is acceptable to City, requiring Bidder to fulfill the requirements of Article 4 of [Division 00 - General Conditions](#).
45. NOTICE TO PROCEED: A written notice given by City to Contractor fixing the date on which the Contract Time will commence to run and on which contractor shall start to perform Contractor's obligations under the Contract Documents.
46. OFF SITE: Outside geographical location of the Project.
47. OWNER: City of Pittsburg, acting through its officers, employees, or its authorized agent.
48. PROGRESS REPORT: A periodic report submitted by Contractor to City with progress payment invoices accompanying actual work accomplished to the Program Schedule. See [Section 01 32 16 - Construction Progress Schedule](#) and Reports required in [Division 00 - General Conditions](#).
49. PROJECT: Total construction of which Work performed under this Contract may be whole or part.
50. PROJECT MANUAL: Project Manual consists of Bidding Requirements, Agreement, Bonds, Certificates, Contract Conditions, Technical Specifications, and Specifications.
51. PROVIDE: Furnish and install.
52. REQUESTS FOR INTERPRETATION ("RFI"): A document prepared by Contractor requesting interpretation, information, and/or clarification regarding the Project or Contract Documents.
53. SAMPLES: Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.
54. SHOP DRAWINGS: All drawings, diagrams, illustrations, schedules and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the work.
55. SITE/JOBSITE: The particular geographical location of Work performed pursuant to Contract.
56. TECHNICAL SPECIFICATIONS: Divisions 01 through 34 – Technical Specifications, which states project-specific requirements.
57. SPECIFICATIONS: The written portion of the Contract Documents consisting of requirements for materials, equipment, construction systems, standards and workmanship for the Work, and performance of related services; and are contained in Divisions 01 through 48.
58. SPECIFIED: As written in Technical Specifications and Specifications.
59. SUBCONTRACTOR: A person or entity who has a direct contract with Contractor to perform a portion of the Work at the site. The term "subcontractor" is referred to throughout the Contract Documents as if

singular in number and neuter in gender and means a subcontractor or an authorized representative of the subcontractor. The term "subcontractor" does not include a separate contractor or subcontractors of a separate contractor.

60. SUBMITTALS: Shop drawings, samples and other items specified in [Section 01 33 00 - Submittal Procedures](#).
 61. SUBSTANTIAL COMPLETION: The Work (or a specified part thereof) has progressed to the point where, in the opinion of the Project Manager and Architect/Engineer and as evidenced by a Certificate of Substantial Completion, the Work is sufficiently complete, in accordance with Contract Documents, so that the Work (or specified part) can be utilized for the purposes for which it is intended; or if no such certificate is issued, when the Work is complete and ready for final payment as evidenced by written recommendation of Project Manager and/or Architect/Engineer for final payment. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof. See [Section 01 29 00 – Payment Procedures](#), 1.8.A.2 regarding application for payment of Substantial Completion and [Section 01 77 00 – Closeout Requirements](#).
 62. SUPPLEMENTAL INSTRUCTION: A written work change directive to Contractor from Project Manager or Architect/Engineer, approved by Project Manager, ordering alterations or modifications which do not result in change in Contract Sum or Contract Times, and do not substantially change Drawings, Technical Specifications, or Specifications.
 63. UNDERGROUND FACILITIES: All pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels or other such facilities or attachments, and any encasements containing such facilities which have been installed underground to furnish any of the following services or materials: Electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, sewage and drainage removal, traffic or other control systems or water.
 64. WORK: The entire completed construction or the various separately identifiable parts thereof required to be furnished under the Contract Documents within the Contract Time. Work includes and is the result of performing or furnishing labor and furnishing and incorporating materials and equipment into the construction, and performing or furnishing services and furnishing documents, all as required by the Contract Documents including the Drawings, Technical Specifications, and Specifications. Wherever the word "work" is used, rather than the word "Work", it shall be understood to have its ordinary and customary meaning.
 65. WORKING DAY. A working day is defined as any day, except as follows:
 - a. Saturdays, Sundays, and legal holidays
 - b. Days on which the Contractor is prevented from performing work by inclement weather or conditions resulting therefrom.
- B. Wherever words "as directed", "as required", "as permitted", or words of like effect are used, it shall be understood that direction, requirements, or permission of City

or Project Manager is intended. Words "sufficient", "necessary", "proper", and the like shall mean sufficient, necessary or proper in judgment of City or Project Manager. Words "approved", "acceptable", "satisfactory", or words of like import, shall mean approved by, or acceptable to, or satisfactory to, City or Project Manager.

- C. Wherever the word "may" is used, the action to which it refers is discretionary. Wherever the word "shall" is used, the action to which it refers is mandatory. Where a colon (:) is used within sentences or phrases, the words "shall" or "shall be" are included by inference. Such imperative statements in the specifications are directed to the Contractor, who has overall responsibility for the subcontractors.

PART 2 - PRODUCTS

NOT USED

PART 3 - EXECUTION

NOT USED

END OF SECTION 01 42 00

SECTION 01 42 13 - ABBREVIATIONS**PART 1 - GENERAL**

1.1 GENERAL

- A. Wherever in these Specifications references are made to the Standards, Specifications or other published data of the various national, regional, or local organizations, such organization may be referred to by their acronym or abbreviation only. As a guide to the use of these Specifications, the following acronyms or abbreviations which may appear in these Specifications shall have the meaning indicated herein.

1.2 ABBREVIATIONS AND ACRONYMS

AASHTO	American Association of State Highway and Transportation Officials
ACI	American Concrete Institute
AGC	Associated General Contractors
AI	The Asphalt Institute
AIA	American Institute of Architects
AISC	American Institute of Steel Construction
AISI	American Iron and Steel Institute
AITC	American Institute of Timber Construction
ANSI	American National Standards Institute, Inc.
APA	American Plywood Association
APWA	American Public Works Association
AREMA	The American Railway Engineering and Maintenance-of-Way Association
ASCE	American Society of Civil Engineers
ASLA	American Society of Landscape Architects

ASME	American Society of Mechanical Engineers
ASSE	American Society of Sanitary Engineering
ASTM	American Society for Testing and Materials
AWS	American Welding Society
AWWA	American Water Works Association
BASMAA	Bay Area Stormwater Management Agencies Association
BBC	Basic Building Code, Building Officials and Code Administrators International
BFL	Bay Friendly Landscaping
CALOSHA	California Occupational Safety and Health Administration
CA MUTCD	California Manual on Uniform Traffic Control Devices
CALTRANS	State of California Department of Transportation
CBC	California Building Code
CCR	California Code of Regulations
CFC	California Fire Code
CLFMI	Chain Link Fence Manufacturer's Institute
CPC	California Plumbing Code
CRSI	Concrete Reinforcing Steel Institute
CVC	California Vehicle Code
DBE	Disadvantaged Business Enterprise
DDW	Division of Drinking Water
EIA	Electronic Industries Association
ICBO	International Conference of Building Officials
IEEE	Institute of Electrical and Electronics Engineers
ISO	International Organization for Standardization
ITE	Institute of Traffic Engineers

MSS	Manufacturers Standardization Society
NACE	National Association of Corrosion Engineers
NBS	National Bureau of Standards
NEC	National Electrical Code
NEMA	National Electrical Manufacturer's Association
NFPA	National Fire Protection Association
OSHA	Occupational Safety and Health Administration (Federal)
PCA	Portland Cement Association
PUC	Public Utilities Commission
SSPC	Steel Structures Painting Council
STA	Seal of Testing Assurance Program
UL	Underwriters Laboratories, Inc
USCC	U S Composting Council

PART 2 - PRODUCTS

NOT USED

PART 3 - EXECUTION

NOT USED

END OF SECTION 01 42 13

SECTION 01 43 00 – QUALITY ASSURANCE

PART 1 - GENERAL

1.1 SUMMARY

- A. This section includes administrative and procedural requirements for quality assurance.
 - 1. Workmanship: Quality of work.
 - 2. Tolerances: Finished surfaces.
- B. References:
 - 1. General: Refer to [Division 00 - General Conditions](#) and [Section 01 42 00 - References](#). Products or workmanship specified in the Project Manual by association, trade, or other consensus standards shall conform to the requirements of the standard, except when more rigid requirements are specified or are required by applicable codes.
 - 2. Contractual Relationship: The contractual duties and responsibilities of the parties of the Contract and those of the Project Manager shall not be altered from the requirements of the Contract Documents by any statement or inference in any reference document.
- C. Testing: Refer to [Section 01 45 00 – Quality Control](#).

PART 2 - PRODUCTS

- 2.1 Refer to [Section 01 60 00 – Product Requirements](#); assure a consistent quality of products furnished by suppliers and manufacturers as indicated throughout the Project Manual.

PART 3 - EXECUTION

3.1 PERFORMANCE

- A. Refer to [Section 01 70 00 – Execution](#).
- B. Workmanship: Perform shop and field work with mechanics, craftspersons, artisans, and workers skilled and experienced in the fabrication and installation of work specified. Install and erect work plumb, level, square, and true, or true to indicated angle, and in proper alignment and relationship to other work. Finished work shall be free from defects and damage. Quality of work shall conform to the highest established standards and practices of the various trades required. The Project Manager reserves the right to reject materials and work quality which

does not meet accepted standards. Repair or replace substandard material or work as directed, at no additional cost to the City.

3.2 INSTALLATION

- A. General: Conduct quality control in concert with suppliers, products, services, site conditions, and workmanship, to produce work of specified quality.
- B. Manufacturer's Instructions:
 - 1. General: Follow manufacturer's instructions, including each step in progression of installation. If manufacturer's instructions conflict with Contract Documents, request clarification from Project Manager before commencing Work.
 - 2. Installer: Manufacturer approved, as required in the technical sections of the Project Manual.
 - 3. Field Services: Coordinate with manufacturer of a product, system, or assembly which requires special knowledge and skill for proper application/installation of the product, system, or assembly to obtain field service, consultation and inspection as required for the application/installation work at no additional cost to the City.
- C. Reference Standards: Conform to specified standards as minimum quality for the Work except where more stringent codes or specified requirements indicate higher standards or more precise workmanship.
- D. Anchorage: Secure products in place with positive anchorage devices designed and sized to withstand stress, vibration, physical distortion, or disfigurement.
- E. Tolerances: Adjust products to appropriate dimensions; position before securing in place. Monitor and control tolerances of installed products to produce acceptable Work.

END OF SECTION 01 43 00

SECTION 01 45 00 – QUALITY CONTROL**PART 1 - GENERAL**

1.1 SUMMARY

- A. This Section includes administrative and procedural requirements for quality-control services.
- B. Quality-control services include inspections, tests, and related actions, including reports performed by Contractor, by independent agencies, and by governing authorities. They do not include contract enforcement activities performed by Owner.
- C. Inspection and testing services are required to verify compliance with requirements specified or indicated. These services do not relieve Contractor of responsibility for compliance with Contract Document requirements.
- D. Requirements of this Section relate to customized fabrication and installation procedures, not production of standard products.
- E. Specific quality-control requirements for individual construction activities are specified in the Sections that specify those activities. Requirements in those Sections may also cover production of standard products. Refer to the following:
 - 1. [Section 03 30 00 – Utility Cast-in-place Concrete](#) - 3.9 Field Quality Control
 - 2. [Section 03 60 00 – Grouting](#) - 3.4 Field Quality Control
 - 3. [Section 31 05 13 – Clearing & Grubbing, Excavation, and Earthwork](#) – 2.5 – Source Quality Control.
 - 4. [Section 31 23 16 – Utility Trenching](#) - 3.17 Field Quality Control
 - 5. [Section 32 11 23 – Aggregate Base Courses](#) – 3.5 Field Quality Control
 - 6. [Section 32 12 16 – Asphalt Paving](#) – 1.5 Quality Control Plan & 3.13 – Field Quality Control
 - 7. [Section 32 12 17 – Asphalt Paving Rehabilitation](#) – 1.5 Quality Control Plan & 3.17 – Field Quality Control
 - 8. [Section 32 13 13 – Concrete Surface Improvements](#) – 3.5 Field Quality Control
 - 9. [Section 32 17 26 – Detectable Warning Surfacing](#) – 3.4 Field Quality Control
 - 10. [Section 33 01 30 – Testing for Sanitary Sewer, Storm Drainage – Piping and Manholes](#) – 3.3 Field Quality Control
 - 11. [Section 33 05 13 – Manholes and Structures](#) – 3.4 Field Quality Control
 - 12. [Section 33 05 17 – Precast Concrete Valve Vaults and Meter Boxes](#) – 3.4 Field Quality Control
 - 13. [Section 33 11 13 – Water Distribution Piping](#) – 3.6 Field Quality Control
 - 14. [Section 33 12 00 – Water Distribution Equipment](#) – 3.4 Field Quality Control
 - 15. [Section 33 12 13 – Water Service Connections](#) – 3.4 Field Quality Control

16. [Section 33 12 16 – Water Distribution Valves](#) – 3.4 Field Quality Control
17. [Section 33 12 19 – Water Distribution Fire Hydrants](#) – 3.4 Field Quality Control
18. [Section 33 13 00 –Disinfecting of Water Distribution](#) – 3.3 Field Quality Control
19. [Section 33 31 13 – Sanitary Sewer Piping](#) – 3.4 Field Quality Control
20. [Section 33 41 13 – Storm Drainage Piping](#) – 3.5 Field Quality Control

- F. Specified inspections, tests, and related actions do not limit Contractor's quality-control procedures that facilitate compliance with Contract Document requirements.
- G. Requirements for Contractor to provide quality-control services required by Owner, or authorities having jurisdiction are not limited by provisions of this Section.

1.2 RESPONSIBILITIES

- A. Owner's Responsibilities: Unless otherwise indicated as the responsibility of another identified entity, the Owner shall provide inspections, tests, and other quality-control services specified elsewhere in the Contract Documents and required by authorities having jurisdiction.
- B. Where individual Sections specifically indicate that certain inspections, tests, and other quality-control services are the Contractor's responsibility, the Contractor shall employ and pay a qualified independent testing agency to perform quality-control services. Costs for these services are included in the Contract Sum.'
- C. Where the Owner has engaged a testing agency for testing and inspecting part of the Work, and the Contractor is also required to engage an entity for the same or related element, the Contractor shall not employ the entity engaged by the Owner, unless agreed to in writing by the Owner.
- D. Retesting: The Contractor is responsible for retesting where results of inspections, tests, or other quality-control services prove unsatisfactory and indicate noncompliance with Contract Document requirements, regardless of whether the original test was Contractor's responsibility. Refer to [Division 00 - General Conditions, Section 7.8](#).
 1. The cost of retesting construction, revised or replaced by the Contractor, is the Contractor's responsibility and will be at no cost to the Owner where required tests performed on original construction indicated noncompliance with Contract Document requirements.
- E. Associated Services: Cooperate with agencies performing required inspections, tests, and similar services, and provide reasonable auxiliary services as requested. Notify the agency sufficiently in advance of operations to permit assignment of personnel. Auxiliary services required include, but are not limited to, the following:

1. Provide access to the Work.
 2. Furnish incidental labor and facilities necessary to facilitate inspections and tests.
 3. Take adequate quantities of representative samples of materials that require testing or assist the agency in taking samples.
 4. Provide facilities for storage and curing of test samples.
 5. Deliver samples to testing laboratories.
 6. Provide the agency with a preliminary design mix proposed for use for materials mixes that require control by the testing agency.
 7. Provide security and protection of samples and test equipment at the Project Site.
- F. Duties of the Owner: Owner will retain a qualified independent agency to perform inspections, sampling, and testing of materials and construction specified in individual Sections.
1. Upon receipt of notice from the testing agency, Owner will notify the Contractor promptly of irregularities or deficiencies identified in the testing Work performance.
 2. The agency is not authorized to release, revoke, alter, or enlarge requirements of the Contract Documents or approve or accept any portion of the Work.
 3. The agency shall not perform any duties of the Contractor.

1.3 SUBMITTALS

- A. Unless the Contractor is responsible for this service, the independent testing agency shall submit a certified written report, in duplicate, of each inspection, test, or similar service to the Owner. If the Contractor is responsible for the service, submit a certified written report, in duplicate, of each inspection, test, or similar service through the Contractor.
1. Submit additional copies of each written report directly to the governing authority, when the authority so directs.
 2. Report Data: Written reports of each inspection, test, or similar service include, but are not limited to, the following:
 - a. Date of issue.
 - b. Project title and number.
 - c. Name, address, and telephone number of testing agency.
 - d. Dates and locations of samples and tests or inspections.
 - e. Names of individuals making the inspection or test.
 - f. Designation of the Work and test method.
 - g. Identification of product and Special Conditions/Specification Section.
 - h. Complete inspection or test data.
 - i. Test results and an interpretation of test results.
 - j. Ambient conditions at the time of sample taking and testing.
 - k. Comments or professional opinion on whether inspected or tested Work complies with Contract Document requirements.

- I. Name and signature of laboratory inspector.
- m. Recommendations on retesting.

1.4 QUALITY ASSURANCE

- A. Qualifications for Service Agencies: Owner will engage inspection and testing service agencies, including independent testing laboratories, that are prequalified as complying with the American Council of Independent Laboratories' "Recommended Requirements for Independent Laboratory Qualification" and that specialize in the types of inspections and tests to be performed.
 - 1. Each independent inspection and testing agency engaged on the Project shall be authorized by (authorities having jurisdiction) to operate in the state where the Project is located.

PART 2 - PRODUCTS

NOT USED

PART 3 - EXECUTION

3.1 REPAIR AND PROTECTION

- A. General: Upon completion of inspection, testing, sample taking and similar services, repair damaged construction and restore substrates and finishes. Comply with Contract Document requirements for [Section 01 70 00 - Execution](#).
- B. Protect construction exposed by or for quality-control service activities, and protect repaired construction.

END OF SECTION 01 45 00

SECTION 01 50 00 – TEMPORARY FACILITIES AND CONTROLS**PART 1 - GENERAL****1.1 SUMMARY**

- A. This Section includes requirements for installation and removal of temporary facilities and controls, including temporary utilities, support facilities, and security and protection. See also, Division 00 – General Conditions, Article 7, including Sections 7.2, 7.4, and 7.9.
- B. Temporary utilities include, but are not limited to, the following:
 - 1. Water service and distribution.
 - 2. Temporary electric power and light.
 - 3. Temporary heat.
 - 4. Ventilation.
 - 5. Sanitary facilities, including drinking water.
 - 6. Fire protection water service.
- C. Support facilities include, but are not limited to, the following:
 - 1. Temporary enclosures.
 - 2. Temporary project identification signs and bulletin boards.
 - 3. Waste disposal services.
 - 4. Rodent and pest control.
 - 5. Signs.
- D. Security and protection facilities include, but are not limited to, the following:
 - 1. Barricades, warning signs, and lights.
 - 2. Sidewalk bridge or enclosure fence for the site.
 - 3. Environmental protection.

1.2 SUBMITTALS

- A. Temporary Utilities: Submit reports of tests, inspections, meter readings, and similar procedures performed on temporary utilities.
- B. Implementation and Termination Schedule: Within ten (10) working days of the date established for commencement of the Work, submit a schedule indicating implementation and termination of each temporary utility.
- C. Temporary Facilities Plan: Within ten (10) working days prior to scheduled installation of any temporary facility, submit a plan to the Project Manager for review and approval.

1.3 TEMPORARY FACILITIES

- A. Temporary Structures: Obtain permits for, install and maintain in safe condition, whatever scaffolds, hoisting equipment, barricades, walkways, or other temporary structures which may be required to accomplish the work on the Project. Such structures shall be adequate for the intended use and capable of safely accepting all loads that may be imposed upon them. They shall be installed and maintained in accordance with all applicable State and local codes and regulations.
- B. Temporary Heat: Provide and maintain temporary heat from an approved source whenever in the course of the Work it may become necessary for curing and drying of materials, or to warm spaces as may be required for the installation of materials or finishes.
- C. Dewatering: Provide and maintain facilities that may be required for dewatering in order that work may proceed on the Project. If it is necessary for dewatering to occur continually, have on hand whatever spare parts or equipment that may be required to prevent interruption of dewatering. If required, obtain Dewatering Permit from Delta Diablo (Sewer District) for waste discharge.
- D. Temporary Utilities: Provide and maintain all utility services necessary to perform the work under this Contract. These may include, but are not limited to, temporary electricity, water, gas, sewer and telephone, including charges and installation fees. Furnish and maintain all means of distribution of utility services required within the site to properly complete the Project.
- E. Storage: Store materials, tools, accessories, etc., only where directed by City. Keep storage area neat and clean. Security of stored items is Contractor's responsibility.
- F. Flammable Materials: When flammable materials are stored on site, take extra precautions, including clear identification.
- G. Sanitary Facilities: Provide and maintain temporary toilets and wash facilities in quantities and locations as required by CAL/OSHA and other local codes and regulations. Keep them maintained and supplied in a usable and sanitary condition at all times.
- H. Drinking Water: Provide and maintain adequate potable water stations at site until final completion of the Project.
- I. Field Office: If required by the Special Conditions, maintain an office at the Project site which will be the Contractor's headquarters for the Project. Any communications delivered to this office shall be considered as delivered to Contractor. Location and size of office shall be such that it will adequately serve

the needs of Contractor's superintendent and assistants in the performance of their duties.

- J. Removal of Temporary Facilities: Promptly remove temporary facilities when they are no longer needed for the work or for completion of the Project, mutually agreed upon by Contractor and City.
- K. Fire Hydrant: Provide site access and operational fire hydrant prior to any combustible construction on site. Fire hydrants to be relocated shall remain operational until the replacement fire hydrant is operational.

1.4 QUALITY ASSURANCE

- A. Regulations: Comply with industry standards and applicable laws and regulations of authorities having jurisdiction including, but not limited to, the following:
 - 1. Building code requirements.
 - 2. Health and safety regulations.
 - 3. Utility company regulations.
 - 4. Police, fire department, and rescue squad rules.
 - 5. Environmental protection regulations.
- B. Standards: Comply with the following:
 - 1. NFPA 241 "Standard for Safeguarding Construction, Alterations, and Demolition Operations,"
 - 2. ANSI A10 Series standards for "Safety Requirements for Construction and Demolition," and
 - 3. NECA Electrical Design Library "Temporary Electrical Facilities."
- C. Electrical Service:
 - 1. Comply with NEMA, NECA, and UL standards and regulations for temporary electric service.
 - 2. Install service in compliance with NFPA 70 "National Electric Code" and PG&E Green Book, latest edition.
- D. Inspections: Arrange for authorities having jurisdiction to inspect and test each temporary utility before use. Obtain required certifications and permits.

1.5 SIGNS

- A. No signs may be displayed on or about City's property (except those required by law) without City's specific approval; the size, content, and location to be as specified by City.

1.6 PROJECT CONDITIONS

- A. Temporary Utilities: Prepare a schedule indicating dates for implementation and termination of each temporary utility. At the earliest feasible time, when acceptable to the Owner, change over from use of temporary service to use of permanent service.
- B. Conditions of Use: Keep temporary services and facilities clean and neat in appearance. Operate in a safe and efficient manner. Relocate temporary services and facilities as the Work progresses. Do not overload facilities or permit them to interfere with progress. Take necessary fire-prevention measures. Do not allow hazardous, dangerous, or unsanitary conditions, or public nuisances to develop or persist on-site.
- C. Use of Roadways and Walkways: Do not block or interfere with use of any existing roadway, walkway or other facility for vehicular or pedestrian traffic, from any party entitled to use it. Wherever and whenever such interference becomes necessary for the proper and convenient performance of the Work, and no satisfactory detour route exists, before beginning the interference, notify City and post signs at least 72 hours in advance of such interference, and provide a satisfactory detour, including temporary bridge if necessary, or other proper facility for traffic to pass around or over the interference. Maintain the detour in a safe and satisfactory condition as long as the interference continues, all without extra payment unless otherwise expressly stipulated in the Special Conditions. Refer to [Section 01 55 26 – Temporary Traffic Control](#).

PART 2 - PRODUCTS

2.1 MATERIALS

- A. General: Provide new materials. If acceptable to the Owner's Representative, the Contractor may use undamaged, previously used materials in serviceable condition. Provide materials suitable for use intended.
- B. Lumber and Plywood:
 - 1. For job-built temporary offices, shops, and sheds within the construction area, provide UL-labeled, fire-treated lumber and plywood for framing, sheathing, and siding.
 - 2. For signs and directory boards, provide exterior-type, Grade B-B high-density concrete form overlay plywood of sizes and thicknesses indicated.
 - 3. For fences and vision barriers, provide minimum 3/8-inch-thick exterior plywood.
 - 4. For safety barriers, sidewalk bridges, and similar uses, provide minimum 5/8-inch-thick exterior plywood.

- C. Gypsum Wallboard: Provide gypsum wallboard on interior walls of temporary offices.
- D. Roofing Materials: Provide UL Class A standard-weight asphalt shingles or UL Class C mineral-surfaced roll roofing on roofs of job-built temporary offices, shops, and sheds.
- E. Paint: Comply with requirements of [Section 09 90 00 – Painting and Coating](#). For sign panels and applying graphics, provide exterior-grade alkyd gloss enamel over exterior primer.
- F. Tarpaulins: Provide waterproof, fire-resistant, UL-labeled tarpaulins with flame-spread rating of 15 or less. For temporary enclosures, provide translucent, nylon-reinforced, laminated polyethylene or polyvinyl chloride, fire-retardant tarpaulins.
- G. Water: Provide potable water approved by local health authorities.
- H. Open-Mesh Fencing: Provide 0.120-inch-thick, galvanized 2-inch chain link fabric fencing 6 feet high with galvanized steel pipe posts; 1-1/2 inches I.D. for line posts and 2-1/2 inches I.D. for corner posts.

2.2 EQUIPMENT

- A. General: Provide new equipment. The Contractor may use undamaged, previously used equipment in serviceable condition. Provide equipment suitable for use intended.
- B. Water Hoses: For non-potable use (construction water) provide 3/4-inch, heavy-duty, abrasion-resistant, flexible rubber hoses 100 feet long, with pressure rating greater than the maximum pressure of the water distribution system. Provide adjustable shutoff nozzles at hose discharge and backflow devices as required per City standards.
- C. Electrical Outlets: Provide properly configured, NEMA-polarized outlets to prevent insertion of 110- to 120-Volt plugs into higher voltage outlets. Provide receptacle outlets equipped with ground-fault circuit interrupters, reset button, and pilot light for connection of power tools and equipment.
- D. Electrical Power Cords: Provide grounded extension cords. Use hard-service cords where exposed to abrasion and traffic. Provide waterproof connectors to connect separate lengths of electric cords if single lengths will not reach areas where construction activities are in progress. Do not exceed safe length-voltage ratio.
- E. Lamps and Light Fixtures: Provide general service lamps of wattage required for adequate illumination. Provide guard cages or tempered-glass enclosures where exposed to breakage. Provide exterior fixtures where exposed to moisture.

- F. Heating Units: Provide temporary heating units that have been tested and labeled by UL, FM, or another recognized trade association related to the type of fuel being consumed.
- G. Temporary Offices: If required by the Special Conditions, provide prefabricated or mobile units or similar job-built construction with lockable entrances, operable windows, and serviceable finishes. Provide heated and air-conditioned units on foundations adequate for normal loading.
- H. Temporary Toilet Units: Provide self-contained, single-occupant toilet units of the chemical, aerated recirculation, or combustion type. Provide units properly vented and fully enclosed with a glass-fiber-reinforced polyester shell or similar nonabsorbent material.
- I. Fire Extinguishers: Provide hand-carried, portable, UL-rated, Class A fire extinguishers for temporary offices and similar spaces. In other locations, provide hand-carried, portable, UL-rated, Class ABC, dry-chemical extinguishers or a combination of extinguishers of NFPA-recommended classes for the exposures.
- J. Comply with NFPA 10 and NFPA 241 for classification, extinguishing agent, and size required by location and class of fire exposure.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Use qualified personnel for installation of temporary facilities. Locate facilities where they will serve the Project adequately and result in minimum interference with performance of the Work. Relocate and modify facilities as required.
- B. Provide each facility ready for use when needed to avoid delay. Maintain and modify as required. Do not remove until facilities are no longer needed or are replaced by authorized use of completed permanent facilities.

3.2 TEMPORARY UTILITY INSTALLATION

- A. General: Engage the appropriate local utility company to install temporary service or connect to existing service. Where company provides only part of the service, provide the remainder with matching, compatible materials and equipment. Comply with company recommendations.
 - 1. Arrange with company and existing users for a time when service can be interrupted, if necessary, to make connections for temporary services.
 - 2. Provide adequate capacity at each stage of construction. Prior to temporary utility availability, provide trucked-in services.
 - 3. Obtain easements to bring temporary utilities to the site where the Owner's

easements cannot be used for that purpose.

- B. Water Service: Install water service and distribution piping of sizes and pressures adequate for construction until permanent water service is in use. Sterilize temporary water piping prior to use in compliance with City Standards. Refer to [Section 33 13 00 - Disinfecting of Water Distribution](#).
- C. Temporary Electric Power Service: Provide weatherproof, grounded electric power service and distribution system of sufficient size, capacity, and power characteristics during construction period. Include meters, transformers, overload-protected disconnects, automatic ground-fault interrupters, and main distribution switchgear. Install wiring overhead and rise vertically where least exposed to damage.
- D. Temporary Lighting: When overhead floor or roof deck has been installed, provide temporary lighting with local switching. Install and operate temporary lighting that will fulfill security and protection requirements without operating the entire system. Provide temporary lighting that will provide adequate illumination for construction operations and traffic conditions.
- E. Temporary Heat: Provide temporary heat required by construction activities for curing or drying of completed installations or for protection of installed construction from adverse effects of low temperatures or high humidity. Select safe equipment that will not have a harmful effect on completed installations or elements being installed. Coordinate ventilation requirements to produce the ambient condition required and minimize consumption of energy. Ventilate enclosed areas to achieve curing of materials, to dissipate humidity, and to prevent accumulation of dust, fumes, vapors, or gases.
- F. Heating Facilities: Except where the Owner authorizes use of the permanent system, provide vented, self-contained, LP-gas or fuel oil heaters with individual space thermostatic control.
- G. Sanitary Facilities: Provide lockable temporary toilets and wash facilities. Comply with regulations and health codes for the type, number, location, operation, and maintenance of fixtures and facilities. Install where facilities will best serve the Project's needs. Locate away from storm drainage inlets and other water bodies. Provide toilet tissue, paper towels, paper cups, and similar disposable materials for each facility. Provide covered waste containers for used material.

3.3 SUPPORT FACILITIES INSTALLATION

- A. Locate field offices, storage sheds, and other temporary construction and support facilities for easy access. Location will be subject to City's approval.
- B. Provide incombustible construction for offices, shops, and sheds located within the construction area or within 30 feet of building lines. Comply with requirements of NFPA 241.
- C. Field Offices: Provide insulated, weather tight temporary offices of sufficient size to accommodate required office personnel at the Project Site. Keep the office clean and orderly for use for small progress meetings.
- D. Storage and Fabrication Sheds: Install storage and fabrication sheds sized, furnished, and equipped to accommodate materials and equipment involved, including temporary utility service. Sheds may be open shelters or fully enclosed spaces within the building or elsewhere on-site.
- E. Temporary Enclosures: Provide temporary enclosures for protection of construction, in progress and completed, from exposure, foul weather, other construction operations, and similar activities.
 - 1. Where heat is needed and the permanent building enclosure is not complete, provide temporary enclosures where there is no other provision for containment of heat. Coordinate enclosure with ventilating and material drying or curing requirements to avoid dangerous conditions and effects.
 - 2. Install tarpaulins securely, with incombustible wood framing and other materials. Close openings of 25 square feet or less with plywood or similar materials.
 - 3. Close openings through floor or roof decks and horizontal surfaces with load-bearing, wood-framed construction.
- F. Temporary Exterior Lighting: Install exterior yard and sign lights so signs are visible when Work is being performed.
- G. Collection and Disposal of Waste: Collect waste from construction areas and elsewhere daily. Comply with requirements of NFPA 241 for removal of combustible waste material and debris. Enforce requirements strictly. Do not hold materials more than 7 days during normal weather or 3 days when the temperature is expected to rise above 80 deg F. Handle hazardous, dangerous, or unsanitary waste materials separately from other waste by containerizing properly. Dispose of material lawfully.
- H. Rodent and Pest Control: Before deep foundation work has been completed, retain an Integrated Pest Management (IPM) Certified exterminator or pest control company to recommend practices to minimize attraction and harboring of rodents, roaches, and other pests. Employ this service to perform extermination and

control procedures at regular intervals so the Project will be free of pests and their residues at Substantial Completion. Perform control operations lawfully, using EPA recommended environmentally safe materials.

3.4 SECURITY AND PROTECTION FACILITIES INSTALLATION

- A. Temporary Fire Protection: Until fire-protection needs are supplied by permanent facilities, install and maintain temporary fire-protection facilities of the types needed to protect against reasonably predictable and controllable fire losses. Comply with NFPA 10 "Standard for Portable Fire Extinguishers" and NFPA 241 "Standard for Safeguarding Construction, Alterations, and Demolition Operations."
 - 1. Locate fire extinguishers where convenient and effective for their intended purpose, but not less than one extinguisher on each floor at or near each usable stairwell.
 - 2. Store combustible materials in containers in fire-safe locations.
 - 3. Maintain unobstructed access to fire extinguishers, fire hydrants, temporary fire-protection facilities, stairways, and other access routes for fighting fires. Prohibit smoking in hazardous fire-exposure areas.
 - 4. Provide supervision of welding operations, combustion-type temporary heating units, and similar sources of fire ignition.
- B. Permanent Fire Protection: At the earliest feasible date in each area of the Project, complete installation of the permanent fire-protection facility, including connected services, and place into operation and use. Instruct key personnel on use of facilities.
- C. Barricades, Warning Signs, and Lights: Comply with standards and code requirements for erection of structurally adequate barricades. Paint with appropriate colors, graphics, and warning signs to inform personnel and the public of the hazard being protected against. Where appropriate and needed, provide lighting, including flashing red or amber lights.
- D. Enclosure Fence: Before construction begins, install an enclosure fence with lockable entrance gates. Provide open-mesh, chain link fencing with posts. Locate where indicated, or enclose the entire site or the portion determined sufficient to accommodate construction operations. Install in a manner that will prevent people, dogs, and other animals from easily entering the site, except by the entrance gates.
- E. Security Enclosure and Lockup: Install substantial temporary enclosure of partially completed areas of construction. Provide locking entrances to prevent unauthorized entrance, vandalism, theft, and similar violations of security.
- F. Environmental Protection: Provide protection, operate temporary facilities, and conduct construction in ways and by methods that comply with environmental

regulations, and minimize the possibility that air, waterways, and subsoil might be contaminated or polluted or that other undesirable effects might result. Avoid use of tools and equipment that produce harmful noise. Restrict use of noise-making tools and equipment to hours that will minimize complaints from persons or firms near the site. Contractor is responsible for locking, and any vandalism, theft, unauthorized access and violation are Contractor's responsibility.

3.5 SIGNS

- A. Project Construction Sign: Provide minimum 32-square foot Project identification sign of wood frame and exterior grade plywood construction painted, with exhibit lettering by professional sign painter.

3.6 OPERATION, TERMINATION, AND REMOVAL

- A. Supervision: Enforce strict discipline in use of temporary facilities. Limit availability of temporary facilities to essential and intended uses to minimize waste and abuse.
- B. Maintenance: Maintain facilities in good operating condition until removal. Protect from damage by freezing temperatures and similar elements.
 - 1. Maintain operation of temporary enclosures, heating, cooling, humidity control, ventilation, and similar facilities on a 24-hour basis where required to achieve indicated results and to avoid possibility of damage.
 - 2. Protection: Prevent water-filled piping from freezing. Maintain markers for underground lines. Protect from damage during excavation operations.
- C. Termination and Removal: Remove each temporary facility when the need has ended, when replaced by authorized use of a permanent facility, or no later than Substantial Completion. Complete or, if necessary, restore permanent construction that may have been delayed because of interference with the temporary facility. Repair damaged Work, clean exposed surfaces, and replace construction that cannot be satisfactorily repaired.
 - 1. Materials and facilities that constitute temporary facilities are the Contractor's property.
 - 2. Remove temporary paving not intended for or acceptable for integration into permanent paving. Where the area is intended for landscape development, remove soil and aggregate fill that do not comply with requirements for fill or subsoil in the area. Remove materials contaminated with road oil, asphalt and other petrochemical compounds, and other substances that might impair growth of plant materials or lawns. Repair or replace street paving, curbs, and sidewalks at the temporary entrances, as required by the governing authority.
 - 3. At Substantial Completion, clean and renovate permanent facilities used during the construction period including, but not limited to, the following:
 - a. Replace air filters and clean inside of ductwork and housings.
 - b. Replace significantly worn parts and parts subject to unusual operating conditions.

- c. Replace lamps burned out or noticeably dimmed by hours of use.

END OF SECTION 01 50 00

SECTION 01 71 13 – MOBILIZATION**PART 1 - GENERAL****1.1 SUMMARY**

- A. Section includes but not limited to:
1. mobilization and demobilization;
 2. preparatory work and activities those necessary for the movement of personnel, equipment, supplies, and incidentals to the job site;
 3. for the establishment of all offices, building, trailers, and other facilities necessary for work on the project;
 4. submittals, bonding and insurance requirements;
 5. public notifications in English and Spanish;
 6. contacting and notifying the utility companies;
 7. fabricating and installing project identification signs;
 8. private property owner agreement for storage facilities;
 9. and for all other work and activities which must be performed or costs incurred prior to beginning work on the various contract items on the project site.

1.2 REFERENCES

- A. Cal/OSHA – California Division of Occupation Safety and Health
- B. Underground Services Alert (USA)

1.3 SUBMITTALS

- A. [Section 01 33 00 - Submittal Procedures](#): Requirements for submittals.
- B. Measurement and Payment:
1. When mobilization is included as a bid item, measurement will be made as a percentage of the costs incurred according to the list submitted except that not more than 75% of the bid price shall be paid prior to the final estimate for payment being due, said remaining 25% paid upon completion of cleanup and removal and demobilization with final payment.
 2. When the contract does not include a contract pay item for mobilization, full compensation for any necessary mobilization required shall be considered as included in the prices paid for the various contract items of work involved and no additional compensation will be allowed therefore.

3. The contract price paid for mobilization shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in mobilization and demobilization including the items listed in Part 1.1 of this Section as specified herein, and no additional compensation shall be made therefor.
4. Mobilization shall be considered as a non-adjustable contract item. Any contract change orders shall be considered as including full compensation for mobilization.

PART 2 - PRODUCTS

NOT USED

PART 3 - EXECUTION

3.1 MOBILIZATION

- A. Mobilization shall consist of preparatory work and activities listed in Part 1.1 above.
- B. The Contractor shall insure that adequate existing sanitation facilities are available or the Contractor shall provide and maintain adequate sanitation facilities. All wastes and refuse from sanitary facilities provided by the Contractor's operations shall be disposed of away from the site in accordance with all laws and regulations pertaining thereto.
- C. Mobilization shall also include demobilization upon completion of work and cleanup of the site.
- D. The contractor shall provide all labor, materials, equipment and incidentals to prepare the site for the timely start and efficient completion of all work. This includes obtaining all necessary licenses and permits, providing required submittals including but not limited to a detailed project schedule.
- E. Mobilization shall also include notifications to all existing utility companies as shown on the Drawings as first order of work.

END OF SECTION 01 71 13

SECTION 01 73 29 – CUTTING AND PATCHING

PART 1 - GENERAL

1.1 SUMMARY

- A. General: This section includes requirements for cutting and patching.

1.2 QUALITY ASSURANCE

- A. Installers: Employ skilled and experienced installers to perform cutting and patching.

1.3 SUBMITTALS

- A. Written Request: Submit written request in advance of cutting or altering elements affecting:
 - 1. Structural integrity of element.
 - 2. Integrity of weather-exposed or moisture-resistant elements.
 - 3. Efficiency, maintenance, or safety of element.
 - 4. Visual qualities of sight-exposed elements.
 - 5. Work of Owner or separate contractor.
- B. Request Requirements: Project name and location; description of all affected work; explanation of necessity for cutting, alteration or excavation; impact on the work of the Owner or any separate contractor, or on the structural or weatherproof integrity of the building; description of proposed work, including scope of cutting, patching, alteration, or excavation, products proposed to be used, trades who will complete the work, and extent of refinishing to be done; alternatives to cutting and patching; cost proposal, when applicable; written permission from any separate contractor whose work will be affected.
- C. Product Substitutions: Should conditions of Work or schedule indicate change of products from original installation, submit request for substitution as specified in [Section 01 25 00 - Substitution Procedures](#).
- D. Field Observation: Submit written notice to Project Manager designating date and time work will be uncovered.

PART 2 - PRODUCTS

NOT USED

PART 3 - EXECUTION**3.1 EXAMINATION**

- A. General: Inspect existing conditions; include elements subject to damage or movement during cutting and patching.
- B. After Uncovering Work: Inspect conditions affecting the installation of products, or performance of Work.
- C. Unsatisfactory Conditions: Report unsatisfactory or questionable conditions to the Project Manager in writing; do not proceed with work until Project Manager has provided further instructions.

3.2 PREPARATION

- A. Temporary Support: Provide as necessary to assure structural value or integrity of affected portion of Work.
- B. Protection:
 - 1. Provide devices and methods to protect other portions of the Project from damage.
 - 2. Provide protection from elements for that portion of the Project which may be exposed by cutting and patching, and maintain excavations free from water.

3.3 PERFORMANCE

- A. Cutting and Patching: Execute cutting, fitting, and patching, including excavation and fill if required, to complete Work and to:
 - 1. Fit the several parts together, to integrate with other Work.
 - 2. Uncover Work to install or correct ill-timed Work.
 - 3. Remove and replace defective and nonconforming Work.
 - 4. Remove samples of installed Work for testing.
 - 5. Provide openings in elements of Work for penetrations of mechanical and electrical Work.
- B. Methods: Execute Work by methods to avoid damage to other Work and to provide proper surfaces to receive patching and finishing. Cut masonry and concrete materials using masonry saw or core drill.
- C. Restoration: Restore Work with new products according to requirements of Contract Documents. In the case of failure to protect existing or new work, Contractor shall be responsible for costs to repair damage and for restoring the work.

- D. Penetrations: Fit Work tight to pipes, sleeves, ducts, conduits, and other penetrations through surfaces. Maintain integrity of wall, ceiling, or floor construction; completely seal voids.
- E. Refinishing: Refinish surfaces to match adjacent finishes. For continuous surfaces, refinish to nearest intersection; for assembly, refinish entire unit.
- F. Hazardous Conditions: Identify hazardous substances or conditions exposed during the Work to Project Manager for decision or remedy.

END OF SECTION 01 73 29

SECTION 01 74 19 – CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL

PART 1 - GENERAL

1.1 SUMMARY

- A. Description: Provide Construction Waste Management including salvaging, recycling, and disposing of nonhazardous construction waste, as shown and specified per Contract Documents.

PART 2 - PRODUCTS

2.1 WASTE MANAGEMENT PLAN

- A. General: Develop plan, consisting of waste identification and construction methods employed to reduce the amount of waste generated, including separate sections for demolition and construction waste, to re-use and recycle minimum 75% of construction waste materials generated by the Work. Indicate quantities by weight or volume; use same units of measure throughout waste management plan.
- B. Quality Requirements: Refer to [Section 01 42 00 - References](#) for reference standards, applicable codes and definitions, and to the following:
 - 1. American National Standards Institute (ANSI): ANSI 10.2 - Safety Code for Building Construction.
 - 2. American Society for Testing and Materials (ASTM): Materials and testing standards as identified throughout this Section or within referenced manufacturers' standard specifications.
 - 3. California Building Code (CBC): California Green Building Standards Code (CALGreen), latest edition: Title 24, Part 11.
 - 4. California Department of Resources Recycling and Recovery (CalRecycle):
 - a. General: Sustainable Building Guidelines.
 - b. Recycling and Recovery: Construction and Demolition Debris Recycling guidelines.
 - 5. California Occupational Safety and Health Administration (CalOSHA): Construction Safety Orders; 29 CFR, PART 1926 Safety and Health Regulations for Construction.
 - 6. Construction & Demolition Recycling Association (CDRA): Standards and guidelines.
 - 7. Regulatory Requirements: Comply with hauling and disposal regulations of authorities having jurisdiction.

PART 3 - EXECUTION**3.1 PREPARATION**

- A. General: Review Waste Management Plan procedures and identify locations established for salvage, recycling, and disposal. Designate and label specific areas on the site for separating materials to be salvaged, recycled, reused, donated, and sold.

3.2 IMPLEMENTATION

- A. City of Pittsburg Construction & Demolition (C&D) Recycling and Waste Management requires at least 65% job-site waste materials diverted from the landfill.
- B. For newly constructed buildings, demolition projects and all locally permitted additions and alterations to non-residential buildings or structures, Contractor shall submit the C&D Debris Waste Management Plan (WMP) showing diverting from landfills at least 65% of the construction materials generated by the project.
- C. Contractor may deliver all approved recycling materials such as wood, metal, plastics, concrete, roofing, cardboard, dirt, sheetrock, tires, appliances, mattresses, box springs, propane tanks, and electronic waste to Contra Costa Waste Service also known as Recycling Center & Transfer Station (RCTS), located at 1300 Loveridge Road, Pittsburg, California. All materials shall be weighed at the RCTS. For any material code of "CD" (Construction & Demolition Material Processing), 100% diversion rate will be applied to receipts indicating the material code "CW" (Clean Wood), "CG" (Clean Green), or "CR" (Clean Roofing).
- D. Recycled Materials: Separate recyclable waste from other waste materials, trash, and debris. Provide properly marked containers or bins for controlling recyclable waste until they are removed from Project site. Store materials away from construction area, off the ground and protect from the weather; do not store within drip line of remaining trees. Transport recyclable waste off Owner's property to recycling receiver or processor.
- E. Disposal: Except for items or materials to be salvaged, recycled, or otherwise reused, remove waste materials from Project site and legally dispose of them in a landfill or incinerator acceptable to authorities having jurisdiction. Except as otherwise specified, do not allow waste materials that are to be disposed of to accumulate on-site. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas. Burning and burying of materials is not allowed.
- F. Contractor shall submit the following WMP and Water Assessment table forms.



CITY OF PITTSBURG
65 Civic Avenue
Pittsburg, CA 94565

**CONSTRUCTION AND DEMOLITION DEBRIS
WASTE MANAGEMENT PLAN (WMP)**

For City Use Only	
Project No.	_____
Date	_____ Fee \$ _____
Deposit Amount \$	_____
<input type="checkbox"/>	Approved WMP
<input type="checkbox"/>	Approved Infeasibility Exemption
<input type="checkbox"/>	Denied _____
<input type="checkbox"/>	Further information required _____
Staff Initials	_____

The City of Pittsburg C&D Recycling and Waste Management requirement states that at least 75% diversion of job-site waste materials from the landfill. In order to process the application request, the following form must be completed, signed and submitted with an application fee.

- WMP Application Approval Request WMP Infeasibility Exemption Request

Property Owner Name/Ph.# _____
 Job-site Address: _____
 Contractor/Project Manager: _____
 Address: _____
 Phone Number: _____
 Cellular Phone Number: _____
 Fax Number: _____

Property Owner's Signature / Date

Contractor/Project Manager's Signature / Date

1. Briefly state how materials will be sorted for recycling and/or salvage on the job site. See *Waste Assessment Table on back page*. Attach additional pages if necessary. *If no materials are targeted for recycling or salvage, please state why.

2. Will this project require the use of sub-contractors? Yes No If yes, briefly state how you plan to inform and ensure participation by the sub-contractors of your job-site recycling and waste management responsibility.

Complete Other Side →

WASTE ASSESSMENT TABLE

- I. BEFORE START OF PROJECT: Identify the type of materials to be recycled, salvaged or disposed from the job-site in **Section I** of the Waste Assessment table. Identify the handling procedure, hauler and/or destination of each material type.
- II. UPON COMPLETION OF PROJECT: **Section II** is to be filled out with supporting documentation upon completion of project. Indicate the material **types and quantities** recycled, salvaged or disposed from this job-site. Official weight tags must be submitted with this completed report identifying 1) job site address, 2) weight of load(s), 3) material type(s) and 4) if materials were recycled, salvaged or disposed.

Material Type ↓	Section I Identify materials (✓)			Handling procedure, hauler or final destination of materials* (See #1)	Section II Quantity of each material (lbs)			City Use Only Acceptable weight tag(s) (staff initials)
	Recycle	Salvage	Landfill		Recycled	Salvaged	Landfilled	
Asphalt & Concrete								
Brick, Tile								
Building materials-doors, windows, fixtures, cabinets								
Cardboard								
Dirt/Clean Fill								
Drywall								
Carpet padding/ Foam								
Plate/window Glass								
Scrap Metals (steel, aluminum, brass, copper, etc.)								
Unpainted Wood & Pallets								
Yard Trimmings (brush, trees, stumps, etc.)								
Other:								
Garbage								
TOTALS								% Recycled

FOR CITY USE ONLY – PROJECT COMPLETION (version 11-08)

Full Compliance
 Good Faith Effort to Comply
 Non-Compliance
 Return of Deposit
 Yes
 No
 Amount \$ _____
 Staff Signature _____ / _____
 Date _____

END OF SECTION 01 74 19

SECTION 02 32 19 – EXPLORATORY EXCAVATIONS

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes: Exploratory excavation by potholing at all utility conflicts including the locations identified on the plans to determine the location, depth, width, pipe diameter or concrete ductbank thickness, type and condition of existing underground utilities.

1.2 REFERENCES

- A. Cal/OSHA – California Division of Occupation Safety and Health
- B. Caltrans Standard Specifications
 1. Section 15 – Existing Facilities
 2. Section 19 - Earthwork
- C. Underground Services Alert (USA)

1.3 SUBMITTALS

- A. [Section 01 33 00 - Submittal Procedures](#): Requirements for submittals.
- B. Submittal Data:
 1. Contractor shall contact USA to verify the actual location of the pothole prior to beginning pothole. Submit letters or correspondences of advance notifications to the utility companies as listed below in Part 3.
 2. Contractor shall apply and pay for all permits connected with the Work.
 3. Contractor shall submit temporary traffic control plan for City's approval prior to beginning any exploratory excavation.
 4. Contractor shall submit potholing methodology.
 5. Contractor shall submit photographs in jpeg or PDF format of the pothole locations with the pothole number identified on the photograph as designated below.
 6. Pothole data shall also include the thickness of asphalt concrete/Portland cement concrete pavement and aggregate base.

7. At a minimum, pothole data shall be submitted in a tabular format. See sample potholing submittal format below:

#	Utility	Pipe diameter (inch)	Concrete ductbank Width x Depth	Depth to top of pipe or concrete ductbank	Material	AC/AB Depth (inch)	Northing or Distance from fixed object A	Easting or Distance from fixed object B
PH#1	Water	12	-	3'-6"	PVC	4/8	15 ft from FH	12 ft from SSMH
PH#2	Telecom Duct	-	2 ft x 3 ft	4'-2"	Concrete Ductbank	6/10	22 ft from SDMH	40 ft from WV

1.4 MEASUREMENT & PAYMENT

- A. Measurement: For measurement of Exploratory excavations (potholing) performed by the Contractor, an exploratory excavation (potholing) will be counted as complete when the intended pipe is exposed, measured, the data has been submitted in the tabular format as specified above, reviewed and approved by the Project Manager, the pothole is backfilled and the surface restoration including any striping is restored. Empty potholes will not be counted as complete.
- B. Payment: The Contract unit price paid for Exploratory Excavations (potholing) shall include full compensation for furnishing all labor, tools, equipment's, incidentals for exploratory excavations by potholing to verify the location, depth, diameter, material and thickness of the existing underground utility, including contacting USA, utility companies, permits, traffic control, compliance with Cal/OSHA, saw cut, excavation, exposing the existing underground utility, measuring depths, diameter and distances as required, backfill, surface restoration, striping restoration, submitting the pothole data in a tabular format for review and approval by the Project Manager, as shown on the Drawings, as specified in the City Standard Specifications and as directed by the Project Manager.
- C. Full compensation pay clause for furnishing all labor, tools, equipment's, incidentals for exploratory excavations by potholing for any utility conflicts not identified on the Drawings including exploratory excavations by potholing to verify the location, depth, diameter, material and thickness of the existing underground utility, including contacting USA, utility companies, permits, traffic control, compliance with Cal/OSHA, saw cut, excavation, exposing the existing underground utility, measuring depths, diameter and distances as required, backfill, surface restoration, striping restoration, shall be considered as incidental

to the item most closely related to and no separate compensation will be allowed therefor.

PART 2 - PRODUCTS

NOT USED

PART 3 - EXECUTION

3.1 POTHOLING

- A. Contractor shall be responsible for notifying the utility companies for any inspections prior to potholing.
- B. Contractor shall be responsible for locating utilities and providing utility markings of the underground utilities prior to potholing.
- C. Where gas distribution or gas transmission lines are present, Contractor shall have a PG&E representative present on site during potholing.
- D. Contractor shall be responsible for contacting and notifying the utility companies three (3) working days prior to beginning any potholing. Contractor shall be responsible for coordinating any inspections with the respective utility company.
- E. Two (2) weeks prior to any construction, potholing shall be performed at all utility conflicts and at all pothole locations shown on the Drawings in order to determine the location, depth, width, pipe diameter, thickness type and condition of existing underground utilities and shall conform to the Technical Specifications.
- F. Potholing will be a separate move-in from the underground utility trenching and will be separate from the trenching operations; Exploratory excavations shall be performed with potholing equipment. Potholing as part of the trenching operations is not an acceptable method. Potholing will be shown as a separate line item in the project construction schedule.
- G. The methods such as vacuum potholing and other excavation methods used by the Contractor for potholing shall be approved by the Project Manager in advance of commencing any work, along with the required traffic controls.
- H. After the completion of the USA markings, but before the actual potholing, Contractor will host a field meeting with the City to review the locations of the potholes which will be painted in the field. During the meeting, the Project Manager may relocate the potholes based on the field conditions. The Contractor's price bid will include allowance for moving the locations of the

potholes during the pre-pothole site meeting. No guarantee is made as to the exact locations of the existing utilities.

- I. The Contractor shall provide the Project Manager in a tabular format the location, type, depth, diameter and condition of each utility found prior to commencing construction. The potholing table shall include a neatly redlined plan. No trenching work shall be performed until the Project Manager reviews the potholing information submitted by the Contractor.
- J. Contractor shall provide the potholing information to the Project Manager and allow one (1) week for any necessary revisions to the design plan and profiles prior to sawcutting and trenching of the proposed pipe alignment or as shown on the Drawings.
- K. The Contractor shall take care not to damage any existing facilities during potholing. Existing facilities damaged by the Contractor's operations shall be repaired or replaced to the satisfaction of the City Engineer and Utility companies, all at the Contractor's expense.
- L. Backfill with Controlled Low Strength Materials (CLSM) and complete surface restoration to match existing conditions in kind.
- M. When pothole locations are located in concrete pavement, Contractor shall remove and replace concrete pavement and base from the nearest joint to joint to match the existing concrete pavement thickness.

END OF SECTION 02 32 19

SECTION 02 41 00 - DEMOLITION**PART 1 - GENERAL**

1.1 SUMMARY

- A. Section Includes but not limited to:
1. Demolition & Permits
 2. Removal and Disposal
 3. Recycling & Salvaging

1.2 UNIT PRICE - MEASUREMENT AND PAYMENT

- A. Demolition:
1. Basis of Measurement: Not a measured item, unless specified otherwise on the Drawings.
 2. Basis of Payment: The Contract lump sum price paid for "Demolition" shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals for doing all work involved in Demolition, including obtaining demolition permits, permit fees, sawcut, remove asphalt and concrete paving and base to design subgrade, remove foundation and base; terminating and removing utilities to be demolished and other items of work as specified in the plans, Standard Specification and the Technical Specifications, and as directed by the Project Manager.

1.3 REFERENCES & RELATED WORK SPECIFIED ELSEWHERE

- A. Bay Area Air Quality Management District (BAAQMD) – <http://www.baaqmd.gov/>
1. Regulation 11 (Hazardous Pollutants) and Rule 2 (Asbestos Demolition, Renovation, and Manufacturing).
- B. CALGreen Construction Waste Management Requirements
1. https://www.calrecycle.ca.gov/lgcentral/library/canddmodel/instruction/new_structures
- C. California Occupational Safety and Health (Cal/OSHA)
1. General Requirements
- D. Commercial
1. USA Underground Service Alert
- E. Division 1
1. General Requirements

1.4 SUBMITTALS

- A. [Section 01 33 00 - Submittal Procedures](#): Requirements for submittals.
- B. The Contractor shall submit to the City a haul route for approval, prior to commencing any work. Truck traffic movement is limited between the hours of 9am to 3pm, unless approved by the Project Manager.
- C. Before disposing of any demolished material prior to any work
 - 1. Submit a written agreement from the property owner
 - a. For the use of the property
 - b. absolving the City from responsibility in connection with the property.
 - 2. Obtain authorization to start
- D. Before Contract acceptance, submit a document signed by the owner of the material disposal site stating that the Contractor has complied with the Contractor-Owner agreement.
- E. Demolition Schedule: The Contractor shall submit a complete coordination schedule for demolition work including shut-off and continuation of utility services prior to start of the work. The schedule shall indicate proposed methods and operations of facility demolition, and provide a detailed sequence of demolition and removal work to ensure uninterrupted operation of occupied areas.
- F. All affected private properties will receive door hanger notices two (2) weeks prior to any utility shutoffs or frontage demolition and improvements.

1.5 JOB SITE CONDITIONS

- A. The Contractor shall visit the site and inspect the existing facilities. The City assumes no responsibility for actual condition of facilities to be demolished.
- B. Contractor shall use all means necessary to prevent the spread of dust during performance of the work. Thoroughly moisten all surfaces as required to prevent the generation of dust. No washing of streets is permitted.
- C. All liquid, and slurry generated during pavement sawcutting shall be collected and removed from the site. These liquids shall not be washed into the area storm drainage system.
- D. Contractor shall remove hazardous materials as described per the Project Asbestos and Lead Inspection Report.
- E. The Contractor prior to the commencement of the demolition or renovation, thoroughly inspect the affected facility or part of the facility where the demolition or renovation operation will occur for the presence of asbestos, including Category I and Category II nonfriable Asbestos Containing Materials (ACM).

- F. The Contractor must also provide the Environmental Protection Agency (EPA) with a 10 working day advance notice for any disturbance of Regulated Asbestos-Containing Material (RACM) greater than 160 square feet or 260 lineal feet, and as specified in Code of Federal Regulations (CFR) Title 40, Chapter I, Subchapter C, Part 61, Subpart M, Section 61.145.

1.6 DELIVERY, STORAGE AND HANDLING

- A. [Section 01 60 00 - Product Requirements](#): Requirements for transporting, handling, storing, and protecting products.

PART 2 - PRODUCTS

NOT USED

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Notify anyone to be affected by demolition and construction activities including but not limited to: all schools, residences, businesses, garbage collection (Pittsburg Disposal Service-a Garaventa company), utility companies (PG&E-Gas Distribution, PG&E Gas Transmission, PG&E-Electric, AT&T, Comcast, Verizon, Chevron Pipeline Co, Shell Pipeline Co, Kinder Morgan, Calpine etc.), Delta Diablo (Sewer District), BART, County Connection (bus transit agency), the Owner, etc. at least ten (10) working days prior to commencing the work of this section.
- B. Site Inspection:
 - 1. Prior to all work of this section, carefully inspect the site and all objects designated to be removed and to be preserved.
 - 2. Locate all existing active utility lines traversing the site and determine the requirements for their removal and/or protection.
- C. Clarification:
 - 1. The Drawings do not purport to show all objects existing on the site.
 - 2. Before commencing the work of this section, verify with the Owner all objects to be removed and all objects to be preserved
- D. Scheduling:
 - 1. Schedule all work in a careful manner with all necessary consideration for neighbors, operation of the existing facilities, and the public.
 - 2. Avoid interference with the use of, and passage to and from, residences and adjacent facilities.

- E. Protection of Utilities: Preserve in operating condition all active utilities traversing the site and designated to remain.

3.2 WATER POLLUTION CONTROL

- A. Water sprinkling, temporary enclosures, chutes and other suitable methods shall be used to limit dust and dirt rising and scattering in the air. The Contractor shall comply with all government regulations pertaining to environmental protection.
- B. The Contractor shall use equipment that will generate the least amount of dust. The Contractor shall provide dust control at all times including Saturdays, Sundays, and holidays unless directed otherwise by the Project Manager.
- C. Whenever the Contractor, in the opinion of the Project Manager, is negligent in controlling dust, the Project Manager may direct attention to the existence of a dust hazard and instruct the Contractor to immediately alleviate the dust hazard. The Contractor shall be responsible for any damage cause by dust generated as a result of the Contractor's operations.
- D. The Contractor shall have a commercial standard street vacuum/sweeper operational and in operation during each working day. The street vacuum/sweeper shall be able to pick up sand, gravel, dust, and debris, and other things, shall minimize dust generation, and shall also be available during the day and shall sweep as outlined below and as directed by the Project Manager.
- E. If the Contractor is performing work that generates dust and debris then during the day (including weekends and holidays) the sweeper shall sweep the project area (full length, width, and all lanes) twice a day sometime between 9:00a.m. and 11:00a.m. and also between 2:00p.m. and 4:00p.m. Hardscape surfaces (including pavers, sidewalks, and areas inaccessible by a mechanical sweeper) shall have dirt, dust, and debris removed by hand sweeping. If the Contractor fails to fulfill the responsibilities of this section, the City will perform or contract with others to perform the work and all costs incurred to the City shall be withheld from future payments to the Contractor.
- F. The Contractor shall clean the sidewalk and gutter as many times as needed to make sure the sidewalk and gutter are out of dirt, debris and small rocks at all times. The Contractor shall be prepared to sweep surfaces immediately at the request of the Project Manager, should the Project Manager deem it necessary for public safety and to avoid damage to properties. If streets are not satisfactorily cleaned within 12 hours from verbal or written notice by City personnel, the City will hire an independent sweeping company and deduct the cost for such work from payments due to the Contractor.
- G. Water shall not be used in a manner that creates hazardous or objectionable conditions such as ice, flooding, or pollution.

- H. The site shall be kept neat and orderly during the demolition to the maximum extent practical.
- I. Public right-of-way and private property shall be kept free of debris at all times.
- J. Stockpiles of demolished items or materials shall be removed from the site on a daily basis or stored in waste containers which shall be emptied on a weekly basis or as conditions require in order to manage the accumulation of waste.
- K. Accumulations of flammable materials shall not be permitted.

3.3 PROTECTION

- A. Safe passage of persons around area of demolition shall be provided in accordance with all safety and regulatory requirements. Operations shall be conducted to prevent damage to adjacent buildings, structures, other facilities, people and property. Safe passage provided by Contractor will be ADA complaint.
- B. Interior and exterior shoring, bracing, or supports shall be provided to prevent movement, settlement or collapse of structures to be demolished and to adjacent facilities to remain.
- C. Existing landscaping materials, structures, and appurtenances which are not to be demolished shall be protected and maintained as necessary.
- D. The Contractor shall protect and maintain conduits, drains, sewers, pipes and wires that are not to be demolished.
- E. Use all means necessary to protect existing objects designated to remain or to be preserved must remain operational during installation of the replacement pipeline. In the event of damage, immediately notify the Owner and make all repairs and replacements necessary for approval by the Owner at no additional cost to the Owner.

3.4 SURFACE DEMOLITION

- A. All asphalt concrete and all Portland cement concrete curbs, gutters, sidewalks, access ramps and driveways shall be saw-cut at the nearest scoreline or deep joint and removed entirely to the saw-cut limits.
- B. Where adjacent pavement or concrete is broken or damaged sufficiently to prohibit a sound replacement the entire damaged section shall be removed to the limits determined by the Project Manager.

- C. Asphalt concrete, sidewalk, concrete curb, and gutter materials to be demolished shall be broken up and removed from the site by the Contractor at no additional cost to the City.
- D. Where shown on the Drawings, the Contractor shall remove required pavement section including base material. Subsoil removal is also included where required to achieve design subgrade.

3.5 DEMOLITION BELOW THE SURFACE

- A. Existing structures, pavement slabs and structural sections to be abandoned shall be demolished to an elevation three feet below finished grade. Their bottoms (if any remain) shall be broken thoroughly to prevent entrapment of water and all voids backfilled with suitable backfill
- B. Demolition areas and voids resulting from demolition of structures below the surface shall be completely filled.
- C. All fill, compaction, and holes created by demolition work shall be backfilled with imported clean fill. Lay fill down in layers not exceeding 6" thickness and compact per the earthwork specifications. Grade the site to drain to the nearest storm drainage system without any low points.
- D. All fill and compaction surfaces shall be graded to meet adjacent contours and to provide flow to surface drainage structures, or as shown on the Drawings.
- E. Pipes to be demolished that require no future connection shall be removed to the extent required, sealed and capped. Pipe sections shall be removed either by sawcutting, removing a complete pipe section to an existing joint, or other adequate means which results in a clean joint.
- F. The Contractor shall demolish or dismantle and remove all items that are noted for demolition and removal in the Contract Documents and that will interfere with the planned construction, or as otherwise directed by the Project Manager.
- G. The Contractor shall demolish or dismantle and remove all abandoned conduits or structures that are encountered during the prosecution of the work and which interfere with the construction of the work upon the approval of the Project Manager.

3.6 REMOVAL OF EXISTING WATER AND SEWER-SERVICES

- A. The Contractor shall submit to the City for approval a detailed sequence and method of work for staking, abandonment of existing sewer services, water services, water meters, boxes, and cleanouts. The submittal shall include an

overview and general sequence of work; time and dates for each removal; and method and procedure for each removal.

B. ABANDONMENT OF SEWERS:

1. Contractor shall request an encroachment permit with Delta Diablo (District) for abandoning any existing sanitary sewer lateral pipes.

C. ABANDONMENT OF WATER LINES:

1. For service lines less than 4" diameter:
 - (a) Contractor shall pothole, cut out at the main, remove the corporation stop and saddle, and install a minimum 12" full circle 316 stainless steel repair clamp with 316 accessories around the pipe.
 - (b) Abandon unused existing water service lines in place, if at least 18" below grade to the Project Manager's satisfaction.
2. Contact City Water Department in writing 48 hours in advance of abandonment, to check the condition of the existing services prior to abandonment.

D. GENERAL ABANDONMENT:

1. When salvage materials are shown on the Drawings; salvage and arrange the existing facilities (i.e., meters, manhole covers, manhole frames, etc.) to be dropped off at the City's Corporation Yard by prior arrangement.
2. Properly remove or abandon in place unused existing City utility service lines discovered that were left in place by others.
3. Contact utility companies for removal, abandonment, adjustment or relocation of their facilities.
4. Contractor is responsible for verifying the location of any existing utilities.
5. Abandonment of pipes will include filling pipe with slurry as specified in Section 19-3.02G – Controlled Low-Strength Material of the State Standard Specification and capping the pipes at the ends.

3.7 DISPOSAL OF DEMOLISHED MATERIALS

- A. See [Section 01 74 19 – Construction Waste Management and Disposal](#) for disposal, salvaging and recycling of demolished materials.
- B. Demolition and removal of debris shall be conducted to ensure minimum interference with roads, streets, walks and other adjacent occupied or used facilities which shall not be closed or obstructed without permission from the City. Alternate routes shall be provided to circumvent closed or obstructed traffic ways.
- C. The Contractor shall comply with all pertinent regulations of Cal/OSHA and local codes and practices.
- D. All existing materials that are designated to be salvaged shall be removed, cleaned and hauled to the City Corporation Yard, unloaded and stockpiled unless otherwise directed by the Project Manager.

- E. Site debris, rubbish and other materials resulting from demolition operations shall become the property of the Contractor and shall be removed by the Contractor at the Contractor's expense. The proper and legal disposal of demolished materials shall be the responsibility of the Contractor. All disposal sites and recycling facilities shall be approved by the City prior to initiation of the Work.
 - 1. Concrete debris shall be transported to a recycler of such materials.
 - 2. Hazardous materials shall be handled and disposed of in accordance with all applicable laws, codes, and regulations.

3.8 PATCHING AND REPAIRING

- A. The Contractor shall provide patching, replacing, repairing and refinishing of damaged areas or damaged adjacent facilities involved in the demolition.
- B. New concrete shall match the existing adjacent surfaces, in kind, or of better quality, to the satisfaction of the Project Manager, at no cost to the City or to the owners of the facilities.

3.9 CLEAN UP

- A. During and upon completion of work the Contractor shall promptly remove unused tools and equipment, surplus materials, rubbish, debris and dust and shall leave areas affected by work in a clean, approved condition.
- B. The Contractor shall clean adjacent structures and facilities of dust, dirt and debris caused by demolition, as directed by the Project Manager, and return adjacent areas to condition existing prior to start of work.
- C. The Contractor shall clean and sweep daily all street and roads affected by its operation.

END OF SECTION 02 41 00

SECTION 03 60 00 - GROUTING**PART 1 - GENERAL**

1.1 SUMMARY

A. Section Includes:

1. Portland cement grout.
2. Rapid-curing epoxy grout.
3. Non-shrink cementitious grout.

B. Related Requirements:

1. [Section 03 30 00 – Utility Cast-in-Place Concrete](#): Cast-in-place or in-situ concrete for concrete structures and other concrete components.
2. [Section 32 13 13 – Concrete Surface Improvements](#): Form materials, accessories as required to form cast in place concrete and maintain structural integrity until stripping.

1.2 UNIT PRICE - MEASUREMENT AND PAYMENT

A. [Section 01 29 00 - Payment Procedures](#): Contract Sum/Price modification procedures.

B. Grout:

1. Basis of Measurement: Not measured.
2. Basis of Payment: Incidental to item most closely related to and includes preparation of substrate and grout, forming, mixing, placement, consolidation, troweling, curing, repairing and finishing grout.

1.3 REFERENCE STANDARDS

A. American Concrete Institute:

1. ACI 301 - Specifications for Structural Concrete for Buildings.
2. ACI 318 - Building Code Requirements for Structural Concrete.

B. ASTM International:

1. ASTM C33 - Standard Specification for Concrete Aggregates.
2. ASTM C40 - Standard Test Method for Organic Impurities in Fine Aggregates for Concrete.

3. ASTM C150 - Standard Specification for Portland Cement.
4. ASTM C191 - Standard Test Methods for Time of Setting of Hydraulic Cement by Vicat Needle.
5. ASTM C307 - Standard Test Method for Tensile Strength of Chemical-Resistant Mortar, Grouts, and Monolithic Surfacing.
6. ASTM C531 - Standard Test Method for Linear Shrinkage and Coefficient of Thermal Expansion of Chemical-Resistant Mortars, Grouts, Monolithic Surfacing, and Polymer Concretes.
7. ASTM C579 - Standard Test Methods for Compressive Strength of Chemical-Resistant Mortars, Grouts, Monolithic Surfacing, and Polymer Concretes.
8. ASTM C827 - Standard Test Method for Change in Height at Early Ages of Cylindrical Specimens of Cementitious Mixtures.
9. ASTM C1107 – Standard Specification for Packaged Dry Hydraulic-Cement Grout (Nonshrink).

C. U. S. Army Corps of Engineers Concrete Research Division (CRD):

1. CRD-C621 - Non-Shrink Grout.

1.4 SUBMITTALS

- A. [Section 01 33 00 - Submittal Procedures](#): Requirements for submittals.
- B. Product Data: Submit manufacturer information regarding grout.
- C. Manufacturer's Certificate: Certify that products meet or exceed specified requirements.
- D. Manufacturer Instructions: Submit instructions for mixing, handling, surface preparation, and placing epoxy-type and non-shrink grouts.
- E. Field Quality-Control Submittals: Indicate results of Contractor-furnished tests and inspections.

1.5 DELIVERY, STORAGE, AND HANDLING

- A. [Section 01 60 00 - Product Requirements](#): Requirements for transporting, handling, storing, and protecting products. Total storage time from date of manufacture to date of installation shall be limited to 12 months or the manufacturer's recommended storage time, whichever is less.
- B. Inspection: Accept materials on Site in manufacturer's original packaging and inspect for damage. Materials which becomes damp or otherwise unacceptable shall be immediately removed from the site and replaced with acceptable material.

- C. Store materials according to manufacturer instructions.
- D. Protection:
 - 1. Protect materials from moisture and dust by storing in clean, dry location remote from construction operations areas.
 - 2. Provide additional protection according to manufacturer instructions.

PART 2 - PRODUCTS

2.1 PORTLAND CEMENT GROUT

- A. Portland Cement: Comply with ASTM C150, Type II and per Section 90-1.02B(2) of the State Standard Specifications.
- B. Water:
 - 1. Potable and shall be per section 90-1.02D of the State Standard Specification.
 - 2. No impurities, suspended particles, algae, or dissolved natural salts in quantities capable of causing:
 - a. Corrosion of steel.
 - b. Volume change increasing shrinkage cracking.
 - c. Efflorescence.
 - d. Excess air entraining.
- C. Fine Aggregate:
 - 1. Washed natural sand.
 - 2. Gradation:
 - a. Comply with Section 90, "Concrete" of the State Standard Specifications.
 - b. Represented by smooth granulometric curve within required limits.
 - 3. Free from injurious amounts of organic impurities according to ASTM C40.
- D. Mix:
 - 1. Portland cement, sand, and water.
 - 2. Do not use ferrous aggregate or staining ingredients in grout mixes.

2.2 RAPID-CURING EPOXY GROUT

- A. Manufacturers:

1. Sika Corporation
2. W.R. Meadows, Inc.
3. Euclid Chemical
4. Or approved equal.

B. Description:

1. High-strength, three-component epoxy grout formulated with thermosetting resins and inert fillers.
2. Rapid-curing, high adhesion, and resistant to ordinary chemicals, acids, and alkalis.
3. Resins containing butyl glycidyl ether (BGE) or other highly volatile and hazardous reactive diluents are not acceptable.

C. Performance and Design Criteria:

1. Minimum Compressive Strength:
 - a. 11,000 psi at seven days.
 - b. Comply with ASTM C579.
2. Minimum Tensile Strength:
 - a. 2,000 psi.
 - b. Comply with ASTM C307.
3. Coefficient of Expansion:
 - a. 30×10^{-6} inch per degree F.
 - b. Comply with ASTM C531.
4. Shrinkage:
 - a. None.
 - b. Comply with ASTM C827.
5. Application: Epoxy grout shall be used to embed all anchor bolts and reinforcing steel required to be set in grout, and for all other specified applications.

2.3 NON-SHRINK CEMENTITIOUS GROUT

A. Manufacturers:

1. Sika Corporation
2. W.R. Meadows
3. Euclid Chemical

4. Or approved equal.

B. Description:

1. Pre-mixed and ready-for-use formulation requiring only addition of water.
2. Noshrink grouts shall meet or exceed the requirements of ASTM C1107 Grades B or C and CRD-C621.
3. Non-shrink, non-corrosive, non-metallic, non-gas forming, and no chlorides.
4. Manufacturer's instructions shall be printed on each bag or other container in which the materials are packaged.

C. Performance and Design Criteria:

1. The grouts shall exhibit no shrinkage when tested in conformity with ASTM C827.
2. Certified to maintain initial placement volume or expand after set, and to meet following minimum properties when tested according to CRD-C621 for Type D non-shrink grout:
 - a. Setting Time:
 - 1) Initial: Approximately two hours.
 - 2) Final: Approximately three hours.
 - 3) Comply with ASTM C191.
 - b. Maximum Expansion: 0.10 to 0.40 percent.
 - c. Minimum Compressive Strength:
 - 1) One-Day: 4,000 psi.
 - 2) Seven-Day: 6,000 psi.
 - 3) 28-Day: 7,500 psi.
 - 4) Comply with CRD-C621.

2.4 FORMWORK

- A. As specified in [Section 32 13 13 – Concrete Surface Improvements](#).

2.5 CONSISTENCY

- A. The consistency of grouts shall be that necessary to completely fill the space to be grouted for the particular application. Dry pack consistency is such that the grout is plastic and moldable but will not flow. Where "dry pack" is specified, it shall mean a grout of that consistency; the type of grout to be used shall be as specified herein for the particular application.

PART 3 - EXECUTION**3.1 EXAMINATION**

- A. Verify areas to receive grout. Reinforcing steel shall be inspected prior to placing grout.

3.2 PREPARATION

- A. [Section 01 70 00 - Execution](#): Requirements for installation preparation.
- B. Remove defective concrete, laitance, dirt, oil, grease, and other foreign material from concrete surfaces by brushing, hammering, chipping, or other similar means until sound and clean concrete surface is achieved.
- C. Roughen concrete lightly, but not to interfere with placement of grout.
- D. Remove foreign materials from metal surfaces in contact with grout.
- E. Align, level, and maintain final positioning of components to be grouted.
- F. Saturate concrete surfaces with clean water, and then remove excess water.

3.3 INSTALLATION

- A. Formwork:
 - 1. Construct leakproof forms anchored and shored to withstand grout pressures.
 - 2. Install formwork with clearances to permit proper placement of grout.
 - 3. As specified in [Section 32 13 13 – Concrete Surface Improvements](#).
- B. Mixing:
 - 1. Portland Cement Grout:
 - a. Use proportions of two parts sand and one-part cement, measured by volume.
 - b. Prepare grout with water to obtain consistency to permit placing and packing.
 - c. Mix water and grout in two steps:
 - 1) Premix using approximately 2/3 of water.
 - 2) After partial mixing, add remaining water to bring mix to desired placement consistency and continue mixing two to three minutes.

- d. Mix only quantities of grout capable of being placed within 30 minutes after mixing.
 2. Rapid-Curing Epoxy Grout:
 - a. Mix and prepare according to manufacturer instructions.
 - b. Minimum Compressive Strength: 10,000 psi in 72 hours and 13,000 psi in 28 days.
 3. Non-shrink Cementitious Grout:
 - a. Mix and prepare according to manufacturer instructions.
 - b. Minimum Compressive Strength: 4,500psi in 72 hours and 7,500 psi in 28 days.
 4. Mix grout components in proximity to Work area and transport mixture quickly and in manner not permitting segregation of materials.
- C. Placing of Grout:
1. Place grout material quickly and continuously to avoid cold joints.
 2. Do not place cement grout in layers.
 3. Do not add additional water to the mix (retemper) after initial stiffening.
 4. Do not use pneumatic-pressure or dry-packing methods.
 5. Apply grout from one side only to avoid entrapping air.
 6. Do not vibrate placed grout mixture or permit placement if area is being vibrated by nearby equipment.
 7. Thoroughly compact final installation and eliminate air pockets.
 8. Do not remove leveling shims for at least 48 hours after grout has been placed.
- D. Curing:
1. Prevent rapid loss of water from grout during first 48 hours by use of approved membrane curing compound or by using wet burlap method.
 2. Immediately after placement, protect grout from premature drying, excessively hot or cold temperatures, and mechanical injury.
 3. After grout has attained its initial set, keep damp for minimum three days. Saturate the grout surface by use of wet burlap, ponding or other approved means.
 4. Epoxy grouts are self-curing and do not require the application of water.
- E. Upon completion of the jacking operations, all voids around the outside face of the conduit shall be filled by grouting.
- F. Grouting equipment and material shall be on the job site before jacking operations and drilling of grout holes are completed in order that grouting around

the jacked conduit may be started immediately after the jacking operations have finished.

3.4 FIELD QUALITY CONTROL

- A. [Section 01 45 00 - Quality Control](#): Requirements for inspecting and testing.
- B. Inspection and Testing:
 - 1. Comply with ACI 301, ACI 318.
 - 2. Submit proposed mix design of each class of grout to the Project Manager for review prior to commencement of Work.
 - 3. Tests of grout components may be performed to ensure compliance with specified requirements.

END OF SECTION 03 60 00

SECTION 31 05 13 – CLEARING & GRUBBING, EXCAVATION, AND EARTHWORK**PART 1 - GENERAL**

1.1 SUMMARY

A. Section Includes:

1. Clearing and Grubbing
2. Excavation
3. Earthwork
4. Grading and Compaction
5. Subsoil materials – Import Fill and Select Fill
6. Topsoil materials.

B. Related Sections:

1. [Section 01 74 00 – Construction Waste Management and Disposal](#)
2. [Section 31 23 16 – Utility Trenching.](#)
3. [Section 32 90 00 – Landscape Work.](#)
4. Project Geotechnical report; bore hole locations and findings of subsurface materials if applicable.

1.2 REFERENCES

A. American Association of State Highway and Transportation Officials:

1. AASHTO T180 - Standard Specification for Moisture-Density Relations of Soils Using a 4.54-kg (10-lb) Rammer and a 457-mm (18-in.) Drop.

B. City of Pittsburg - Environmental Services Department

C. ASTM International:

1. ASTM D698 - Standard Test Method for Laboratory Compaction Characteristics of Soil Using Standard Effort (12,400 ft-lbf/ft³).
2. ASTM D1557 - Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Modified Effort (56,000 ft-lbf/ft³).
3. ASTM D2487 - Standard Classification of Soils for Engineering Purposes (Unified Soil Classification System).

D. California Building Code – Appendix J - Grading

E. State Standard Specifications:

1. Section 14 – Environmental Stewardship
2. Section 17 - General
3. Section 19 – Earthwork

1.3 SUBMITTALS

- A. [Section 01 33 00 - Submittal Procedures](#): Requirements for submittals.
- B. Samples: Submit results of the soil samples by a certified testing laboratory prior to importing onto the site for approval by the Project Manager.
- C. Materials Source: Submit name of imported materials source.
- D. Manufacturer's Certificate: Certify Products meet or exceed specified requirements.

1.4 QUALITY ASSURANCE

- A. Furnish each subsoil material from single source throughout the Work.

PART 2 - PRODUCTS

2.1 SUSTAINABILITY CHARACTERISTICS

- A. Materials and Resources Characteristics:
 1. Regional Materials: Furnish materials extracted, processed, and manufactured within 250 miles of jobsite.

2.2 SUBSOIL MATERIALS

- A. Select Fill Material:
 1. Subsoil material is on-site excavated material meeting the requirements of the appurtenant Geotechnical Report.
 2. Graded
 3. Non-hazardous
 4. Free of lumps larger than three (3) inches, rocks larger than two (2) inches, organic matter, frozen or other deleterious materials and debris.
 5. Selected material encountered in excavation within the right of way shall be used for finishing the top portion of the roadbed, constructing shoulders, structure backfill; as shown on the Drawings; as specified in the Technical Specifications, or as directed by the Project Manager.

B. Import Fill Material:

1. Subsoil material imported from sources outside the project site meeting the requirements of the appurtenant Geotechnical Report.
2. Graded
3. Non-hazardous
4. Free of lumps larger than three (3) inches, rocks larger than two (2) inches, organic matter, frozen or other deleterious materials and debris.
5. Unless otherwise specified, the Contractor shall obtain from the owners the right to procure material, pay all royalties and other charges involved, and bear all expense of developing the sources, including rights of way for hauling.
6. No import fill material shall be delivered to the site until approved by the Project Manager. Approval of import fill material shall be based on the testing of representative samples submitted by the contractor meeting the appurtenant Geotechnical Report and approved by the Project Manager. Such representative samples shall be submitted to the Project Manager not less than 15 days prior to commencing the work.
7. Imported fill, delivered to the site, that significantly differs from the submitted samples shall be subject to rejection. Rejected materials shall be removed from the site at the Contractor's expense
8. Approval of a particular import fill material shall constitute approval of only that portion of the proposed borrow source represented by the submitted sample.
10. Except as otherwise permitted, borrow pits and other excavation areas shall be excavated in such manner as will afford adequate drainage. Overburden and other spoil material shall be transported to designated spoil areas or otherwise disposed of as directed, local borrow pits shall be neatly trimmed and left in such shape as will facilitate accurate measurement after the excavation is completed.

2.3 FILL MATERIALS:

The following import fill parameters may be used for small City sidewalk and pavement rehabilitation projects; or for site improvements less than 5,000 square feet excluding any buildings or structures and do not have a geotechnical report included:

- A. Fill material shall conform to the following as determined by ASTM C 117 and ASTM C 136:
 1. Maximum particle size 3 inches
 2. Percent passing 1-inch sieve 90-100 percent
 3. Percent passing No. 200 sieve less than 20 percent
- B. Imported non-expansive fill shall consist of a well-graded, slightly cohesive soil with relatively impervious characteristics when compacted.

- C. Plasticity Index for acceptable import fill materials shall be a maximum of 15 when determined by the procedure set forth in ASTM D 4318.
- D. The liquid limit shall not exceed 40 percent as determined by the procedures set forth in ASTM D 4318.
- E. Import fill material shall have an R-value of 25 or greater as determined by ASTM D 2844.

2.4 TOPSOIL MATERIALS

- A. Topsoil shall be imported top soil as specified in [Section 32 90 00 "Landscape Work"](#) and Project Specifications.
- B. Topsoil excavated within the limits of the project meeting the requirements shown in Section 32 90 00, "Landscape Work", and as shown in the Project Specifications will be considered as a material only for the purpose of backfilling areas to be planted.

2.5 SOURCE QUALITY CONTROL

- A. [Section 01 45 00 – Quality Control](#): Testing and Inspection Services Testing and analysis of soil material.
- B. Testing and Analysis of Subsoil and Topsoil Materials: Perform in accordance with ASTM D698, ASTM D1557, and AASHTO T180.
- C. When tests indicate materials do not meet specified requirements, provide alternate materials and retest.
- D. Furnish materials of each type from same source throughout the Work.

PART 3 - EXECUTION

3.1 PREPARATION

- A. Call USA not less than three (3) working days before performing Work that can be marked by USA in a timely manner.
- B. Request underground utilities to be located and marked within and surrounding construction areas.
- C. Identify required lines, levels, contours and datum.

- D. Notify utility companies to remove and relocate utilities where shown on the Drawings.
- E. Protect utilities indicated to remain from damage.
- F. Protect plant life, lawns, and other features remaining as portion of final landscaping.
- G. Protect benchmarks or monuments, survey control points, existing structures, fences, sidewalks, paving, and curbs from excavating equipment and vehicular traffic.
- H. The ground shall be prepared to received select fill by removing vegetation, topsoil and other unsuitable materials, scarifying the ground to provide a bond with the fill material, and compacting the fill at optimum moisture content.

3.2 CLEARING AND GRUBBING

- A. Clearing and grubbing shall be per Section 17-2, "Clearing and Grubbing", of the State Standard Specifications.
- B. Clear and grub before performing earthwork in an area.
- C. Do not injure standing trees, plants, and improvements shown to be protected.
- D. Clear and grub the entire length of the job site to the following widths:
 - 1. 5 feet outside of excavation and embankment slope lines where slopes are not rounded
 - 2. Outside limits of slopes where slopes are rounded
 - 3. 5 feet outside of structures
 - 4. 2 feet outside of slope lines for ditches and channels with a bottom width of less than 12 feet
 - 5. 5 feet outside of slope lines for ditches and channels with a bottom width of 12 feet or more
- E. Clearing and grubbing shall consist of removing all objectionable material from within the limits of the project. The limits of clearing and grubbing shall be of sufficient area and depth to complete the work shown on the Drawings or as described herein in.
- F. Clear all construction areas above original ground of the following to a minimum depth of eight (8) inches below subgrade or eight (8) inches below original ground, or as required by the appurtenant geotechnical report, whichever is lower:
 - 1. all vegetation such as trees, logs, upturned stumps, roots of downed trees, brush, grass, and weeds and
 - 2. other objectionable material including concrete, masonry, and debris.

- G. No burning of materials is allowed.
- H. The site shall be stripped and cleared of all vegetation, debris, and organic-laden top soil as required by the appurtenant Geotechnical Report.
- I. Trees within the limits of work including any traffic control work beyond the limits of work and within the area of influence shall be evaluated by the City or; a City approved Landscape Architect or certified Arborist to assess protection measures. No trees will be removed until they have been tagged, numbered and a written release for the tree has been issued by the City.
- J. Tree which are designated to be removed, shall be excavated and removed 30” down to remove the tree trunk, roots, and backfill with fill material and compact as required in this section, unless specified otherwise on the Drawings.
- K. Grub all construction areas to a depth of at least 0.50 feet, necessary to remove all existing tree stumps, roots, buried logs and other objectionable material, unless noted otherwise on the Plans. In embankment areas where the grading plane is 2 feet or more above original ground, cut off trees, stumps, and roots not more than 1 foot above original ground, except, remove trees, stumps, and roots completely where work includes any of the following:
 - 1. Structure construction
 - 2. Pile construction
 - 3. Subdrainage trench excavation
 - 4. Removal of unsuitable material
 - 5. Cutting into slopes of original hillsides, old or new fill
 - 6. Utility line construction

3.3 EXCAVATION

- A. Work under this section shall consist of performing all operations necessary to excavate earth and rock, regardless of character and subsurface conditions, from the roadway prism or adjacent thereto, to excavate all materials, of whatever nature, necessary for the construction of foundations for structures and other facilities; to excavate drainage and irrigation ditches; to excavate drainage channels; to excavate selected material and import material for use as specified; to construct embankments including the placing of selected fill or import fill material in connection therewith as specified; to place backfill for structures, and other facilities; to backfill trenches and depressions resulting from the removal of obstructions; to backfill holes, pits and other depressions; to remove and replace unsuitable material; to excavate and grade road approaches, driveways, sidewalks, curb ramps, curb and gutters, plazas, parking lots, and connections; to construct protection dikes; to remove unstable material, slide material which has come into the graded area, and material which has slipped from embankments; all as shown on the plans and as specified in these Specifications and the Technical Specifications and as directed by the Project Manager; and

furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work that may be required to construct and maintain the project facilities, except excavation, trenching and backfilling for pipe, culverts, utility systems, and other subsurface pipes. Excavation, trenching and backfilling for pipe, culverts, utility systems, and other subsurface pipes is specified in [Section 31 23 16 – Utility Trenching](#) of the City Standard Specifications.

- B. Excavate subsoil and topsoil from areas designated. Strip topsoil to full depth of topsoil in designated areas.
- C. Stockpile excavated material meeting requirements for subsoil fill materials and topsoil materials approved by the Project Manager.
- D. If practicable and unless processing of material is required, haul selected material directly from the excavation to its final position in the roadway prism and compact it in place.
- E. Excavate to the described or authorized grade. If the Contractor over excavates, backfill with an authorized material and compact it at the Contractor's own expense.
- F. Do not excavate wet subsoil unless directed by the Project Manager.
- G. The temporary slope of cut surfaces shall be no steeper than is safe for the intended use, and shall not be more than one-unit vertical in two units horizontal (50-percent slope) unless approved by the Project Manager or appurtenant geotechnical report.
- H. Archaeological Resources: Contractor shall conform to Section 14, "Environmental Stewardship", of the State Standard Specifications. If archaeological resources are discovered within or near construction limits, do not disturb the resources and immediately:
 - 1. Stop all work within a 60-foot radius of the discovery
 - 2. Secure the area
 - 3. Notify the Project Manager.
- I. City will investigate the discovery. Do not move archaeological resources or take them from the job site. Do not resume work within the radius of discovery until authorized.
- J. Environmentally Sensitive Areas (ESA): If an ESA is shown on the Drawings, the boundaries are approximate. Do not enter an ESA unless authorized. If an ESA is breached, immediately:
 - 1. Stop all the work within 60 feet of the ESA boundary
 - 2. Secure the area
 - 3. Notify the Project Manager

If an ESA is damaged, the Project Manager determines the necessary remediation and the party to perform the work. The City deducts the cost for this work from the Contractor bid price.

- K. Notify the Project Manager when buried man-made objects are encountered in an excavation as part of the excavation work and wait for direction from Project Manager unless shown on the plans for removal. All surplus material shall be disposed offsite.
- L. Remove excess excavated materials, subsoil and topsoil not intended for reuse, from site.
- M. Remove excavated materials not meeting requirements for subsoil materials and topsoil materials from site.
- N. When hauling is done over highways or City streets, and when directed by the Project Manager the loads shall be trimmed and all material removed from shelf areas of vehicles in order to eliminate spilling of material. If directed by the Project Manager, the loads shall be watered down or covered after trimming to eliminate dust.
- O. Excavation shall include the satisfactory removal and disposition of all materials not classified as rock excavation.
- P. Earth and rock, regardless of character and subsurface conditions, shall be excavated to the lines and grades as established by the plans.
- Q. All existing materials that are designated to be salvaged shall be removed, cleaned and hauled to the City Corporation Yard, unloaded and stockpiled, by the Contractor unless otherwise directed by the Project Manager.
- R. Existing pipes to be abandoned shall be filled with slurry, minimum of thirty (30) feet from either ends of the pipe and capped with concrete at the ends.
- S. Existing structures, pavement slabs, and structural sections to be abandoned shall be demolished to an elevation three (3) feet below finished grade, unless specified otherwise on the Drawings. The bottom (if any remains) shall be broken thoroughly to prevent entrapment of water and all voids backfilled with suitable backfill.
- T. Operations shall be conducted in such a manner that existing street, facilities, utilities, railroad tracks and other non-street facilities which are to remain in place will not be damaged.
- U. The Contractor, at his expense, shall furnish and install-sheet piling, cribbing, bulkheads, shores or whatever means may be necessary to adequately support material carrying such facilities, or to support the facilities themselves, and shall maintain such supports until they are no longer needed. Temporary pavements,

facilities, utilities and installations shall also be protected until they are no longer required. When temporary supports and other protective means are no longer required, they shall become the property of the Contractor and shall be removed and disposed of from the job site

- V. Prior to placing import fill material, all areas to receive fill shall be scarified and compacted. Unless otherwise stated in the appurtenant Geotechnical report, the area shall be scarified to a minimum of eight (8) inches, material shall be moisture conditioned by wetting or drying to optimum moisture content, and compacted.

3.4 ROCK EXCAVATION

- A. Rock excavation shall include excavating, grading, and disposing of materials classified as rock and shall include the satisfactory removal and disposition of rock 1/2 cubic yard or more in volume.
- B. No blasting is allowed.

3.5 GRADING

- A. Grading shall consist of placing fill materials on site to contours and elevations with select fill or import fill materials.
- B. Place fill material in continuous layers of maximum lifts of 8 inches (0.67 feet) and compact in accordance with schedule shown in this section, unless otherwise shown on the appurtenant Geotechnical Report.
- C. Maintain optimum moisture content of fill materials to attain required compaction density.
- D. Construct slopes to the lines and grades shown on the Drawings.
- E. Slope grade away from the building minimum 2% slope for a minimum distance of 10 feet, unless noted otherwise.
- F. Make grade changes gradual. Blend slopes into level areas.
- G. Round the tops of excavation slopes and ends of excavation.
- H. Maintain completed slopes. Repair any slopes damaged by erosion.
- I. Repair or replace items indicated to remain that are damaged by excavation or filling.
- J. Identify any site low points which need positive drainage and make adjustments with approval from Project Manager prior to pouring concrete.

- K. Protection of existing slopes using erosion control measures as required in [Section 01 57 23 – Storm Water Pollution Prevention](#).

3.6 TOLERANCES

- A. [Section 01 45 00 – Quality Control](#): Tolerances.
- B. Immediately before placing subsequent layers of material, prepare the grading plane such that the grading plane:
 1. Does not vary more than 0.05 foot above or below the grade established by the Engineer where Hot Mix Asphalt (HMA) or aggregate base are to be placed.
 2. Does not extend above the grade established by the Engineer where concrete base or pavement is to be placed.
 3. Beneath structural approach slabs or the thickened portion of sleeper slabs do not extend above the grade established by the Engineer.
 4. At any point is within 0.05 foot above the grade established by the Engineer if the material to be placed on the grading plane is paid by the cubic yard.

3.7 COMPACTION

- A. Relative compaction specifications apply to material whether in an excavation or an embankment.
- B. The moisture content of material to be compacted to at least 95 percent must be such that the specified relative compaction is attained, unless specified otherwise in the appurtenant Geotechnical Report.
- C. Compact earthwork to a relative compaction of at least 95 percent for at least a depth of:
 1. 0.5 foot below the grading plane for the width between the outer edges of shoulders
 2. 2.5 feet below the finished grade for the width of the traveled way including any parking lots or other vehicular areas; to extend plus two (2) feet on each side.
- D. All fill material shall be compacted to at least 90 percent of maximum density as determined by ASTM D1557, Modified Proctor, beyond the depth specified above in 3.7.C, unless otherwise shown in the appurtenant Geotechnical Report.

3.8 STOCKPILING

- A. Stockpile materials on site at locations indicated on the plans or as designated by Project Manager.

- B. Stockpile in sufficient quantities to meet Project schedule and requirements.
- C. Separate differing materials with dividers or stockpile apart to prevent mixing.
- D. Prevent intermixing of soil types or contamination.
- E. Direct surface water away from stockpile site to prevent erosion or deterioration of materials.
- F. Stockpile unsuitable or hazardous materials on impervious material and cover to prevent erosion and leaching, until disposed of. Dispose unsuitable or hazardous material within 48 hours of removal.

3.9 STOCKPILE CLEANUP

- A. Remove stockpile, leave area in clean and neat condition. Grade site surface to prevent free standing surface water.
- B. Leave unused materials in neat, compact stockpile.
- C. When borrow area is indicated, leave area in clean and neat condition. Grade site surface to prevent free standing surface water.

3.10 PROTECTION

- A. Prevent displacement or loose soil from falling into excavation; maintain soil stability.
- B. Protect bottom of excavations and soil adjacent to and beneath foundation from freezing.
- C. Protect structures, utilities, and other facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards created by earth operations.

END OF SECTION 31 05 13

SECTION 31 23 16 – UTILITY TRENCHING**PART 1 - GENERAL****1.1 SUMMARY****A. Section Includes:**

1. The work of this Section includes all saw cutting, utility trenching, earthwork and removal of surface material as required for construction of the utility trenches. Such earthwork shall include, but may not necessarily be limited to, the loosening, removing, loading, transporting, depositing, and compacting in its final location of all materials wet and dry, as required for the purposes of completing the work, which shall include, but not necessarily be limited to, the furnishing, placing, and removing of sheeting, shoring and bracing necessary to safely support the sides of all excavations; all pumping, ditching, draining and other required measures for the removal or exclusion of water from the excavation; the supporting of structures above and below the ground; all backfilling around structures and all backfilling of trenches and pits; restoration of surface, pavement markings, the disposal of excess excavated materials; borrow of materials to make up deficiencies for fills; and all other incidental earthwork.
2. All utility lines not owned by the City shall be designed and constructed in accordance with the rules and regulations of serving utilities. All utilities shall be installed prior to placement of the wearing surface of the street. It shall be the responsibility of the Contractor to conform to these provisions.
3. All broken concrete, pavement, base and other material and unsuitable and surplus excavated material shall be removed, hauled off the site and disposed of by the Contractor at a location obtained by the Contractor and approved by the Project Manager all at no additional cost to the City; said costs and fees shall be considered as included in the prices bid.
4. All materials regardless of character and subsurface conditions shall be excavated to the depths indicated or specified. During excavation, suitable trench material that will be used as backfill shall be piled in an orderly manner a sufficient distance from the banks of the trench to avoid overloading and to prevent slides or cave-ins, or shall be separately stockpiled. All excavated materials not required or unsuitable for backfill shall be disposed of outside the Right-of-Way as specified in Section 5-1.20B(4) "Contractor-Property Owner Agreement" of the State Standard Specifications

5. All hazardous materials shall be handled in accordance with all regulatory agency requirements and as specified in Section 14-11.03, "Hazardous Waste Management", of the State Standard Specifications. Contractor-generated hazardous waste shall be disposed of outside the Right-of-Way as specified in Section 14-11.06B, "Contractor-Generated Contaminated Soil", of the State Standard Specifications. Within 5 business days of transporting hazardous waste, submit documentation of proper disposal from the receiving landfill.
6. Where there is not a specific bid item for Hazardous Waste Management, full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in handling of the hazardous waste shall be considered included in the price paid for various items of work and no separate compensation will be allowed therefor.
7. All surface openings shall be saw cut using a power-driven saw with a diamond blade to provide a smooth joint for both concrete and bituminous street and sidewalk surfaces. All the trenches shall be "T" cut trenches as per City Standard details.
8. Impact pavement breakers (drop hammers, stampers, jack hammers) are not permissible.
9. The requirements of Section 7-1.02K(6) and 7-1.02L(2) of State Standard Specifications concerning Trench Safety and Antitrust Claims shall be complied with in addition to the requirements of Article 6 and Section 1503 of the State of California Construction Safety Orders.
10. Grading shall be done as may be necessary to prevent surface water from flowing into trenches or other excavations. Unless otherwise indicated, excavation shall be by open cut except that short sections of a trench may be tunneled if the pipe, cable, or duct can be safely and properly installed, backfilled with Controlled Low Strength Materials not tamped in such tunnel sections.

B. Related Sections:

1. [Section 01 33 00 - Submittal Procedures](#)
2. [Section 02 41 00 - Demolition](#)
3. [Section 31 05 13 – Clearing & Grubbing, Excavation, and Earthwork](#)
4. [Section 32 11 23 - Aggregate Base Courses](#)
5. [Section 32 12 16 - Asphalt Paving](#)
6. [Section 32 13 13 - Concrete Surface Improvements](#)
7. [Section 33 05 13 - Manholes and Structures](#)
8. [Section 33 11 13 - Water Distribution Piping](#)
9. [Section 33 12 13 – Water Service Connections](#)
10. [Section 33 31 13 - Sanitary Sewer Piping](#)
11. [Section 33 41 13 - Storm Drainage Piping](#)

C. California Codes:

1. Titles 17 and 22 California Code of Regulations - Chapter 16 – California Waterworks Standards
2. Water Main Separation Criteria: Chapter 16 - California Waterworks Standards Article 6 - §64572

1.2 UNIT PRICE - MEASUREMENT AND PAYMENT (For City CIP Projects only)

A. Utility Trenching and Earthwork:

1. Measurement: Utility Trenching is typically not a measured item. However, when a bid item is included for Utility Trenching or Joint Utilities Trenching, measurement, unless otherwise designated, shall be the number of linear feet of longitudinal trench centerline, measured along the design slope of the trench bottom, to the nearest foot to the conduit end, pay line, or outside face of connecting structure as designated. Any trenching or excavation for connecting structures shall be included in the measurement for the structure.
2. Payment: Unless there is a separate bid item, full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in Utility Trenching, complete in place including saw cut, excavating to required elevations, protecting the excavation in compliance with Cal/OSHA, removing and disposing of excavated materials, removing and disposing of any asphalt paving mats or fabrics, stockpiling excavated materials, dewatering, bedding, backfill, removing trench sheathing, shoring and bracing when no longer required, restoration and disposing of materials outside the Right-of-Way shall be considered as included in various items of work most closely related to and no separate compensation will be allowed therefor. Payment is not made for over excavated work nor for replacement materials, unless approved in writing by the Project Manager.

1.3 REFERENCES

A. American Association of State Highway and Transportation Officials:

1. AASHTO T180 - Standard Specification for Moisture-Density Relations of Soils Using a 4.54-kg (10-lb) Rammer and a 457-mm (18-in.) Drop.

B. ASTM International:

1. ASTM D698 - Standard Test Method for Laboratory Compaction Characteristics of Soil Using Standard Effort (12,400 ft-lbf/ft³ (600 kN-m/m³)).

2. ASTM D1556 - Standard Test Method for Density and Unit Weight of Soil in Place by the Sand-Cone Method.
 3. ASTM D1557 - Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Modified Effort (56,000 ft-lbf/ft³ (2,700 kN-m/m³).
 4. ASTM D1633 - Standard Test Methods for Compressive Strength of Molded Soil-Cement Cylinders.
 5. ASTM D2167 - Standard Test Method for Density and Unit Weight of Soil in Place by the Rubber Balloon Method.
 6. ASTM D2419 - Standard Test Method for Sand Equivalent Value of Soils and Fine Aggregate.
 7. ASTM D2487 - Standard Practice for Classification of Soils for Engineering Purposes (Unified Soil Classification System).
 8. ASTM D2922 - Standard Test Method for Density of Soil and Soil-Aggregate in Place by Nuclear Methods (Shallow Depth).
 9. ASTM D3017 - Standard Test Method for Water Content of Soil and Rock in Place by Nuclear Methods (Shallow Depth).
 10. ASTM D3776 - Standard Test Methods for Mass Per Unit Area (Weight) of Fabric.
 11. ASTM D3786 - Standard Test Method for Bursting Strength of Textile Fabrics -Diaphragm Bursting Strength Tester Method
 12. ASTM D4253 - Standard Test Methods for Maximum Index Density and Unit Weight of Soils Using a Vibratory Table
 13. ASTM D4254 - Standard Test Methods for Minimum Index Density and Unit Weight of Soils and Calculation of Relative Density
 14. ASTM D4318 - Standard Test Methods for Liquid Limit, Plastic Limit, and Plasticity Index of Soils
 15. ASTM D4491 - Standard Test Methods for Water Permeability of Geotextiles by Permittivity
 16. ASTM D4632 - Standard Test Method for Grab Breaking Load and Elongation of Geotextiles
 17. ASTM D4751 - Standard Test Method for Determining Apparent Opening Size of a Geotextile
 18. Cal/OSHA - Division of Occupational Safety and Health (DOSH) Administration
- C. State Codes;
- a. California Labor Code
 - b. Construction Safety Orders of the State of California
- D. State of California (Caltrans) - State Standard Specifications:
- a. Section 25 - Aggregate Subbases
 - b. Section 26 - Aggregate Bases

1.4 DEFINITIONS

- A. Utility: Any buried pipe, duct, conduit, or cable.
- B. Utility Structure: Maintenance holes, inlets, catch basins or vaults

1.5 SUBMITTALS

- A. [Section 01 33 00 - Submittal Procedures](#): Requirements for submittals.
- B. Excavation Protection Plan: Contractor's attention is directed to the provisions in Section 6705 of the California Labor Code. Prior to beginning any trench or structure excavation five (5) feet or more in depth, the Contractor shall submit to the Project Manager for review for compliance with Section 6705 of the Contractor's detailed excavation protection plan showing the design of all shoring, bracing, sloping of the sides of excavation, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trenches or structure excavations.
- C. Product Data: Contractor shall submit data for various types of backfill, trenching and shoring plans, and geotextile fabric. Contractor shall submit laboratory results indicating all soils and backfill material are not hazardous.
- D. Samples: Contractor shall submit fill samples, in air-tight containers for each type of fill to testing laboratory.
- E. Materials Source: Contractor shall submit name of imported fill materials suppliers.
- F. Manufacturer's Certificate: Certificates of Compliance shall be provided for all products and materials proposed to be used under this Section.
- G. Contractor shall submit a Safety Certification

1.6 QUALITY ASSURANCE

- A. Capital Improvement Projects (CIP):
 - 1. All soil and backfill testing shall be done by a testing laboratory of the City's choice at the City's expense except as otherwise specified in Paragraph 1.6 B. below. The Contractor shall notify the Project Manager at least 48 hours prior to performing any utility excavation and before beginning of backfill materials.
 - 2. Where soil material is required to be compacted to a percentage of maximum density the maximum density at optimum moisture content will be determined in accordance with ASTM D 1557. Where cohesionless, free draining soil material is required to be densified to a percentage of relative

density the calculation of relative density will be determined in accordance with ASTM D 4253 and D 4254. Field density in-place tests will be performed in accordance with ASTM D 2922, or by such other means acceptable to the Project Manager.

3. In case the first test and one re-test of the fill or backfill show non-compliance with the requirements, the Contractor shall accomplish such remedy as may be required to insure compliance. Subsequent re-testing after the first re-test to show compliance shall be at the Contractor's expense.

- B. All Other Projects including but not limited to permit projects, utility company projects, development and redevelopment projects:
 1. All soil and backfill testing shall be by the Permittee/Developer/Utility Company's Geotechnical Engineer of Record and shall submit all testing information to the City.
 2. Maintain one copy of the Construction Documents and City Standard Details and Specifications on site.

1.7 QUALIFICATIONS

- A. If the Contractor's excavation protection plan varies from the shoring system standards established in the Construction Safety Orders of the State of California, such alternative system plan shall be prepared, stamped and signed by a Civil or Structural Engineer licensed in the State of California at the Contractor's expense.

1.8 FIELD MEASUREMENTS

- A. Contractor shall verify field measurements prior to fabrication.

1.9 COORDINATION

- A. Verify Work associated with lower elevation utilities is complete before placing higher elevation utilities.

PART 2 - PRODUCTS

2.1 SUITABLE FILL MATERIALS

- A. Suitable backfill shall be a selected or processed clean, fine earth, rock, or sand, free from objectionable materials, vegetation, or other deleterious substances.
- B. All import material from a source outside the project limits for use as backfill shall be clean soil, not hazardous, free from organic material, trash, debris, rubbish,

broken Portland cement concrete, bituminous materials or other objectionable materials. Whenever the Contractor elects to use imported material for backfill, it shall be delivered not less than 10 days prior to the intended use and a sample of the material shall be submitted to the Project Manager for review. The sample shall have a minimum dry weight of 100 pounds and shall be clearly identified as to source, including street address and community of origin. The Project Manager will determine the suitability, the minimum relative compaction to be attained, and the placement method. If the backfill material is found not suitable, the Contractor shall remove material from the site and dispose of at no additional cost to the City.

- C. Should the imported material not be substantially the same as the approved sample, it shall not be used for backfill and shall be removed from the job site at the Contractor's expense.
- D. The densification method for imported material authorized by the Project Manager will be dependent upon its composition, the composition of the in-place soil at the point of placement, once the relative compaction to be obtained.
- E. The following are the types of backfill materials:
 - 1. **Sand** shall be a material with 100 percent passing a 3/8" sieve, at least 90 percent passing a No. 4 sieve, and a sand equivalent value not less than 30.
 - 2. **Class 2 Aggregate Base** shall be crushed rock aggregate base material meeting the requirements of Section 26, "Aggregate Bases", for 3/4" maximum aggregate gradation, of the State Standard Specifications. Recycled Aggregate Base is an acceptable backfill material.
 - 3. **Controlled Low Strength Materials (CLSM)** shall be fluid workable mixture of cement, pozzolan, aggregate and water mixed in accordance with ASTM C94. Cement shall be Type II Cement and comply with ASTM C150. Pozzolan shall be added to improve the flowability and shall be Type F in accordance with the requirements of ASTM C618. Water must be free of oil, salts, and other impurities that adversely affect the backfill. Aggregate must consist of well graded mixture of crushed rock, soil, or sand with a maximum aggregate size of 1/2-inch. 100percent of the aggregate shall pass the 3/4" sieve and not more than 30-percent retained on the 3/8" sieve and not more than 12 percent shall pass the No. 200 sieve. Air entraining admixtures shall be added to improve the workability and shall in accordance with the requirements of ASTM C260. Density of CLSM shall be between 120 pounds per cubic feet to 135 pounds per cubic feet. Minimum 28-day compressive strength for CLSM shall be between 50psi minimum to 100psi for depths 20 feet or less in height of cover. For depths greater than 10 feet in height, CLSM mix shall have a minimum 28-day compressive strength of 100 psi.

4. **Native** material shall be material obtained from on-site excavations, provided the materials are not classified as unsuitable. Native materials shall be free of stones, lumps, rubbish, debris, organic material, broken concrete or bituminous surfacing over 4 inches in diameter, objectionable material, vegetation, and deleterious substances.
5. **Class 2 Permeable Material** shall be hard, durable, crushed stone, or gravel, and free from slaking or decomposition under action of alternate wetting or drying, uniformly graded, and shall meet the requirements of Section 68-2.02F for Class 2 "Permeable Material", of the State Standard Specifications.
6. **Topsoil** shall be material which has been obtained at the site or may be imported and shall meet the requirements of [Section 32 90 00 - Landscape Work](#). Removal of topsoil shall be done after the area has been stripped of vegetation and debris as specified.

2.2 UNSUITABLE BACKFILL MATERIALS

- A. Any material determined to be hazardous is defined as unsuitable material.
- B. Unsuitable soils for backfill material shall include soft, spongy, unstable or other similar soils which, when classified under ASTM D 2487, fall in the classifications of Pt, OH, or OL. Types CH and MH soils will be permitted in unimproved areas only where required compaction and stability can be demonstrated. In addition, any soil which cannot be compacted sufficiently to achieve the percentage of maximum density specified for the intended use, shall be classified as unsuitable material.
- C. Washed, smooth rock (pea gravel) is classified as unsuitable material.

2.3 FILTER FABRIC

- A. Filter Fabric shall be permeable, non-woven synthetic fabric meeting the requirements of Section 96-1.02B, "Filter Fabric" of the State Standard Specifications. Filter fabric shall have minimum Grab breaking load in each direction of 157 pounds, a minimum puncture strength of 310 pounds, apparent opening size between 40 and 70.

2.4 TEMPORARY STEEL PLATES

- A. When approved by the Project Manager, the Contractor may use steel plate bridging in-lieu of backfill and temporary asphalt where the roadway surface is to be opened to traffic. All steel plates shall be without deformation. Inspectors shall

determine the trueness of steel plates by using a straight edge and shall reject any plate that is permanently deformed.

- B. Trench plates shall be coated with Antiskid type surface meeting State Standard Specifications of a nominal Coefficient of friction of 0.35 in accordance with California Test Method 342 (Appendix H).
- C. The following table shows the advisory minimal thickness of steel plate bridging required for a given trench width (A-36 grade steel, designed for HS20-44 truck loading per Caltrans Bridge Design Specifications Manual).

Trench Width	Minimum Steel Plate Thickness (inches)
10 inches	1/2 inch
1 feet 11 inches	3/4 inch
2 feet 7 inches	7/8 inch
3 feet 5 inches	1 inch
4 feet 3 inches	1-3/4 inch

NOTE: For trench width spans greater than 4 feet 3 inches, a structural design shall be prepared, signed, and stamped by a California Registered Civil Engineer.

- D. A Rough Road signs (W8-8) with black lettering on an orange background shall be used in advance of steel plate bridging.

PART 3 - EXECUTION

3.1 DEFINITIONS - PIPE ZONE, BEDDING, TRENCH & FINAL ZONE

- A. **Pipe Zone:** Pipe Zone is defined as the vertical trench cross-section between the trench subgrade, which is 0.4 times the outside diameter of the pipe in inches below the bottom surface of the pipe or 4” minimum whichever is greater, and 12 inches above the top surface of the pipe.
- B. **Bedding:** Bedding is defined as that portion of the Pipe Zone between the trench subgrade, which is 0.4 times the outside diameter of the pipe in inches below the bottom surface of the pipe or 4” minimum whichever is greater and a level line from the bottom of the pipe.
- C. **Trench Zone:** The Trench Zone is defined as the vertical trench cross-section between top of Pipe Zone and 36” below finish paved surface. In unpaved areas, the Trench Zone shall be the vertical cross-section between the top of Pipe Zone and 24 inches below finished unpaved or landscape surface.

- D. **Final Zone:** The Final Zone is defined as the upper 36 inches of vertical cross-section below the finished paved surface. In unpaved or landscaped areas, the Final Zone is the upper 24 inches of vertical cross-section below the finished surface.
- E. **Pavement Section:** The Pavement Section is defined as the engineered layers of pavement and base conforming to the hot mix asphalt pavement or concrete pavement and aggregate base thickness as shown on the Plans.
- F. **Backfill:** Backfill is considered to be the material used to fill the portion of a trench between the pipe Bedding and the roadway subgrade or finish surface in non-roadway areas
- G. **Trench Plugs:** Trench plugs are temporary barriers placed within an open trench excavation in order to minimize the volume and velocity of trench water flow at the base of slopes and to reduce erosion in the trench, preventing the trench from becoming a subsurface drainage path. These trench plugs may consist of unexcavated portions of the trench, compacted subsoil, sandbags, or some functional equivalent.

3.2 PIPE ZONE BACKFILL MATERIALS

- A. Bedding as defined in this section shall be Sand or Class 2 Aggregate Base.
- B. Pipe Zone backfill, excluding bedding as defined in this section shall be
 1. Sand for plastic pipe
 2. Sand or Class 2 Aggregate Base for ductile iron pipe, vitrified clay pipe and reinforced concrete pipe.
- C. For dry utility and/or joint trench, Pipe Zone backfill shall conform to latest Pacific Gas and Electric Company (PG&E) Greenbook's Engineering Material Specification No. 4123 - Backfill Sand or meeting the utility owner's specifications.
- D. Trench plugs shall be provided at minimum intervals of 200 feet where pipelines are installed on grades exceeding 4 percent, and where backfill materials have gradation less than 10 percent passing a No. 4 sieve.
- E. Unless otherwise specified Bedding and backfill around sub-drainage systems shall be minimum of 12 inches of Class 2 Permeable Material as specified in Section 68-2.02F(3) of the State Standard Specifications.

3.3 TRENCH ZONE BACKFILL MATERIALS

- A. Trench Zone backfill as defined in this section shall be Class 2 Aggregate Base in paved areas.

- B. Native backfill material shall be used in unpaved or landscape areas.

3.4 FINAL ZONE BACKFILL MATERIALS

- A. Final Zone backfill as defined in this section shall be
 1. Native backfill in unpaved areas
 2. Native backfill with 6 inches thick minimum Top Soil material in landscape areas.
 3. Class 2 Aggregate Base in paved areas below the Pavement Section.

3.5 TRENCH WIDTH & LENGTH

- A. Minimum Trench width shall be as follows:

Utility Pipe Outside Diameter (O.D.) (inches)	Minimum Trench Width (inches)
For Pipe Sizes under 12 inches	Pipe O.D. + 12 inches
For Pipe Sizes between 12 inches to 48 inches	Pipe O.D. + 24 inches
For Pipe Sizes above 48 inches	Pipe O.D. + 48 inches

For Dry Utilities (electrical, telephone, cable, street light and traffic signal conduits), the trench width shall be 18" minimum.

- B. Maximum Length of Open Trench: Except by permission of the Project Manager, the maximum length of open trench where prefabricated pipe is used shall be the distance necessary to accommodate the amount of pipe installed in a single day and shall not exceed 300 feet. The distance is the collective length at any location, including open excavation, pipe laying and appurtenant construction and backfill which has not been temporarily re-surfaced.
- C. Except by permission of the Project Manager, the maximum length of open trench in any one location where concrete structures are cast in place will be that which is necessary to permit uninterrupted progress.

3.6 PREPARATION

- A. Call Local Utility Line Information service at USA North 811 not less than three working days before performing Work.
 1. Request underground utilities to be located and marked within and surrounding construction areas.

- B. Contractor's Licensed Land Surveyor shall provide all construction surveying and staking prior to beginning any trenching and excavation.
- C. Protect bench marks, street monuments, existing structures, fences, sidewalks, paving, and curbs from excavating equipment and vehicular traffic.
- D. Contractor shall maintain and protect above and below grade utilities unless otherwise noted.
- E. Establish temporary traffic control per Contractor's approved traffic control plans when trenching is performed in public right-of-way. Relocate controls as required during progress of Work.

3.7 SHEETING AND SHORING

- A. Sheet, shore, and brace excavations more than 5 feet deep to prevent danger to persons, structures and adjacent properties and to prevent caving, erosion, and loss of surrounding subsoil.
- B. All sheeting, shoring and bracing shall conform to Cal/OSHA.
- C. Support trenches more than 5 feet deep excavated through unstable, loose, or soft material. Provide sheeting, shoring, bracing, or other protection to maintain stability of excavation.
- D. Design sheeting and shoring to be removed at completion of excavation work.
- E. Repair damage caused by failure of the sheeting, shoring, or bracing and for settlement of filled excavations or adjacent soil.
- F. Repair damage to new and existing Work from settlement, water or earth pressure or other causes resulting from inadequate sheeting, shoring, or bracing.
- G. **Access to Trenches** - A stairway, ladder, ramp or other safe means of egress shall be located in trench excavations that are 4 feet or more in depth so as to require no more than 25 feet of lateral travel for the employees, the Contractor, and any other personnel.
- H. **Bracing Excavations** - The manner of bracing excavations shall be as set forth in the rules, orders and regulations of the Division of Industrial Safety of the State at California.

3.8 TEMPORARY ACCESSIBLE PEDESTRIAN BRIDGES

- A. Temporary Accessible Pedestrian bridges of approved construction not less than four feet in width in compliance with ADA, and provided with hand rails and supports of dressed lumber, shall be installed over trenches at all crosswalk

intersections, and at such other points where traffic conditions make it advisable. Substantially constructed bridges, adequate for handling all vehicular traffic, shall be installed over any trench or other excavation in a street intersection, whenever such excavation is in excess of half the width of the street crossing. Adequate bridges shall be provided to make possible the safe and full use of all driveways or roadways used to move vehicles from the public street onto private property.

- B. All bridges required to be installed shall be maintained in place as long as the condition of the work requires their use for the safety and convenience of the public. Removal or relocation of these temporary bridges shall be at the Contractor's own discretion and risk.

3.9 TRENCHING AND EXCAVATION

- A. All excavations for utilities, pipelines and Minor Structures shall be open cut trenches, unless otherwise shown.
- B. Do not advance open trench more than 200 feet ahead of installed pipe.
- C. Cut trenches to widths per Standard Specifications or as indicated on the Drawings and sufficiently wide to enable installation and allow inspection. Remove water or materials that interfere with Work.
- D. Excavate trenches to depth per Standard Specifications or as indicated on Drawings. Provide uniform and continuous bearing and support for bedding material and utility pipes.
- E. Do not interfere with 45-degree bearing splay of foundations.
- F. When Project conditions permit, slope side walls of excavation per Cal/OSHA. When side walls cannot be sloped, provide sheeting and shoring to protect excavation as specified in this section.
- G. Excavation and other work under or adjacent to existing pipe lines, cables, conduit runs or structures of any kind, shall be prosecuted in such a manner as not to interfere with the safe operation and use of such installations. Should any damage be incurred to existing facilities during the Contractor's operations, the Contractor shall immediately notify the proper owners or authorities, and shall arrange for the immediate repair of same at the Contractor's own expense.
- H. Excavations for appurtenant structures, such as but not limited to maintenance holes, transition structures, junction structures, vaults, valve boxes, catch basins, thrust blocks, and boring pits shall, for the purpose of shoring and bracing, be deemed to be in the category of trench excavation.
- I. Excavation shall include the removal of all water and materials of any nature which interfere with the construction work. Removal of ground water to a level

below the structure sub-grade will be necessary unless specified otherwise. The water removed during excavation shall not be directed to storm drain system. The contractor shall apply to Delta Diablo for a Discharge Permit to dispose the water encountered during excavations into the sanitary sewer system.

- J. Should the Contractor elect to tunnel or jack any portion, he shall first obtain approval from the Project Manager. Payment for such work will be made as though the originally specified method of construction has been used.
- K. Trenching, tunneling, boring and jacking shall comply with the applicable provisions of the State Standard Specifications, these specifications and the plans. All work shall comply with the applicable Federal, State and local laws, regulations, codes and ordinances, and in addition, shall meet the respective utility agencies requirements for joint trench construction for installation of conduits, including, but not limited to, safety, depth, size, type, connection and other regulations and shall be considered as included in the various contract items of work and no additional compensation shall be made therefore.
- L. Pipe will be carefully inspected in the field before and after laying. If any cause for rejection is discovered in a pipe after it has been laid, it shall be subject to rejection. Any corrective work shall be approved by the Project Manager and shall be at no cost to the City.
- M. When connections are to be made to any existing pipe, conduit, or other appurtenances, the actual elevation or position of which cannot be determined without excavation, the Contractor shall excavate for, and expose, the existing improvement before laying any pipe or conduit. The Project Manager shall be given the opportunity to inspect the existing pipe or conduit before connection is made.
- N. Gravity flow pipe shall be laid downstream to upstream with the socket or collar ends of the pipe upgrade unless authorized by the Project Manager.
- O. Concrete pipe with elliptical reinforcement shall be laid with the minor axis of the reinforcement cage in a vertical position.
- P. Any adjustments in line or grade of not more than 0.1 feet up or down which may be necessary to accomplish the intent of the plans shall be considered as included in the various contract items of work and no additional compensation will be made therefore.
- Q. Locations of existing underground utilities and structures, insofar as they are known from information furnished by the respective utility companies and agencies, have been shown on the plans. The City assumes no responsibility for the accuracy or completeness of said data, which is offered solely for the convenience of the Contractor it shall be the Contractor's responsibility to verify the location of these obstructions, and to locate any other underground utilities or structures, which might interfere with the Contractor's operations.

- R. If soft spongy, unstable or other similar material is encountered upon which the bedding material or pipe is to be placed, this unsuitable material shall be removed to a depth ordered by the Project Manager and replaced with bedding material suitably densified. Additional bedding so ordered, over the amount required by the plans or specifications, will be paid for as provided in the Proposal or the Technical Specifications. If the necessity for such additional bedding material has been caused by an act or failure to act on the part of the Contractor, or is required for the control of ground water, the Contractor shall bear the expense of the additional excavation and bedding.
- S. Where pipe culverts are to be installed in new embankment, it shall first be constructed to the required height as shown on the plans, and for a distance each side of the culvert location of not less than five (5) times the diameter of the culvert, after which the trench shall be excavated with sides as nearly vertical as soil conditions will permit and culvert installed
- T. For excavations in landscape areas, all damaged irrigation systems, including irrigation piping and electrical wiring shall be repaired and restored to the original condition on the same day they are damaged. All landscape surface areas shall be restored to its original condition unless specified otherwise.
- U. No tree roots over 1.5 inches in diameter shall be cut without the authorization from the Project Manager or City's Arborist. If existing roots over 1 inch in diameter are cut during the course of work, the cut faces shall be thoroughly coated with emulsified asphalt made especially for use on cut or damaged plant tissues. All exposed roots shall be covered with wet burlap to prevent them from drying out.
- V. Trim excavation. Hand trim for bell and spigot pipe joints. Remove loose matter.
- W. Correct over excavated areas with compacted backfill as specified for authorized excavation as directed by Project Manager.
- X. Remove excess subsoil not intended for reuse, from site. The legal disposal of excess materials shall be the responsibility of the Contractor.
- Y. Use of explosives and blasting material will not be permitted.
- Z. Stockpile excavated material in area designated on site as shown on the Contractor's approved Staging Plans.
- AA. In areas of high vehicular or pedestrian volumes, the Project Manager may order the immediate removal of excavated material and that sidewalks and gutters be kept clean at all times.
- BB. The Contractor may transport or backhaul material to be used as backfill material from any portion of a project to any other portion or line of the same project, or from any project being constructed under one contract to any other project being

constructed under that same contract. Such transported material shall be clean soil, free from organic material, trash, debris, rubbish, or other objectionable substances except that broken Portland cement concrete or bituminous type paving allowable for the type of backfill specified may be permitted

3.10 OVER-EXCAVATION

- A. When ordered by the Project Manager, whether or not indicated in the project plans and specifications, trenches shall be over-excavated beyond the depths shown and such over-excavation shall be to the depths ordered the Project Manager. Backfill for over excavation backfill shall be Class 2 Permeable materials. For wet trenches, Contractor shall install a filter fabric on top and below the permeable materials.

3.11 PIPE LAYING

- A. Lay pipes to lines and grades indicated on Drawings, with uniform bearing under the full length of the barrel of the pipe. Project Manager reserves right to make changes in lines, grades, and depths of utilities when changes are required for Project conditions.
- B. Pipe sections shall be laid and joined in such a manner that the offset of the inside of the pipe at any joint will be held to a minimum at the invert. The maximum offset at the invert of pipe shall be 1 percent of the inside diameter of the pipe or 3/8 inch, whichever is smaller.
- C. After the joints have been made, the pipe shall not be disturbed in any manner.
- D. At the close of work each day, or whenever the work ceases for any reason, the end of the pipe shall be securely closed unless otherwise permitted by the Project Manager.
- E. All pipe shall be installed in accordance with the manufacturer's recommendations.
- F. The interior of the pipe shall be clean and free from foreign materials before sections of the pipe are connected. The open ends of the pipe shall be sealed with watertight plugs or other approved means at times when pipe laying is not in progress. Under no conditions shall ground water be allowed to enter the pipe.
- G. Dropping or bumping of pipe will not be permitted. Care shall be exercised by the Contractor to prevent damage to the pipe during handling. There shall be no distortion or deflection of the pipe which might induce damage to the pipe, pipe lining, pipe coating or joints.

- H. Pipe will be carefully inspected in the field before and after laying. In no event shall rejected pipe be installed. Any pipe failing to pass inspection after laying shall be subject to rejection. Any corrective work shall be approved by the Project Manager and shall be at no cost to the City.
- I. The Contractor shall provide a minimum of twelve (12) inches vertical clearance between the pipe and proposed or existing facilities and improvements or per the Utility owner's requirements. A minimum of twelve inches (12 inches) vertical clearance between the pipe and sanitary sewers, gas or petroleum lines and telephone cables shall be provided. Clearance for electrical conduits shall be as provided in the applicable General Safety Orders or utility regulations. Sanitary sewer and water lines shall be 10 feet horizontally clear and not in the same trench and in conformance with Water Main Separation Criteria: Chapter 16 - California Waterworks Standards Article 6 - §64572, unless specifically shown or directed by the Project Manager.
- J. Every precaution shall be taken against floating the pipe. In case of such floating, the Contractor shall replace the pipe to its proper location at his own expense, and replace any damaged pipe which may have resulted.

3.12 PLACING AND SPREADING OF BACKFILL MATERIALS

- A. Regardless of compaction method, backfill shall be evenly spread in horizontal layers so that when compacted each layer shall not exceed eight (8) inches in thickness. During spreading, each layer shall be thoroughly mixed as necessary to promote uniformity of material and uniformity of moisture throughout backfill materials. Material placed in excess of eight (8) inches in thickness shall be removed and re-compacted with the next lift.
- B. Systematically backfill to allow maximum time for natural settlement. Do not backfill over porous, wet, frozen, or spongy subgrade surfaces.
- C. Water shall be added before or during spreading until the proper moisture content is achieved where the backfill material moisture content is below the optimum moisture content.
- D. Where the backfill material moisture content is too high to permit the specified degree of compaction, the material shall be dried or replaced until the moisture content is satisfactory.
- E. Unless otherwise approved by the Project Manager, all trenches within the existing roadway shall be backfilled completely and the roadway made passable to traffic at the end of each day's operation.
- F. Backfill, or fill, as the case may be, for cast-in-place structures such as, but not limited to, manholes, transition structures, junction structures, vaults, valve boxes and reinforced concrete conduits shall start at the sub-grade for the structure.

- G. Except where the pipe must remain exposed for force main leakage tests and subject to the provisions herein, the Contractor shall proceed as soon as possible with backfilling operations. Care shall be exercised so that the conduit will not be damaged or displaced. If the pipe is supported by concrete bedding placed between the trench wall and the pipe, the remainder of any bedding material shall be placed to 1 foot over the top of the conduit. The backfill above the concrete bedding shall not be placed nor sheeting pulled until the concrete has attained sufficient strength as required by the Project Manager.
- H. Trenches shall not be backfilled until all required pressure tests are performed and until the utilities systems as installed conform to the requirements specified in the several sections covering the installation of the various utilities.
- I. Voids left by the removal of sheeting, piles and similar sheeting supports shall be immediately backfilled and compacted into place to assure dense and complete filling of the voids.
- J. After the placing of backfill has been started, the Contractor shall proceed as soon as practicable with compaction.
- K. Backfill shall be mechanically compacted by means of tamping rollers, sheepsfoot rollers, pneumatic tire rollers, vibrating rollers, or other mechanical tampers. All such equipment shall be of a size and type approved by the Project Manager. Impact-type pavement breakers (stompers) will not be permitted. Sheepsfoot equipment shall be limited to outside the Pipe Zone.
- L. Permission to use specific compaction equipment shall not be construed as guaranteeing or implying that the use of such equipment will produce required results or will not result in damage to adjacent ground, existing improvements, or improvements installed under the contract. The Contractor shall make its own determination in this regard.
- M. Material for mechanically compacted, backfill shall be placed in lifts which, prior to compaction, shall not exceed the thickness specified above.
- N. Mechanically compacted backfill shall be placed in horizontal layers of thickness compatible to the material being placed and the type of equipment being used. Each layer shall be evenly spread, moistened (or dried, if necessary), and then tamped, vibrated or rolled until the specified relative compaction has been attained.

3.13 COMPACTION OF BACKFILL MATERIALS

- A. Compaction of backfill materials shall be in accordance with ASTM D1557 for cohesive type soils and in accordance with ASTM D4253 and D4254 for cohesionless, free-draining granular type materials. The following compaction test requirements shall apply:

Location of backfill	Relative Compaction
Pipe Zone (including Bedding)	90
Trench Zone	90
Final Zone (paved areas, excluding the Pavement Section)	95
Final Zone (unpaved or landscape areas)	90
Over-excavated areas	90
Around minor structures	90
Beneath minor structures	95

- B. Compaction of Pipe Zone including Bedding material shall be by hand tamping, hand held mechanical vibrating equipment or other means approved by the Project Manager.
- C. Each layer of backfill material shall be mechanically compacted to the specified percentage of maximum density. Equipment that is consistently capable of achieving the required degree of compaction shall be used and each layer shall be compacted over its entire area while the material is at the required moisture content range. Flooding, ponding, or jetting shall not be used.
- D. Use hand operated power compaction equipment where use of heavier equipment is impractical or restricted due to weight limitations.
- E. Backfill within 3 feet of structures or walls shall be compacted with hand operated equipment. Do not use equipment weighing more than 10,000 pounds closer to walls than a horizontal distance equal to the depth of the fill at that time.

3.14 TEMPORARY RESURFACING

- A. Unless permanent pavement is placed immediately, temporary bituminous re-surfacing 2 inches thick shall be placed and maintained in streets and parking lot areas and at locations determined by the Project Manager wherever excavation is made through pavement, sidewalk or driveways. Temporary asphalt shall be placed flush with the adjacent pavement grade.
- B. Hot Mix Asphalt shall be used for temporary resurfacing when permanent surfacing is not to be placed within seven (7) days.
- C. In sidewalk areas the temporary bituminous re-surfacing shall be at least 1-inch-thick, in all other areas it shall be at least 2 inches thick. At major intersections and other critical locations, a greater thickness may be ordered. Temporary resurfacing shall be placed as soon as the condition of the backfill is suitable to receive it and shall remain in place until the condition of the backfill is suitable for permanent resurfacing. Surfacing shall be maintained in a smooth and level condition. The temporary paving shall conform to the requirements of Section 39

of the State Standard Specifications and unless specified differently in the Technical Specifications, may use any of the mixes allowed in Section 39 for such temporary surfacing of trenches.

- D. The re-surfacing shall be placed, rolled, maintained, removed and disposed of by the Contractor.

3.15 PAVEMENT SECTION REPLACEMENT

- A. Unless otherwise specified on the plans or in the Technical Specifications, all existing pavement surface improvements damaged or removed as a result of the Contractor's operations shall be reconstructed by the Contractor per City of Pittsburg Standard Detail R-5, to same dimensions, except for pavement thickness, and with the same type materials used in the original work. Trench resurfacing shall match the existing pavement thickness, but no less than 3 inches.
- B. The type and thickness of the replacement pavement, base, cement treated base, and sub-base for trenches in public streets and highways shall be as shown on the plans or designated by the Project Manager.
- C. Unless otherwise specified, the following requirements shall govern:

Sub-base: Existing sub-base shall be replaced with Class 2 Aggregate Base. The thickness of sub-base replacement shall be designated by the Project Manager, and that portion of trench backfill lying within such designated limits shall be compacted in accordance with this Section and shall not be less than ninety-five (95) percent as determined by California Test Method No. 216.

- D. Surfacing of trenches in new street sections shall be as required to match the Pavement Section as shown on the project plans and specifications.

3.16 TOLERANCES

- A. [Section 01 45 00 - Quality Control](#): Tolerances.
- B. Top Surface of Backfilling under paved areas: Plus or minus 1/2 inch from required elevations.
- C. Top Surface of General Backfilling: Plus or minus 1/2 inch from required elevations.

3.17 FIELD QUALITY CONTROL

- A. [Section 01 45 00 - Quality Control](#): Field inspecting, testing, adjusting, and balancing.

- B. Perform laboratory material tests in accordance with ASTM D1557, ASTM D698, and AASHTO T180.
- C. Perform in place compaction tests in accordance with the following:
 - 1. Density Tests: ASTM D1556, ASTM D2167, or ASTM D2922.
 - 2. Moisture Tests: ASTM D3017.
- D. When tests indicate Work does not meet specified requirements, remove Work, replace, compact, and retest at the Contractor's expense.

3.18 PROTECTION OF FINISHED WORK

- A. [Section 01 77 00 - Closeout Requirements](#): Contractor shall protect all the finished work and any damage to the finished work shall be replaced at the Contractor's expense.

3.19 TEMPORARY STEEL PLATE BRIDGING

- A. When backfilling operations of an excavation in the roadway including bike lanes, sidewalks and parking strip, whether transverse or longitudinal, cannot be properly completed within a work day, steel plate bridging with a non-skid surface and shoring shall be required to preserve unobstructed traffic and pedestrian flow. In such cases, the following conditions shall apply:
 - 1. Steel plates used for bridging must extend a minimum of 12-inches beyond the edges of the trench.
 - 2. Steel plate bridging shall be installed to operate with minimum noise or movement.
 - 3. The trench shall be adequately shored to support the bridging and traffic loads.
 - 4. Temporary paving with cold asphalt concrete shall be used to feather the edges of the plates, if plate installation by Method (2) described below, is used.
 - 5. Bridging shall be secured against displacement by using adjustable cleats, shims, or other devices.
- B. The Contractor is responsible for maintenance of the steel plates, shoring, asphalt concrete ramps, and ensuring that they meet minimum specifications.
- C. All work done by the City crews for lack of maintenance of the temporary steel plates as specified above by the Contractor shall be back charged to the Contractor.
- D. Steel plate bridging shall not exceed four (4) consecutive working days in any given week and should not be left through the weekend, unless approved by the Engineer.

- E. Steel plate bridging and shoring shall be installed using either Method (1) or (2):
1. **Method 1** For speeds of 45 MPH or greater:

The pavement shall be cold planed to a depth equal to the thickness of the plate and to a width and length equal to the dimensions of the plate. Approach plate(s) and ending plate (if longitudinal placement) shall be attached to the roadway by a minimum of two (2) dowels pre-drilled into the corners of the plate and drilled 2-inches into the pavement. Subsequent plates are to be butted and tack welded to each other.

2. **Method 2** For speeds less than 45 MPH:

Approach plate(s) and ending plate (if longitudinal placement) shall be attached to the roadway by a minimum of two (2) dowels pre-drilled into the corners of the plate and drilled 2-in into the pavement. Subsequent plates are to be butted and tack welded to each other. Fine graded asphalt concrete shall be compacted to form ramps, maximum slope 8.5 percent with a minimum 12-inch taper to cover all edges of the steel plates. When steel plates are removed, the dowel holes in the pavement shall be backfilled with either graded fines of asphalt concrete mix, concrete slurry, epoxy or an equivalent that is satisfactory to the Project Manager.

END OF SECTION 31 23 16

SECTION 32 11 23 - AGGREGATE BASE COURSES**PART 1 - GENERAL**

1.1 SUMMARY

A. Section Includes:

1. Class 2 Aggregate Base course.

B. Related Sections:

1. [Section 31 23 16 - Utility Trenching](#): Compacted fill under base course.
2. [Section 32 12 16 - Asphalt Paving](#): Binder and finish asphalt courses.
3. [Section 32 13 13 - Concrete Surface Improvements](#): Finish concrete surface course.

1.2 REFERENCES

A. American Association of State Highway and Transportation Officials:

1. AASHTO M288 - Standard Specification for Geotextile Specification for Highway Applications.

B. Caltrans Standard Specifications:

1. Section 26 Aggregate Base.

C. CalRecycle

1. <http://www.calrecycle.ca.gov/ConDemo/Aggregate/>

1.3 SUBMITTALS

A. [Section 01 33 00 - Submittal Procedures](#): Requirements for submittals.

B. Product Data:

1. Submit data for geotextile fabric and herbicide.

C. Samples: Submit, in air-tight containers, 5 lbs sample of each type of aggregate fill to testing laboratory or as required by the City.

D. Submit aggregate base gradation, R-value requirements, and sand equivalent requirements as specified in this sections.

- E. Aggregate samples must not be treated with lime, cement, or chemicals before testing for durability index.
- F. Aggregate from untreated reclaimed processed asphalt concrete, Portland cement concrete, lean concrete base or cement-treated base is not considered treated.
- G. If the aggregate gradation test results, sand equivalent test results, or both do not comply with the Contract compliance requirements, remove the aggregate base or request a payment deduction. If the payment deduction request is authorized, \$2.00/cubic yard is deducted.
- H. Materials Source: Submit name of aggregate materials suppliers.
- I. Manufacturer's Certificate: Certify products meet or exceed specified requirements.
- J. Field survey and certify the top of aggregate base design grades as specified in [Section 01 71 23 - Construction Surveying](#).
- K. Supplier shall submit certification data that aggregate base meets the requirements per Caltrans Testing Methods.

1.4 SUSTAINABLE DESIGN SUBMITTALS

- A. Manufacturer's Certificate: Certify products meet or exceed specified sustainable design requirements.
 - 1. Materials Resources Certificates:
 - a. Certify source and origin for salvaged and reused products.
 - b. Certify recycled material content for recycled content products.
 - c. Certify source for regional materials and distance from jobsite.

1.5 QUALITY ASSURANCE

- A. Furnish each aggregate material from single source throughout the Work.
- B. Perform Work according to City Standards.

PART 2 - PRODUCTS

2.1 SUSTAINABILITY CHARACTERISTICS

- A. Materials and Resources Characteristics:

1. Recycled Content Materials: Furnish materials with maximum available recycled content.
2. Regional Materials: Furnish materials extracted, processed, and manufactured within 500 miles of jobsite.

2.2 AGGREGATE MATERIALS

- A. Aggregate must be clean and consist of any combination of the following:
 1. Broken Stone
 2. Crushed Gravel
 3. Natural rough-surfaced gravel
 4. Sand
 5. Processed reclaimed asphalt concrete, Portland cement concrete, lean concrete base, or cement-treated base.
- B. Quality: Aggregate base furnished for the base material shall be free from vegetable matter and other deleterious substances, and shall be of such nature that it can be compacted readily under watering and rolling to form a firm stable base.
- C. Maximum aggregate size shall be 3/4-inch maximum aggregate gradation unless specified otherwise.
- D. Class 2 Aggregate Base: ASTM D2940; graded type. Conform to Section 26 of the Caltrans Standard Specifications. Aggregate gradation for 3/4-inch maximum aggregate base must be within the percentage passing limits for the sieve sizes shown in the following table:

Aggregate Gradation		
Sieve Size	Percentage Passing	
	Operating Range	Contract compliance
2"	-	-
1-1/2"	-	-
1"	100	100
3/4"	90-100	87-100
No. 4	35-60	30-65
No. 30	10-30	5-35
No. 200	2-9	0-12

- E. The aggregate quality characteristic must comply with the requirements shown in the following table:

Aggregate Quality Characteristics		
Quality Characteristics	Requirement	
	Operating Range	Contract compliance

Resistance (R-value, min.)	-	78
Sand Equivalent (min.)	25	22
Durability Index (min.)	-	35

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Verify compacted subgrade is dry and ready to support paving and imposed loads.
 - 1. Proof roll subgrade with minimum two perpendicular passes to identify soft spots unless specified otherwise in the Project Geotechnical Report.
 - 2. Remove soft subgrade and replace with compacted fill unless specified otherwise in the Project Geotechnical Report or as ordered by the Project Manager.
- B. Immediately before spreading aggregate base, the subgrade must comply with the specified compaction and elevation tolerance for the material involved and be free from loose or extraneous materials.
- C. Contractor may use aggregate base to fill areas of the subgrade that are lower than the grade as shown on the Drawings.

3.2 PREPARATION

- A. Correct irregularities in subgrade gradient and elevation by scarifying, reshaping, and re-compacting.
- B. Do not place fill on soft, muddy, or frozen surfaces.

3.3 AGGREGATE PLACEMENT

- A. Deliver uniform thickness of aggregate base to the roadbed. Deposit aggregate base in layers or windrows.
- B. Spread and shape the aggregate base to such thickness that after watering and compacting, the completed aggregate base is within the tolerances specified below in Section 3.5.
- C. Avoid material segregation. Segregated materials shall be re-mixed until uniform.
- D. Aggregate base must be free from pockets of coarse or fine material.
- E. If the aggregate base thickness shown is 0.50 foot or less, spread and compact the aggregate base in one layer. If the thickness shown is more than 0.50 foot,

spread and compact the aggregate base in at least 2 approximately equal layers in thickness. The compacted thickness of any one layer must not exceed 0.50 foot.

- F. At locations inaccessible to spreading equipment, spread and compact aggregate base by any means that will attain the specified requirements; by hand compaction if needed.
- G. Apply water to moisture condition the aggregate base as needed for optimum moisture content for compaction.
- H. Compact each aggregate base layer to at least 95 percent relative compaction.
- I. If bi-axial is installed as shown on the Drawings or as directed by the City's Project Manager, compact aggregate base with either (1) a smooth-wheeled roller or (2) a rubber-tired roller. Do not use vibratory devices during compaction.
- J. Level and contour surfaces to elevations, profiles, and gradients indicated.
- K. Maintain optimum moisture content of fill materials to attain specified compaction density.
- L. Correct areas of aggregate base that do not comply with the described thickness.

3.4 TOLERANCES

- A. [Section 01 45 00 - Quality Control](#): Tolerances.
- B. Maximum Variation from Flat Surface: 1/4 inch measured with 10-foot straight edge.
- C. Maximum Variation from Thickness: 1/4-inch.
- D. Maximum Variation from Elevation: 1/4-inch.

3.5 FIELD QUALITY CONTROL

- A. [Section 01 77 00 - Closeout Requirements](#): Field inspecting, testing, adjusting, and balancing.
- B. When tests indicate Work does not meet specified requirements, correct areas of aggregate base that do not comply with the specified requirements and retest, or request a payment deduction. If a payment deduction is authorized, the deduction is calculated by multiplying:
 - 1. Deficient thickness less allowable tolerance
 - 2. Planned width
 - 3. Longitudinal distance of the deficient thickness

4. \$17.00/cubic yard of the item price adjusted for cubic yards, whichever is higher

END OF SECTION 32 11 23

SECTION 32 12 16 - ASPHALT PAVING**PART 1 - GENERAL**

1.1 SUMMARY

A. Section Includes:

1. Asphalt materials.
2. Aggregate materials.
3. Type A HMA Asphalt paving
4. Tack coat
5. Asphalt Rubber Binder Seal Coat

B. Related Requirement:

1. [Section 32 11 23 - Aggregate Base Courses](#): Compacted subbase for paving.
2. [Section 33 05 13 - Manholes and Structures](#)

1.2 PRICE AND PAYMENT PROCEDURES

A. [Section 01 29 00 - Payment Procedures](#): Contract Sum/Price

B. Asphalt Paving or HMA:

1. Basis of Measurement: By ton and will be based on certified weight-meters certificates showing gross, net weight and the type and grading of the mix for each load unless specified otherwise on the Bid Form.
2. Basis of Payment: Includes priming surfaces, tack coating surfaces, fog seal, furnishing, placing, compacting asphalt pavement and temporary HMA tapers.

C. Asphalt Dikes:

1. Basis of Measurement: By lineal foot.
2. Basis of Payment: Includes priming surfaces, tack coating surfaces, furnishing, placing, compacting.

1.3 REFERENCE STANDARDS

A. American Association of State Highway and Transportation Officials:

1. AASHTO M17 - Standard Specification for Mineral Filler for Bituminous Paving Mixtures.

2. AASHTO M29 - Standard Specification for Fine Aggregate for Bituminous Paving Mixtures.
3. AASHTO M140 - Standard Specification for Emulsified Asphalt.
4. AASHTO M208 - Standard Specification for Cationic Emulsified Asphalt.
5. AASHTO M288 - Standard Specification for Geotextile Specification for Highway Applications.
6. AASHTO M320 - Standard Specification for Performance-Graded Asphalt Binder.
7. AASHTO M324 - Standard Specification for Joint and Crack Sealants, Hot Applied, for Concrete and Asphalt Pavements.
8. AASHTO MP1a - Standard Specification for Performance-Graded Asphalt Binder.
9. AASHTO T283-14 – Standard Method of Test for Resistance of Compacted Asphalt Mixtures to Moisture-Induced Damage.
10. AASHTO T324 (Modified) -Hamburg Wheel-Track Testing of Compacted Hot Mix Asphalt (HMA).

B. Asphalt Institute:

1. AI MS-2 - Mix Design Methods for Asphalt Concrete and Other Hot- Mix Types.
2. AI MS-19 - Basic Asphalt Emulsion Manual.
3. AI SP-2 - Superpave Mix Design.

C. State Standard Specification:

1. Section 39 Asphalt Concrete.
2. Section 92 Asphalt Binder.
3. Section 94 Asphaltic Emulsions
4. Section 96 Geosynthetics

1.4 SUBMITTALS

A. [Section 01 33 00 - Submittal Procedures](#): Requirements for submittals.

B. Job Mix Formula (JMF): Except for the Hot Mix Asphalt (HMA) to be used in miscellaneous areas (median island areas not including inside shoulders, island areas, sidewalk, gutters, ditches, over side drains and aprons at end of drainage structures) and dikes, submit the proposed JMF for Type A HMA.

C. The JMF must be submitted on the Contractor Job Mix Formula Proposal form along with:

1. Mix design documentation on Contractor's Hot Mix Asphalt Design data form dated with 12 months of submittal.
2. Safety Data Sheets (SDS) for the following:
 - a. Asphalt Binder
 - b. Supplemental fine aggregate except fines from dust collectors
 - c. Antistrip additives.

- D. The Contractor's Hot Mix Asphalt Design Data form must show documentation on aggregate quality.
- E. Submit QC test results for Reclaimed Asphalt Pavement (RAP) gradation with the combined aggregate gradation within 2 business days of taking RAP samples during Type A HMA production.
- F. Contractor shall submit a new JMF if there are changes to any of the following:
 - 1. Target asphalt binder percentage greater than ± 0.2 percent.
 - 2. Asphalt binder supplier
 - 3. Combined aggregate gradation
 - 4. Aggregate sources
 - 5. Liquid antistrip producer or dosage
 - 6. Average binder content in a new processed RAP stockpile by more than ± 2.0 percent from the average RAP binder content reported on Contractor Hot Mix Asphalt Design Data form.
 - 7. Average maximum specific gravity in a new processed RAP stockpile by more than ± 0.060 percent from the average maximum specific gravity value reported on Contractor's Hot Mix Asphalt Design Data form.
 - 8. Any material in the JMF.
- G. Submit a current asphalt concrete mix design from two separate sources (primary source and backup source) for asphalt concrete proposed to be used.
- H. Contractor shall provide delivery tickets to the City at the time of delivery of each load of product, including asphalt concrete, tack coat, sealant, and paving reinforcement fabric. Each delivery ticket shall include or be accompanied by appropriate batch information produced by the batching plant or factory of origin and information stating the mix or model number, total yield in tons, gallons, or square feet, and time, date, and location of delivery.
- I. Any asphalt concrete rejected by the Project Manager shall be deducted from the total quantity of asphalt concrete tonnage.
- J. Reference Plan: Contractor shall have a walk through with the Project Manager for all installed underground boxes and/or iron elements, 10 days prior to any pavement repair. Contractor shall submit a reference plan (RP) to the Project Manager's review for utility facilities adjustment 3 working days prior to lowering any utility facilities.
- K. Contractor shall submit a paving plan for longitudinal joints.

1.5 QUALITY CONTROL PLAN

- A. The Contractor shall submit a Quality Control (QC) plan for HMA.
- B. The QC plan shall describe the organization and procedures for:

1. Controlling HMA quality characteristics
2. Taking samples, including sampling locations.
3. Establishing, implementing, and maintaining QC
4. Determining when corrective actions are needed.
5. Implementing corrective actions.
6. Using methods and materials for backfilling core locations.

C. The QC plan must address the elements affecting HMA Quality, including

1. Aggregates
2. Asphalt binder
3. Additives
4. Productions
5. Paving

D. For CIP projects, the Contractor shall permit the City’s certified testing laboratory to take samples of the aggregate and asphalt emulsion used in the project at the City’s discretion. Gradation and sand equivalent tests may be run on the aggregate and residual asphalt tests on the emulsion. City will compare the test results with this Section and notify the Contractor if any test fails to meet specifications.

E. The Contractor shall furnish all tools and equipment and employ sufficient trained personnel to operate all equipment and perform all handwork efficiently and skillfully.

1.6 AGGREGATES TESTING:

A. Contractor shall test the quality of aggregates under the test methods and frequencies shown in the following table and provide results to the City:

Aggregate Testing Frequencies

Quality Characteristic	Test Method	Minimum Testing Frequency
Gradation ^a	AASHTO T 27	1 per 750 tons and any remaining part
Sand Equivalent ^{b,c}	AASHTO T 176	
Moisture Content ^d	AASHTO T 255	
Crushed particles	AASHTO T335	1 per 10,000 tons or 2 per project whichever is greater
Los Angeles Rattler	AASHTO T96	
Flat and Elongated particles	AASHTO D4791	
Fine Aggregate angularity	AASHTO T 304 Method A	

^aIf RAP is used, test the combined aggregate gradation under California Test 384.

^bReported Value must be average of 3 tests from a single sample

^cUse of a sand reading indicator is required as shown in AASHTO T 176, Figure 1. Sections 4.7, “Manual Shaker,” 7.1.2, “Alternate Method No.2,” and 8.4.3, “Hand Method”, do not apply. Prepare the stock solution as specified in Section 4.8.1, “Stock solution with formaldehyde”, except omit the addition of formaldehyde.

^dTest at continuous mixing plants only. If RAP is used, test the RAP moisture content at continuous mixing plant and batch mixing plant.

1.7 AMBIENT CONDITIONS

- A. [Section 01 50 00 - Temporary Facilities and Controls](#): Ambient conditions control facilities for product storage and installation.
- B. Do not place HMA on wet pavement or frozen surface.
- C. Maximum lift thickness for asphalt paving shall be 4-inches unless shown otherwise on the Drawings.
- D. Spread Type A HMA at the ambient air and surface temperatures shown in the following table unless shown otherwise on the Drawings:

Lift Thickness (Feet)	Ambient air (°F)		Surface (°F)	
	Unmodified asphalt binder	Modified asphalt binder	Unmodified asphalt binder	Modified asphalt binder
< 0.15	55	50	60	55
≥ 0.15	45	45	50	50

PART 2 - PRODUCTS

2.1 ASPHALT PAVING

- A. Asphalt Concrete shall conform to Section 39, “Asphalt Concrete”, of the State Standard Specifications and the City Standard Specifications.
- B. Asphalt Concrete for surfacing shall be Hot Mix Asphalt (HMA) Type A.
- C. Asphalt Materials:
 - 1. Asphalt Binder: Asphalt Binder must comply with Section 92, “Asphalt Binders” of the State Standard Specifications.

- a. For a leveling course, the grade of the asphalt binder for the Hot mix asphalt (HMA) must be PG 64-10 or PG 64-16.
 - b. For Miscellaneous areas, and asphalt dikes the grade of the asphalt binder for the Hot mix asphalt (HMA) must be PG 70-10. Minimum asphalt binder content must be 6.40 percent for 3/8" maximum size aggregate.
 - 2. Tack Coat: Diluted cationic emulsified asphalt per Section 94, "Asphaltic Emulsions", of the State Standard Specification. Asphaltic emulsion shall be Grade CSS1h setting type.
 - 3. Reclaimed Asphalt Pavement (RAP): Processed material obtained by milling or full depth removal of existing asphalt paving.
- D. Reclaimed Asphalt Pavement (RAP) aggregate may be substituted for a part of virgin aggregate in a quantity not to exceed fifteen percent (15%) by weight of the aggregate blend.
- 1. RAP shall conform to Section 39-2.02A(3)(c), "Reclaimed Asphalt Pavement", of the State Standard Specifications.
 - 2. During Type A HMA production, sample RAP twice daily and perform QC testing for:
 - a. Aggregate gradation at least once a day under California Test 384.
 - b. Moisture content at least twice a day.
 - 3. If RAP is used, RAP quality requirements must be as shown in the following table.

Reclaimed Asphalt Pavement Quality

Quality Characteristic	Test method	Requirement
Binder Content (% within the average value reported)	AASHTO T 164	± 2.00
Specific Gravity (within the average value reported)	AASHTO T 209	± 0.06

- E. Aggregate Materials:
- 1. Coarse Aggregate: ASTM D692; Aggregate retained on a no. 4 sieve. crushed stone or gravel.
 - 2. Fine Aggregate: ASTM D1073, AASHTO M29; Aggregate passing a no. 4 sieve. Natural sand or sand manufactured from stone or gravel.
 - 3. Mineral Filler: finely ground mineral particles, free of foreign matter consisting of rock dust, slag dust, hydrated lime, hydraulic cement, or any combination of these and complying with AASHTO M17. Mineral fillers shall only be used if needed to improve the workability of the mix or gradation of the aggregate.
 - 4. The aggregate gradation for Type A HMA must comply with the requirements shown in the following table unless specified otherwise on the Drawings:

Aggregate Gradation Requirements

Type A HMA pavement thickness shown	Gradation
Greater than 0.10 to less than 0.20 foot	1/2 inch
0.20 to less than 0.25 foot	3/4 inch
0.25 foot or greater	3/4 inch

5. The top 0.20-foot layer of asphalt pavement on the roadway shall have an aggregate gradation of 1/2" inch maximum.
6. Aggregate gradation must be within the Target Value (TV) limits for the specified sieve size shown in the following tables:

**Aggregate Gradation for Type A HMA (percentage passing)
1 inch**

Sieve Size	Target value limit	Allowable tolerance
1"	100	-
3/4"	88-93	TV ± 5
1/2"	72-85	TV ± 6
3/8"	55-70	TV ± 6
No. 4	35-52	TV ± 7
No. 8	22-40	TV ± 5
No. 30	8-24	TV ± 4
No. 50	5-18	TV ± 4
No. 200	3-7	TV ± 2.0

3/4 inch

Sieve Size	Target value limit	Allowable tolerance
1"	100	-
3/4"	90-98	TV ± 5
1/2"	70-90	TV ± 6
No. 4	42-58	TV ± 5
No. 8	29-43	TV ± 5
No. 30	10-23	TV ± 4
No. 200	2-7	TV ± 2.0

1/2 inch

Sieve Size	Target value limit	Allowable tolerance
3/4"	100	-
1/2"	95-98	TV ± 5
3/8"	72-95	TV ± 5
No. 4	52-69	TV ± 5
No. 8	35-55	TV ± 5
No. 30	15-30	TV ± 4
No. 200	2-8	TV ± 2.0

3/8 inch

Sieve Size	Target value limit	Allowable tolerance
3/4"	100	-
1/2"	95-98	TV ± 5
3/8"	72-95	TV ± 5
No. 4	52-69	TV ± 5
No. 8	35-55	TV ± 5
No. 30	15-30	TV ± 4
No. 200	2-8	TV ± 2.0

7. Before the additional of asphalt binder, the aggregates must comply with the quality requirements shown in the following table:

Quality characteristics	Test Method	Requirement
Aggregate Gradation ^a	AASHTO T27	JMF ± Tolerance
Percent of crushed particles	AASHTO T 335	95
Coarse aggregate (min, %)		
One-fractured face		
Two-fractured face		
Fine aggregate (min, %)	AASHTO T96	70
Passing No. 4 sieve and retained on No. 8 sieve.)		
One-fractured face		
Los Angeles Rattler (max, %)	AASHTO T176	12
Loss at 100 Rev.		
Loss at 500 Rev.		
Sand equivalent (min.) ^{b, c}		47
Flat and elongated particles (max, % by weight at 5:1)	ASTM D4791	10
Fine aggregate angularity (min, %) ^d	AASHTO T304, Method A	45
<p>^aThe Project Manager determines combined aggregate gradations containing RAP under California Test 384.</p> <p>^bReported value must be the average of 3 tests from a single sample.</p> <p>^cUse of a sand reading indicator is required as shown in AASHTO T176, Figure 1. Section 4.7, "Manual Shaker", 7.1.2, "Alternate Method No.2." and 8.4.3, "Hand Method," do not apply. Prepare the stock solution as specified in section 4.8.1, "Stock solution with formaldehyde," except omit the addition of formaldehyde.</p> <p>^dThe Project Manager waives this specification if HMA contains 10 percent or less of nonmanufactured sand by weight of total aggregate. Manufactured sand is fine aggregate produced by crushing rock or gravel.</p>		

2.2 TYPE A HMA PRODUCTION

- A. Contractor shall test the quality characteristics of Type A HMA under the test methods and frequencies shown in the following table and provide results to the City:

Type A HMA Production Testing Frequencies

Quality Characteristic	Test method	Minimum testing frequency
Asphalt Binder	AASHT T 308, Method A	1 per 750 tons and any remaining part
HMA Moisture Content	AASHTO T 329	1 per 2,500 tons but not less than 1 per paving day
Air Void Content	AASHTO T 269	1 per 4,000 tons or 2 every 5 paving days whichever is greater
Voids in mineral aggregate	SP-2 Asphalt Mixture Volumetrics	1 per 10,000 tons or 2 per project whichever is greater
Dust proportion	SP-2 Asphalt Mixture Volumetrics	
Density of core	California Test 375	2 per paving day
Nuclear gauge density	California Test 375	3 per 250 tons or 3 per paving day, whichever is greater
Hamburg wheel track	AASHTO T 324 (Modified)	1 per 10,000 tons or 1 per project whichever is greater.
Moisture susceptibility	AASHTO T 283	

2.3 TYPE A HMA ACCEPTANCE

- A. In place Type A HMA quality requirements shall be as shown in the following table:

Type A HMA Acceptance In Place

Quality Characteristic	Test method	Requirement
Asphalt Binder content (%)	AASHTO T 308 Method A	JMF – 0.3, +0.50
HMA moisture content (max, %)	AASHTO T 329	1.00
Voids in mineral aggregate on laboratory-produced HMA (min, %) ^d Gradation: No. 4 3/8-inch 1/2-inch	SP-2 Asphaltic Mixture Volumetrics	16.5-19.5
		15.5-18.5
		14.5-17.5

3/4-inch 1-inch with NMAS = 1-inch with NMAS = 3/4-inch		13.5-16.5 13.5-16.5 14.5-17.5
Voids in mineral aggregate on plant-produced HMA (min, %) ^a Gradation: No. 4 3/8-inch 1/2-inch 3/4-inch 1-inch with NMAS = 1-inch with NMAS = 3/4-inch	SP-2 Asphaltic Mixture Volumetrics ^c	15.5-18.5 14.5-17.5 13.5-16.5 12.5-15.5 12.5-15.5 13.5-16.5
Dust proportion	SP-2 Asphaltic Mixture Volumetrics	0.6-1.3 ^g
Density of core (% of max theoretical density) ^{e,f}	California Test 375	91.0-97.0
Hamburg wheel track (min number of passes at 0.5-inch rut depth) Binder grade: PG 58 PG 64 PG 70 PG 76 or higher	AASHTO T 324 (Modified)	10,000 15,000 20,000 25,000
Hamburg wheel track (min number of passes at inflection point) Binder grade: PG 58 PG 64 PG 70 PG 76 or higher	AASHTO T 324 (Modified)	10,000 10,000 12,500 15,000
Moisture susceptibility (min, psi, dry strength)	AASHTO T 283	100
Moisture susceptibility (min, psi, wet strength)	AASHTO T 283	70
^a Prepare 3 briquettes. Report the average of 3 tests, ^b For CIP projects, the City's Testing Laboratory determines the bulk specific gravity of each lab-compacted briquette under AASHTO T 275, Method A, and theoretical maximum specific gravity under AASHTO T 209, Method A. ^c Determine the bulk specific gravity under AASHTO T 275, Method A. ^d For CIP projects, the City's Testing Laboratory determines the laboratory-prepared Type A HMA value for only mix design verification.		

^eFor CIP projects, the City's Testing Laboratory determines percent of theoretical maximum density under California Test 375 except for CIP Projects, City's Testing Laboratory uses:

1. AASHTO T 275 to determine in-place density of each density core.
2. AASHTO T 209, method A to determine theoretical maximum density instead of calculating test maximum density.

^fFor CIP projects, the City's Testing Laboratory determines theoretical maximum density under AASHTO T 209, Method A, at the frequency specified in California Test 375, part 5, section D.

^gFor lime-treated aggregates, the dust proportion requirement is 0.6-1.5

2.4 SOURCE QUALITY CONTROL

- A. [Section 01 45 00 - Quality Control](#): Testing, inspection and analysis requirements.
- B. Test samples in accordance with AI MS-2.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. [Section 01 70 00 - Execution](#): Requirements for installation examination.
- B. Verify utilities indicated under paving are installed with excavations and trenches backfilled and compacted.
- C. Verify compacted aggregate base is dry and ready to support paving and imposed loads as specified in the project Geotechnical Report or as directed by the Project Manager.
 1. Proof roll subbase with minimum two perpendicular passes to identify soft spots.
 2. Remove soft subbase and replace with compacted fill.
- D. Verify with a licensed land surveyor that the gradients and elevations of base are correct.
- E. Verify drainage grates and frames, and manhole frames are installed in correct position and elevation.

3.2 CONSTRUCTION

- A. Contractor may deposit HMA in a windrow and load it in the paver if:
 1. Paver is equipped with a hopper that automatically feeds the screed.

2. Loading equipment can pick up the windrowed material and deposit it in the paver hopper without contaminating or damaging HMA and subgrade base material.
 3. Activities for depositing, pickup loading and paving are continuous.
 4. HMA temperature in the windrow does not fall below 260-degree F.
- B. HMA placed in a windrow on the roadway surface must not extend more than 250 feet in front of the loading equipment or material transfer vehicle.
- C. HMA handled, spread, or windrowed must not stain the finished surface of any improvement, including pavement.
- D. Do not use petroleum products such as kerosene or diesel fuel to release HMA from trucks, spreaders, or compactors.
- E. HMA must be free of:
1. Segregation
 2. Coarse or fine aggregate pockets
 3. Hardened lumps
- F. Complete finish rolling activities before the pavement surface temperature is
1. Below 150 degrees F for HMA with unmodified binder
 2. Below 140 degrees F for HMA with modified binder

3.3 SPREADING AND COMPACTING EQUIPMENT

- A. Paving equipment for spreading must be:
1. Self-propelled
 2. Mechanical
 3. Equipped with a screed or strike-off assembly that can distribute HMA the full width of a traffic lane.
 4. Equipped with a full-width compacting device.
 5. Equipped with automatic screed controls and sensing devices that control the thickness, longitudinal grade, and transverse screed slope.
- B. Install and maintain grade and slope reference.
- C. The screed must be heated and produce a uniform HMA surface texture without tearing, shoving, or gouging.
- D. The paver must not leave marks such as ridges and indentations unless you can eliminate them by rolling.
- E. Rollers must be equipped with a system that prevents HMA from sticking to the wheels. You may use a parting agent that does not damage the HMA or impede the bonding of layers.

- F. In areas inaccessible to spreading and compacting equipment:
 - 1. Spread the HMA by any means to obtain the specified lines, grades and cross sections.
 - 2. Use a pneumatic tamper, plate compactor, or equivalent to achieve thorough compaction.

3.4 MATERIAL TRANSFER VEHICLE:

- A. The material transfer vehicle must have sufficient capacity to prevent stopping the paver and must be capable of:
 - 1. Either receiving HMA directly from trucks or using a windrow pickup head to load it from a windrow deposited on the roadway surface.
 - 2. Remixing the HMA with augers before transferring into the paver's receiving hopper or feed system.
 - 3. Transferring HMA directly into the paver's receiving hopper or feed system.

3.5 METHOD COMPACTION EQUIPMENT:

- A. For method compaction, each paver spreading HMA must be followed by 3 rollers:
 - 1. One vibratory roller specified designed to compact HMA. The roller must be capable of at least 2,500 vibrations per minute and must be equipped with amplitude and frequency controls. The roller's gross static weight must be at least 7.5 tons.
 - 2. One oscillating-type pneumatic-tired roller at least 4 feet wide. Pneumatic tires must be of equal size, diameter, type, and ply. The tires must be inflated to 60 psi minimum and maintained so that the air pressure does not vary more than 5 psi.
 - 3. One steel-tired, 2-axle tandem roller. The roller's gross static weight must be at least 7.5 tons.

3.6 SURFACE PREPARATION:

- A. Before placing HMA, remove loose paving particles, dirt, and other extraneous material by any means including flushing and sweeping.
- B. Prepare subgrade to receive HMA under the sections for the material involved. Subgrade must be free of loose and extraneous material.

3.7 TACK COAT:

- A. Apply tack coat in accordance with Section 39-2.01C(3)(f) of the State Standard Specifications.

- B. Apply tack coat:
 - 1. To existing pavement including planed surfaces.
 - 2. Between HMA layers
 - 3. To vertical surfaces of:
 - a. Curbs
 - b. Gutters
 - c. Construction joints.
- C. Coat surfaces of manholes and catch basins.
- D. Equipment for the application of tack coat must comply with Section 37-1.03B, "Equipment" of the State Standard Specifications.
- E. Before placing HMA, apply tack coat in one (1) application at the minimum residual rate shown in the following table for the condition of the underlying surface:

Tack Coat Application Rates for HMA

HMA Over:	Minimum residual rates (gal/sq. yd) CSS1/CSS1h asphaltic emulsion
New HMA (between layers)	0.02
Concrete Pavement and existing asphalt concrete surfacing	0.03
Planed pavement	0.05

- F. If a stress absorbing membrane interlayer as specified in Section 37-2.05, "Stress Absorbing Membrane Interlayers", of the State Standard Specification is applied, the tack application rates for new HMA apply.
- G. Notify the Project Manager if you dilute asphaltic emulsion with water. The weight ratio of added water to asphaltic emulsion must not exceed 1 to 1.
- H. Apply tack coat to vertical surfaces with a residual rate that will thoroughly coat the vertical face without running off.
- I. Immediately in advance of placing HMA, apply additional tack coat to damaged areas or where loose or extraneous material is removed.
- J. Close areas to traffic receiving tack coat. Do not allow the tracking of tack coat onto pavement surfaces beyond the job site.
- K. If an asphalt binder is used for tack coat, the asphalt binder temperature must be from 285 to 350-degree F when applied.

3.8 LONGITUDINAL JOINTS

- A. Longitudinal joints in the top layer must match lane lines. Alternate the longitudinal joint offsets in the lower layers at least 0.5 foot from each side of the lane line.
- B. A vertical longitudinal joint of more than 0.15 foot is not allowed at any time between adjacent open lanes to traffic.
- C. For an HMA thickness of 0.15 foot or less, the distance between the ends of the adjacent surfaced lanes at the end of each day's work must not be greater than can be completed in the following day of normal paving.
- D. For an HMA thickness greater than 0.15 foot, you must place HMA on adjacent travel way lanes or shoulder such that at the end of each work shift the distance between the ends of HMA layers on adjacent lanes is from 5 to 10 feet. Place additional HMA along the transverse edge at each lane's end and along the exposed longitudinal edges between adjacent lanes. Hand rake and compact the additional HMA to form temporary conforms. Place Kraft paper or other authorized release agent under the conform tapers to facilitate the taper removal when paving activities resume.
- E. If placing HMA against the edge of existing pavement, saw cut or grind the pavement straight and vertical the joint to the full depth and remove extraneous material.

3.9 MISCELLANEOUS AREAS AND DIKES

- A. Asphalt concrete for dikes shall be Type A, 3/8" maximum size aggregate.
- B. Prepare the areas to receive HMA for miscellaneous areas and dikes, including excavation, placing tack coat, and backfill as needed.
- C. Spread the HMA in miscellaneous areas in 1 layer and compact to the specified lines and grades.
- D. The finished surface must be:
 - 1. Textured uniformly
 - 2. Compacted firmly
 - 3. Without depressions, humps, and irregularities.

3.10 COMPACTION

- A. Rolling must leave the completed surface compacted and smooth without tearing, cracking, or shoving.

- B. If a vibratory roller is used as a finish roller, turn the vibrator off.
- C. If the surface to be paved is both in sunlight and shade, pavement surface temperatures are taken in the shade.
- D. Relative compaction will be determined by California Test 375.

3.11 PAVEMENT CRACK SEALING

- A. See [Section 32 12 17 – Asphalt Paving Rehabilitation](#) for Pavement Crack Sealing Specifications.

3.12 ASPHALT PAVING TOLERANCES

- A. [Section 01 45 00 - Quality Control](#): Tolerances.
- B. Flatness: Maximum variation of 1/8 inch measured with 10-foot straight edge.
- C. Scheduled Compacted Thickness: Within 1/4 inch.

3.13 FIELD QUALITY CONTROL

- A. [Section 01 45 00 – Quality Control](#): Requirements for testing, adjusting, and balancing.
- B. Asphalt Paving Mix Temperature: Measure temperature at time of placement.

3.14 PROTECTION

- A. [Section 01 77 00 - Closeout Requirements](#): Requirements for protecting finished Work.
- B. Immediately after placement, protect paving from mechanical injury for until surface temperature is less than 140 degrees F.

END OF SECTION 32 12 16

SECTION 32 13 13 - CONCRETE SURFACE IMPROVEMENTS**PART 1 - GENERAL**

1.1 SUMMARY

A. Section Includes:

1. Aggregate base course.
2. Concrete Surface Improvements for:
 - a. Concrete sidewalks
 - b. Concrete driveways
 - c. Concrete curb ramps
 - d. Concrete curbs and gutters
 - e. Concrete retaining curbs
 - f. Concrete median curbs
 - g. Concrete median nose surfacing
 - h. Concrete valley gutters
 - i. Concrete bus turnouts
 - j. Concrete survey monuments
 - k. Concrete ditches
3. Forms for Concrete
4. Concrete reinforcement (reinforcing bars, welded wire fabric and accessories).
5. Portland Cement Concrete placement
6. Concrete Joints - Expansion, Weakened plane and Score joints
7. Curing compounds

B. Related Requirements:

1. [Section 09 90 00 - Painting and Coating](#): Pavement markings.
2. [Section 31 05 13 - Clearing & Grubbing, Excavation, and Earthwork](#)
3. [Section 32 11 23 - Aggregate Base Courses](#)
4. [Section 32 12 16 - Asphalt Paving](#)
5. [Section 33 05 13 - Manholes and Structures](#)

1.2 PRICE AND PAYMENT PROCEDURES

- A.
- [Section 01 29 00 - Payment Procedures](#)

1.3 REFERENCE STANDARDS

A. State of California (Caltrans) Standards:

1. Section 19 Earthwork
2. Section 26 Aggregate Base
3. Section 51 Concrete Structures
4. Section 52 Reinforcement
5. Section 73 Concrete Curbs and Sidewalks
6. Section 90 Concrete

B. American Association of State Highway and Transportation Officials:

1. AASHTO M295 - Standard Specification for Coal Fly Ash or Calcined Natural Pozzolan for Use in Concrete.
2. AASHTO M302 – Standard Specification for Ground Blast-Furnace Slag for Use in Concrete and Mortars
3. AASHTO T160 - Standard Method of Test for Length Change of Hardened Hydraulic Cement Mortar and Concrete

C. American Concrete Institute:

1. ACI 117 - Specifications for Tolerances for Concrete Construction and Materials.
2. ACI 301 - Specification for Structural Concrete
3. ACI 304 - Guide for Measuring, Mixing, Transporting, and Placing Concrete.
4. ACI 308.1 - Specification for Curing Concrete.
5. ACI 347 – Guide to Formwork for Concrete

D. American Forest & Paper Association:

1. AF&PA - National Design Specification (NDS) for Wood Construction.

E. APA - The Engineered Wood Association:

1. APA/EWA PS 1 - Voluntary Product Standard - Structural Plywood.

F. ASTM International:

1. ASTM A185 - Standard Specification for Steel Welded Wire Fabric, Plain, for Concrete Reinforcement.
2. ASTM A497 - Standard Specification for Steel Welded Wire Fabric, Deformed, for Concrete Reinforcement.
3. ASTM A615 - Standard Specification for Deformed and Plain Billet-Steel Bars for Concrete Reinforcement.
4. ASTM A775 - Standard Specification for Epoxy-Coated Steel Reinforcing Bars.
5. ASTM A1064 - Standard Specification for Carbon-Steel Wire and Welded Wire Reinforcement, Plain and Deformed, for Concrete.

6. ASTM C31 - Standard Practice for Making and Curing Concrete Test Specimens in the Field.
7. ASTM C39 - Standard Test Method for Compressive Strength of Cylindrical Concrete Specimens.
8. ASTM C94 - Standard Specification for Ready-Mixed Concrete.
9. ASTM C143 - Standard Test Method for Slump of Hydraulic Cement Concrete.
10. ASTM C150 - Standard Specification for Portland Cement.
11. ASTM C171 - Standard Specification for Sheet Materials for Curing Concrete.
12. ASTM C172 - Standard Practice for Sampling Freshly Mixed Concrete.
13. ASTM C173 - Standard Test Method for Air Content of Freshly Mixed Concrete by the Volumetric Method.
14. ASTM C231 - Standard Test Method for Air Content of Freshly Mixed Concrete by the Pressure Method.
15. ASTM C260 - Standard Specification for Air-Entraining Admixtures for Concrete.
16. ASTM C309 - Standard Specification for Liquid Membrane-Forming Compounds for Curing Concrete.
17. ASTM C494 - Standard Specification for Chemical Admixtures for Concrete.
18. ASTM C595 - Standard Specification for Blended Hydraulic Cements.
19. ASTM C618 - Standard Specification for Coal Fly Ash and Raw or Calcined Natural Pozzolan for Use as a Mineral Admixture in Concrete.
20. ASTM C979 - Standard Specification for Pigments for Integrally Colored Concrete.
21. ASTM C989 - Standard Specification for Ground Granulated Blast-Furnace Slag for Use in Concrete and Mortars.
22. ASTM C1017 - Standard Specification for Chemical Admixtures for Use in Producing Flowing Concrete.
23. ASTM C1064 - Standard Test Method for Temperature of Freshly Mixed Hydraulic-Cement Concrete.
24. ASTM D209 - Standard Specification for Lampblack Pigment
25. ASTM D1751 - Standard Specification for Preformed Expansion Joint Filler for Concrete Paving and Structural Construction (Nonextruding and Resilient Bituminous Types).

G. Concrete Reinforcing Steel Institute:

1. CRSI 10-MSP – Manual of Standard Practice
2. CRSI 10PLACE – Placing Reinforcing Bars

H. West Coast Lumber Inspection Bureau:

1. WCLIB - Standard No. 17 Grading Rules for West Coast Lumber.

1.4 SUBMITTALS

- A. [Section 01 33 00 - Submittal Procedures](#): Requirements for submittals.
- B. Product Data:
 - 1. Submit data on concrete materials, joint filler, joint sealants, admixtures, curing compounds.
 - 2. Submit certified copies of mill test report of reinforcement materials analysis. Indicate bending and cutting schedules and supporting and spacing devices.
 - 3. Submit manufacturer's information on curing compounds. Submit detailed instructions on installation requirements, including storage and handling procedures.
 - 4. Shop drawings indicate formwork, shoring and reshoring.
- C. Design Data:
 - 1. Submit concrete mix design for each concrete strength. Submit separate mix designs when admixtures are required for the following:
 - a. Hot and cold weather concrete work.
 - 2. Identify mix ingredients and proportions, including admixtures.
 - 3. Chloride can contribute to corrosion of metals embedded in concrete. Admixture manufacturers shall identify chloride content of admixtures and whether or not chloride was added during manufacture.
- D. Protection:
 - 1. Protect materials from moisture and dust by storing in clean, dry location remote from construction operations areas.
 - 2. Provide additional protection according to manufacturer instructions.
- E. Source Quality Control Submittals: Indicate results of factory tests and inspections.
- F. Certifications:
 - 1. At the time of delivery provide certificates of compliance signed by both the Contractor and Supplier to verify the following:
 - a. Materials supplied comply with the specification in all respects.
 - b. Proportioning and mixing is in compliance with a design mix which has been field tested in accordance with the herein requirements and produces the required compressive strength under like conditions.
 - c. Statement of type and amount of admixtures.

- d. All Certificates shall include the Material and Supplier's mix design number.
- e. Volume of concrete. At the time of delivery provide certified delivery ticket stating volume of concrete delivered and time of mixing, or time of load-out in case of transit mixers.

1.5 QUALITY ASSURANCE

- A. Perform Work according to ACI 301.
- B. Obtain cementitious materials from same source throughout unless approved by the City.
- C. Concrete finish shall be consistent with adjacent concrete unless specified otherwise on the Drawings.
- D. For wood products furnished for Work of this Section, comply with AF&PA.

1.6 MOCKUP

- A. [Section 01 45 00 - Quality Control](#): Requirements for mockup.
- B. Construct mockup, 5 feet x 5 feet, including paving, expansion joints, weakened plane joints, score joints, surface texture, and base material for decorative colored concrete work.
- C. Locate where directed by the Project Manager.
- D. Remove mockup when directed by Project Manager.

1.7 AMBIENT CONDITIONS

- A. [Section 01 50 00 - Temporary Facilities and Controls](#): Ambient conditions control facilities for product storage and installation.
- B. Do not place concrete when surface is wet or frozen.
- C. Do not place concrete when base surface temperature is less than 45 degrees F, nor when conditions indicate that the temperature may fall less than 45 degrees F. within 24 hours, except with the written permission of the City Engineer. Salt chemicals, or other foreign materials shall not be mixed with the concrete for the purpose of preventing freezing. Concrete shall be effectively protected from freezing or frost for period of 5 days after placing.
- D. Concrete for structures shall not be mixed or placed while the ambient temperature is above 110 degrees F. unless adequate means are employed to

cool the aggregate and water and satisfactory provisions have been made for protecting the work.

PART 2 - PRODUCTS

2.1 AGGREGATE BASE COURSE

- A. Aggregate Base: 3/4" maximum - Class 2 Aggregate Base as specified in Section 32 11 23 - Aggregate Base Courses.

2.2 CONCRETE SURFACE IMPROVEMENTS

- A. Form Materials:

1. Form Materials: Conform to ACI 301 and shall be new.
2. Plywood:
 - a. Species: Douglas fir.
 - b. Grade: Solid one side
 - c. Edges: Clean and true.
3. Plywood Forms:
 - a. Application: Exposed finish concrete.
 - b. Description:
 - 1) Comply with APA/EWA PS 1.
 - 2) Panels: Full size, 4 by 8 feet.
 - 3) Label each panel with grade trademark of APA/EWA.
 - c. Plywood for Surfaces to Receive Membrane Waterproofing:
 - 1) Minimum Thickness: 5/8 inch.
 - 2) Grade: APA/EWA "B-B Plyform Structural I Exterior."
4. Formwork shall be designed for the loads and lateral pressure outlined in Section 102 of ACI 347 and other loads indicated and shall be designed to have sufficient strength to carry the dead weight of the concrete as a liquid, without appreciable deflection. If any such deflection occurs, it shall be sufficient cause for rejection of the work.
5. Where necessary to maintain the tolerances indicated, the formwork shall be cambered to compensate for anticipated deflections due to the weight and pressure of the fresh concrete and due to construction loads.
6. Forms shall be smooth, mortar-tight, true to the required lines and grades and of sufficient strength to resist springing out of shape during the placing of concrete.
7. Surfaces of forms shall be free from irregularities, dents, snags, rust, and other material which would discolor or transfer to the concrete.

- B. Reinforcement:

1. Deformed Reinforcing: Steel: ASTM A615, 60 ksi yield grade, deformed billet bars, uncoated finish.
2. Welded Deformed Wire Fabric: ASTM A497; in [flat sheets] [coiled rolls]; [unfinished] [epoxy coated finish].
3. Dowels: ASTM A615; 60 ksi yield strength, plain steel bars; cut to length indicated on Drawings, square ends with burrs removed; unfinished. One end of the dowel shall include a sleeve over the dowel.
4. Tie Wire: ASTM A1064, Minimum 16 gage, black annealed type.
5. Chairs, Bolsters, Bar Supports, and Spacers:
 - a. Size and Shape: To strengthen and support reinforcement during concrete placement conditions.
1. Splicing: Splice reinforcing where indicated on Drawings. The length of lapped splices shall be as follows:
 - a. Reinforcing bars No. 8, or smaller, shall be lapped at least 45 bar diameters of the smaller bar joined, except when otherwise shown on the Drawings.
 - b. Reinforcing bars No. 9, 10 and 11 shall be lapped at least 60 bar diameters of the smaller bars joined, except when otherwise shown on the Drawings.
 - c. If not indicated on Drawings, locate reinforcement splices at point of minimum stress. Obtain approval of splice locations from the City.
2. Reinforcing bars shall be free of mortar, oil, dirt, excessive mill scale and scabby rust and other coatings of any character that would destroy or reduce the bond. All bending shall be done cold, to the shapes shown on the Drawings.
3. Place, support, and secure reinforcement against displacement by using precast mortar blocks or ferrous metal chairs, spacers, metal hangers, supporting wires, and other approved devices of sufficient strength to resist crushing under applied loads. Supports and ties shall be such as to permit walking on reinforcing without undue displacement.
4. Do not deviate from required position beyond specified tolerances.
5. Accommodate placement of formed openings.
6. Spacings:
 - a. Space reinforcement bars with minimum clear spacing as shown on the Drawings.
 - b. If bars are indicated in multiple layers, place upper bars directly above the lower bars, unless specified otherwise on the Drawings.
7. Maintain minimum concrete cover around reinforcement according to ACI 318 code and as follows:
 - a. Footings and Concrete formed against earth: 3 inches
 - b. Concrete Exposed to Earth or Weather: 2 inches
8. Splice reinforcing where indicated on Drawings. The length of lapped splices shall be as follows:
 - a. Reinforcing bars No. 8, or smaller, shall be lapped at least 45 bar diameters of the smaller bar joined, except when otherwise shown on the Drawings.

- b. Reinforcing bars No. 9, 10 and 11 shall be lapped at least 60 bar diameters of the smaller bars joined, except when otherwise shown on the Drawings.
 9. All reinforcing shall be securely tied in place prior to pouring concrete.
 10. Placing of dowels or other reinforcing in the wet concrete is not permitted.
- C. Joint Filler: ASTM D1751; Premolded expansion joint filler 1/4-inch thick.
- D. Joint seal materials must be either silicone joint sealant, asphalt rubber joint sealant, or preformed compression joint seal. Silicone or asphalt rubber joint sealant must not bond or react with the backer rod.
 - a. Silicone Joint Sealant. Silicone joint sealant must be on the Authorized Material List for silicone joint sealant.
 - b. Asphalt Rubber Joint Sealant. Asphalt rubber joint sealant must:
 - 1) Be asphalt binder mixed with not less than 10 percent ground rubber by weight. Ground rubber must be vulcanized or a combination of vulcanized and devulcanized materials that pass a no. 8 sieve.
 - 2) Comply with ASTM D6690 for Type II.
 - 3) Be capable of melting at a temperature below 400 degrees F and applied to cracks and joints.
 - 4) Be delivered in containers complying with ASTM D6690.
- E. Concrete Materials:
 1. Cement: Cement shall conform to Section 90, "Concrete" of the State Standard Specifications.
 2. Fine and Coarse Aggregates: Conform to the requirements of Section 90-1.02C, "Aggregates" of the State Standard Specifications. Size of aggregate for Portland cement concrete mix to be used for Survey monuments shall be 1/2-inch maximum.
 3. Water: Conform to Section 90-1.02D, "Water" of the State Standard Specifications.
 4. Air Entrainment: Air Entrainment admixtures shall meet the requirements of Section 90-1.02E(3), "Air-Entraining Admixtures" of the State Standard Specifications.
 5. Chemical Admixture: Chemical admixtures shall meet the requirements of Section 90-1.02E(2), "Chemical admixtures" of the State Standard Specifications.
 6. Supplementary Cementitious Materials - Fly Ash: Conform to the requirements of Section 90-1.02B(3), "Supplementary Cementitious Materials" of the State Standard Specifications.

7. Supplementary Cementitious Materials - Slag: Conform to the requirements of Section 90-1.02B(3), "Supplementary Cementitious Materials" of the State Standard Specifications.
8. Color Pigment: ASTM C979; mineral oxides, alkali and fade resistant. The dosage must not exceed 10 percent by weight of cementitious material in the concrete mix design.
 - a. Lampblack: Conform to ASTM D209, and shall be of approved quality mixed at a rate of one pound per cubic yard of concrete.
 - b. Color: No added color unless specified otherwise on the Drawings, except lampblack.

2.3 CONCRETE MIX

A. Concrete Mix:

1. Concrete shall conform to Section 90, "Concrete", of the State Standard Specifications.
2. The concrete shall contain not less than 564 pounds of cementitious material per cubic yard.
3. Maximum slump for concrete is 4".
4. Provide concrete to the following criteria:

Item	Min. 28-day Compressive Strength (psi)
Sidewalks	4,000
Driveways	4,000
Curb Ramps	4,000
Curb and Gutters	4,000
Median Curbs	4,000
Median Nose Surfacing	4,000
Concrete Ditches	4,000
Valley Gutters	5,000
Bus Turnouts	5,000
Survey Monuments	5,000

2.4 CONCRETE CURING COMPOUND

- A. Curing Compound: ASTM C309, Type 1D, Class A and shall conform to Section 90-1.03B (3) "Curing Compound Method", of the State Standard Specifications.

2.5 SOURCE QUALITY CONTROL

- A. [Section 01 45 00 - Quality Control](#): Testing and Inspection Services.
- B. Submit proposed mix design of each class of concrete to City for review prior to commencement of Work.
- C. Concrete Slump shall conform to Section 90-1.02G (6) "Quantity of Water and Penetration or Slump", of the State Standard Specifications
- D. Tests on cement, aggregates, and mixes will be performed to ensure conformance with specified requirements.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. [Section 01 70 00 - Execution](#) and [Section 01 77 00 - Closeout Requirements](#): Requirements for installation examination.
- B. Verify compacted subgrade and base is dry and ready to support paving and imposed loads.
 - 1. Proof roll subgrade with two perpendicular passes to identify soft spots.
 - 2. Remove soft subgrade and replace with compacted fill as specified in [Section 31 05 13 – Clearing & Grubbing, Excavation, and Earthwork](#).
- C. Verify gradients and elevations of base are correct.

3.2 PREPARATION

- A. [Section 01 70 00 - Execution](#) and [Section 01 77 00 - Closeout Requirements](#): Requirements for installation preparation.
- B. Moisten subgrade to minimize absorption of water from fresh concrete.
- C. Notify City minimum 24 hours prior to commencement of concrete operations.

3.3 INSTALLATION

A. Subgrade Preparation:

1. Remove soft or spongy basement material to a depth of six (6) inches below the subgrade elevations for sidewalks, driveways, curb ramps, curbs, gutter depressions, median nose island paving, valley gutters, bus turnouts, and other miscellaneous concrete pads. Backfill the subgrade with earth, sand, gravel or suitable backfill materials to produce a stable foundation.
2. The subgrade, including any base material, shall be thoroughly compacted by an approved mechanical device to not less than ninety-five percent (95%) relative compaction as determined by Test Method No. Calif. 216 or 231 before placing the concrete at bus turnouts, driveways and valley gutters.
3. The subgrade, including any base material, shall be thoroughly compacted by an approved mechanical device to not less than ninety percent (90%) relative compaction as determined by Test Method No. Calif. 216 or 231 before placing the concrete at curb and gutters, sidewalk, median nose surfacing and curb ramps.

B. Sawcutting Existing Concrete:

1. Where a portion of existing concrete surface improvements is to be removed and replaced, the section to be removed shall be sawcut with an approved concrete saw to a minimum depth of 2-1/2 inches. For sidewalks, curbs, gutters, concrete pads, curb ramps, and driveways the limit of the saw cut shall be at a minimum the first score line beyond the limits of the area to be replaced or as directed by the City.

C. Base Course:

1. Aggregate Base Course: Install as specified in [Section 32 11 23 - Aggregate Base Courses](#).

D. Forms:

1. No forms shall be placed prior to approval of the aggregate base and subgrade by the City.
2. Place and secure forms and screeds to correct location, dimension, profile, and gradient.
3. All dirt, chips, soil, dust, nails, and other foreign matter shall be completely removed from forms before any concrete is deposited therein.
4. Form boards having joints opened by shrinkage of the wood shall be swelled by wetting until closed, before concrete is placed.
5. The design and construction of forms and form supports shall be subject to approval, but responsibility for their adequacy shall rest with the Contractor.
6. Forms shall be carefully set to alignment and grade and shall conform to the required dimensions. Forms shall be held rigidly in place by stakes. Clamps, spreaders and braces shall be used where required to insure rigidity in the forms.

7. Assemble formwork to permit easy stripping and dismantling without damaging concrete.
 8. When grades are less than 0.4 percent, the Contractor shall set grade stakes at a minimum of 25 foot intervals.
 9. Where shown on the Drawings, specified in the Technical Specifications or permitted by the City, side forms for footings may be omitted and concrete may be poured against the firm earth.
- E. Coating:
1. Before concrete is placed, the contact surfaces for forms shall be coated with an approved non-staining form coating compound.
 2. Forms previously used shall be thoroughly cleaned of all dirt, mortar, and foreign matter before being re-used.
 3. When forms are coated to prevent bond with concrete, coating shall be done prior to placing of the reinforcing steel.
 4. Excess coating material shall not be allowed to stand in puddles in the forms nor allowed to come in contact with concrete against which fresh concrete will be placed
- F. Reinforcement:
1. Place reinforcing as indicated on Drawings.
 2. Interrupt reinforcing at weakened plane and expansion joints as shown on the Drawings.
 3. Place dowels where required to achieve concrete paving and curb alignment as detailed.
- G. Ties:
1. Approved form clamps or bolts shall be used to fasten forms.
 2. The use of ties consisting of twisted wire loops to hold forms in position during the placing of concrete will not be permitted.
 3. Bolts and form clamps shall be positive in action and shall be of sufficient strength and number to prevent spreading of the forms.
 4. They shall be of such type that when the forms are removed all metal shall be at least one (1) inch from any surface.
 5. Spreader cones and ties shall not exceed one (1) inch in diameter. These shall be of the type which do not have to be completely withdrawn as holes through the wall will not be permitted
- H. Joints
1. Place weakened plane joints at D/4 (1" deep and 1/8" wide with rounded edges of 1/8" radius for a 4" thick concrete sidewalk) at maximum of 10 foot intervals, unless shown otherwise on the Drawings. Align curb, gutter, and sidewalk joints.
 2. Place expansion joints (full depth of concrete section and 1/2" wide) at maximum of 40 foot intervals, at begin and end of curve, all changes in horizontal alignment, back of sidewalk at driveways, at corners of tree wells

- and corners of utility vaults, unless shown otherwise on the Drawings. Align curb, gutter, and sidewalk joints.
3. Place joint filler between concrete paving components and building or other appurtenances. Recess top of filler 1/4 inch for sealant installation.
 4. Seal all expansion joints as shown on the Drawings.
 5. The joint opening shall be thoroughly cleaned before the sealing material is placed.
 6. Sealing material shall not be spilled on exposed surfaces of the concrete. Any excess material on exposed surfaces of the concrete shall be removed immediately and concrete surfaces cleaned.
 7. Provide scored joints transversely (1/4" deep and 1/8" wide with rounded edges of 1/8" radius for a 4" thick concrete sidewalk) at maximum of 5 foot intervals, unless shown otherwise on the Drawings and between sidewalk and back of curbs at an optimum time after finishing. Provide additional score lines longitudinally at mid-point on sidewalks 8 feet and over in width.
 8. Provide keyed joints as indicated.
 9. For sidewalk replacement projects, match adjacent scoring and joint pattern.
- I. Inspections prior to Placing Concrete:
1. All excavations, false-work, forms, reinforcement, joints made prior to pouring, electrical and mechanical inserts, etc., shall be inspected and approved before concrete is placed, and if found unsatisfactory the work shall not proceed until all defects have been remedied. Approval will in no way relieve the Contractor of his obligations to produce the finished concrete required by the Drawings and the Specifications
- J. Placing Concrete:
1. Place concrete according to Section 73, "Concrete Curbs and Sidewalks" of the State Standard Specifications.
 2. All concrete shall be placed while fresh and before it has taken an initial set.
 3. Re-tempering partially hardened concrete with additional water or vibrating will not be permitted.
 4. Runways or other means must be provided to convey the concrete to the place of deposit in order not to disturb forms or reinforcement. Runways shall not be blocked up on reinforcement and wheel barrows shall not be run directly over reinforcement.
 5. Immediately before placing reinforcement or pouring concrete on the ground, the surface of the ground shall be brought to a true, even plane, and compacted to a solid bearing by rolling or tamping. The subgrade surface shall then be dampened to prevent absorption of water from the concrete. Too much water shall not be used and no pools shall form on the area to receive concrete.
 6. Concrete shall be effectively protected from freezing or frost for period of 5 days after placing.

7. The concrete shall be deposited as nearly as possible in its final position and the use of vibrators for extensive shifting of the mass of fresh concrete will not be permitted.
8. Fresh concrete shall not be permitted to fall from a height greater than 4 feet without the use of adjustable pipes or "elephant trunks."
9. Concrete shall be placed with square ends and level tops. Concrete shall be deposited continuously or in layers of such thickness that no concrete will be deposited on concrete which has hardened sufficiently to cause the formation of seams or planes of weakness within the section.
10. The Contractor shall stamp an appropriate two (2) inch symbol S, W or C in the top of curb at all locations where sanitary sewer, water or conduit crosses under curbs.
11. All exposed edges shall be tooled with a one-half inch (1/2") radius tool.
12. If a section cannot be placed continuously, keyed construction joints shall be located at points as indicated or as approved. Placing shall be carried out at such a rate that the concrete which is being integrated with fresh concrete is still plastic.
13. Concrete placement shall be stopped at construction joints before rainfall starts or is sufficient to cause damage to the work.
14. Poured work shall be covered and protected.
15. Concrete, after being deposited, shall be consolidated until all voids are filled and free mortar appears on the surface.
16. Consolidate the concrete by means of high frequency internal vibrators of type, size, and number as approved by the City. The number of vibrators employed shall be ample to consolidate the incoming concrete to a proper degree within 15 minutes after it is deposited in forms. Vibrators shall not be attached to nor held against the forms or the reinforcing steel. The location, manner, and duration of the application of the vibrators shall be such as to secure maximum consolidation of the concrete without causing segregation of mortar and coarse aggregate and without causing water or cement paste to flush to the surface. The thickness of the layers shall be not greater than can be satisfactorily consolidated with the vibrators. The vibrators shall vertically penetrate a few inches into the previous lift (which should not be rigid) at regular intervals. The use of approved external vibrators for consolidating concrete will be permitted when the concrete is inaccessible for adequate consolidation, provided the forms are constructed sufficiently rigid to resist displacements and damage from external vibration.
17. The forms on the face of curbs shall not be removed while the concrete is sufficiently plastic to slump.

K. Finishing:

1. After the concrete has been placed and consolidated, the surface of the concrete shall receive a preliminary finish. The preliminary finish shall consist of carefully striking of the surface of the concrete with a template, strike board, or approved compacting type screed, operated on and between supports or headers, until a uniform surface is obtained.

2. Horizontal surfaces shall receive a broom finish unless otherwise shown on the Drawings. Make the broom finish perpendicular to the path of travel on surfaces used by Pedestrians.
3. Miscellaneous concrete footings shall be sloped to provide drainage away from the post/pipe.
4. Imperfect or Damaged Work: The Contractor shall repair and clean all concrete damaged or discolored during construction.
5. Finishing Unformed Surfaces: Following completion of the preliminary finish, a final finish of the type indicated shall be provided.

L. Curing and Protection

1. Immediately after placement, protect concrete from premature drying, excessively hot or cold temperatures, and mechanical injury.
2. Curing concrete shall conform to Section 90-1.03B – “Curing Concrete”, of the State Standard Specifications.
3. Maintain concrete with minimal moisture loss at relatively constant temperature for period necessary for hydration of cement and hardening of concrete.
4. Membrane-Curing Compound: Apply curing compound in two coats with second coat applied at right angles to first over the entire exposed faces of the concrete.
5. Do not permit traffic over unprotected surfaces.

3.4 TOLERANCES

- A. [Section 01 45 00 – Quality Control](#): Tolerances.
- B. Maximum Variation from True Position: 1/4 inch.
- C. The finished surface must not vary more than 0.02 foot from a 10-foot straightedge except at grade changes.

3.5 FIELD QUALITY CONTROL

- A. [Section 01 77 00 - Closeout Requirements](#): Requirements for testing, adjusting, and balancing.
- B. Perform field inspection and testing according to State Standard Specifications.
- C. Inspect reinforcing placement for size, spacing, location, support.
- D. For development projects, Developer’s or Contractor’s testing firm will take cylinders and perform slump and air entrainment tests according to ACI 301. For City projects, the City’s testing team will perform testing.

- E. Clean any discolored concrete by abrasive blast cleaning or other authorized method.
- F. Strength Test Samples:
 - 1. Sampling Procedures: ASTM C172.
 - 2. Cylinder Molding and Curing Procedures: ASTM C31, cylinder specimens, standard cure/field cured.
 - 3. The frequency of sampling will be determined by the City.
 - 4. Sample concrete and make at a minimum of one set of three cylinders (each cylinder must be six (6) inches in diameter by 12 inches depth) for every 100 cubic yards less of each class of concrete placed each day and for every 5,000 square feet of surface area paving.
 - 5. Make one additional cylinder during cold weather concrete and placement, and field cure.
- G. Field Testing:
 - 1. Slump Test Method: ASTM C143.
 - 2. Air Content Test Method: ASTM C173 or ASTM C231.
 - 3. Temperature Test Method: ASTM C1064.
 - 4. Density: ASTM C138
 - 5. Measure slump and temperature for each compressive strength concrete sample.
 - 6. Measure air content in air entrained concrete for each compressive strength concrete sample.
- H. Cylinder Compressive Strength Testing:
 - 1. Test Method: ASTM C39.
 - 2. Test Acceptance: Average compressive strength of three consecutive compressive strength test shall be equal to or greater than minimum specified compressive strength specified in this Section. No single strength test should fall below the specified compressive strength by more than 500 psi.
 - 3. Test one cylinder at 7 days.
 - 4. Test two cylinders at 28 days.
 - 5. Retain one cylinder for testing when requested by City.
 - 6. Dispose remaining cylinders when testing is not required.
- I. Maintain records of placed concrete items. Record date, location of pour, quantity, air temperature, and test samples taken.
- J. The finished surface shall be true and straight, and shall be of uniform width, free from humps, sags, or other irregularities.
- K. Where curb and gutter, valley gutter and bus turnout gutter grades are less than one percent (1%), the Contractor shall water test the gutters for low spots. Any depressions shall be corrected prior to asphalt concrete paving.

3.6 PROTECTION

- A. [Section 01 77 00 - Closeout Requirements](#): Requirements for protecting finished Work.
- B. Immediately after placement, protect paving from premature drying, excessive hot or cold temperatures, and mechanical injury.
- C. Do not permit pedestrian or vehicular traffic over paving for 7 days minimum after finishing until 75 percent design strength of concrete has been achieved, unless approved by the City.
- D. Vandalism: Contractor shall be responsible for protection of newly poured concrete against vandalism. Any damage to the newly poured concrete shall be the responsibility of the Contractor and shall be replaced at the Contractor's expense.

END OF SECTION 32 13 13

SECTION 32 17 00 - PAVEMENT DELINEATION

PART 1 - GENERAL

1.1 SUMMARY

- A. Work under this section shall consist of all traffic striping, markings and all other directional information or pavement delineation on the surfaces of streets, detour roads, parking lots, median strips and curbing in accordance with the plans, Technical Specifications and as specified herein, in conformance with the applicable provisions of the Department of Transportation Standard Specifications, California Manual on Uniform Traffic Control Devices (CA MUTCD), and California Vehicle Code.
- B. Related Sections:
 - 1. [Section 01 33 00 – Submittal Procedures](#)
 - 2. [Section 01 60 00 - Product Requirements](#)
 - 3. [Section 01 77 00 - Closeout Requirements](#)
 - 4. [Section 01 78 00 - Closeout Submittals](#)

1.2 REFERENCES

- A. Department of Transportation (Caltrans Standard Specifications)
- B. California Manual on Uniform Traffic Control Devices (CA MUTCD)
- C. California Vehicle Code (CVC)

1.3 SUBMITTALS

- A. [Section 01 33 00 - Submittal Procedures](#): Submittal procedures.
- B. Certificates of Compliance: Certificates of Compliance shall be provided for all products and materials proposed to be used under this Section.
- C. Product Data: Provide manufacturers specification and literature for materials furnished.

1.4 CLOSEOUT SUBMITTALS

- A. [Section 01 78 00 - Closeout Submittals](#): Requirements for submittals.

1.5 QUALITY ASSURANCE

- A. Perform work in accordance with the plans, Technical Specifications and as specified herein, in conformance with the applicable provisions of the Caltrans Standard Specifications, CA MUTCD, and CVC.

1.6 QUALIFICATIONS

- A. Pavement markings installer shall have experience in the type of work required and a reputation for producing satisfactory work on time.

1.7 DELIVERY, STORAGE, AND HANDLING

- A. [Section 01 60 00 - Product Requirements](#): Product transportation, storage, handling, and protection requirements.
- B. Accept materials on site in original factory packaging, labeled with manufacturer's identification.
- C. Protect from weather and construction traffic, dirt, water, chemical, and mechanical damage, by storing in original packaging.
- D. Do not deliver items to project before time of installation. Limit shipment of bulk and multiple-use materials to quantities needed for immediate installation.

1.8 ENVIRONMENTAL REQUIREMENTS

- A. [Section 01 60 00 - Product Requirements](#): Environmental conditions affecting products on site.
- B. Install pavement markers only when ambient temperature and humidity conditions acceptable per manufacturer's specifications.
- C. Testing and removal of yellow traffic stripe and pavement markings with hazardous waste residue shall be in conformance with Department of Transportation Standard Specification 14-11.12, "Removal of Yellow Traffic Stripe and Pavement Marking with Hazardous Waste Residue".

1.9 MAINTENANCE/EXTRA MATERIALS

- A. [Section 01 77 00 - Closeout Requirements](#): Extra materials and maintenance products.

PART 2 - PRODUCTS**2.1 GENERAL**

- A. Unless otherwise specified in the Technical Specifications or contract plans, all pavement striping and markings (except temporary) shall be thermoplastic.

2.2 THERMOPLASTIC

- A. Thermoplastic for traffic stripes and pavement markings shall conform to Section 84-2, "Traffic Stripes and Pavement Markings", of the Caltrans Standard Specifications.
- B. The thermoplastic material shall conform to Caltrans Specification PTH-02SPRAY, PTH-02HYDRO or PTH-02ALKYD. Glass beads to be applied to the surface of the molten thermoplastic material shall conform to the requirements of Caltrans Standard Specification.
- C. Concrete surfaces shall be treated before thermoplastic stripes and markings are installed, per Section 84-2, "Traffic Stripes and Pavement Markings", of the Caltrans Standard Specification.

2.3 PAINT

- A. Paint for traffic stripes and pavements markings shall conform to Section 84-2, "Traffic Stripes and Pavement Markings", of the Caltrans Standard Specifications and the following:
 - 1. Waterborne Traffic Line (White, Yellow, Black): Caltrans Standard Specification PTWB-01
 - 2. Acetone-Based (White, Yellow, Black): Specification PT-150VOC(A)
 - 3. Waterborne Traffic Line for disabled persons' parking, and other curb markings (blue, red, green): Federal Specification No. TT-P-1952D
- B. Glass beads shall conform to Caltrans Standard Specification.

2.4 PAVEMENT MARKERS

- A. Pavement markers shall conform to Section 81-3, "Pavement Markers," of the Caltrans Standard Specifications, as specified herein, and in the Technical Specifications.
- B. Fire Hydrant markers shall be two-way, reflective blue markers.

2.5 TEMPORARY PAVEMENT DELINEATION

- A. Temporary Pavement Delineation shall conform to Section 12-6, "Temporary Pavement Delineation," and Section 84-2, "Traffic Stripes and Pavement Markings", of the Caltrans Standard Specifications.

2.6 ADHESIVE

- A. Adhesive for Pavement Markers shall be the hot melt bituminous type conforming to Section 81-3, "Pavement Markers," of the Caltrans Standard Specifications.

PART 3 - EXECUTION

3.1 LAYOUT, ALIGNMENT, AND SPOTTINGS

- A. All layout, spotting and tracking required shall be performed by and at the expense of the Contractor and approved by the City, prior to placement of pavement striping or markings.
- B. When no previously applied figures, markings, or traffic striping are available to serve as a guide, suitable layouts shall be spotted in advance of the permanent paint application by any means satisfactory to the City.
- C. The Contractor shall mark or otherwise delineate the traffic lanes in the new roadway or portion of roadway, or detour before opening it to traffic.
- D. The Contractor shall provide an experienced technician to supervise the location, alignment, layout, dimensions, and application of the delineation or marking.
- E. The Contractor shall furnish all equipment, materials, labor and supervision necessary for installing pavement striping and markings in accordance with the contract plans for temporary detours required for the safe control of traffic through and/or around the project.
- F. Standard word markings, letters, numerals, and symbols shall be as shown, on the plans. In the absence of such information, all stencils and templates shall be identical with those used by the City. The Contractor shall obtain stencils for all required legends.

3.2 TEMPORARY PAVEMENT MARKINGS

- A. Should the Contractor elect to alter the existing traffic stripes and markings, or to divert the flow of traffic on construction projects for his own convenience and

there are no special pavement markings or lane delineations shown on the plans or in the Technical Specifications, he shall, at no expense to the City, provide the necessary temporary striping in accordance with the CA MUTCD, unless otherwise directed by the City. Removal of such striping shall be at the Contractor's expense. The Contractor shall remove all existing or temporary detour striping or markings that may confuse the public. When temporary detour striping or markings are no longer required, they shall be removed prior to applying the new traffic stripes or markings.

- B. Temporary Traffic Stripe or Marking Tape shall be removed "clean" prior to installation of permanent pavement delineation.

3.3 REMOVAL OF EXISTING MARKINGS

- A. Existing striping and pavement markings that will be in conflict with the finish traffic circulation shall be removed as directed by the City in accordance with Section 84-9 of the Caltrans Standard Specifications.
- B. The Contractor shall conduct his work so as not to damage existing pavement and public improvements to remain. Any resultant damage determined to be excessive by the City shall be repaired in kind by the Contractor at its sole expense.
- C. Damage to the pavement resulting from removal of pavement markers shall be considered as any depression more than 1/4-inch (6.35mm) deep and shall be repaired by the Contractor by filling the depression with hot melt bituminous adhesive to the satisfaction of the City.
- D. Where blast cleaning is used for the removal of traffic stripes and pavement markings or objectionable material, the residue including dust shall be removed immediately after contact between the sand and the surface being treated. Such removal shall be by a vacuum attachment operating concurrently with the blast cleaning operation.
- E. Where removal of traffic stripes and pavement markings is done by grinding or sandblasting methods, the effected pavement surface shall be completely covered by applying asphaltic emulsion conforming to Section 94 of Caltrans Standard Specifications.
- F. All reference markings made by the Contractor shall be done with spray chalk.
- G. All temporary traffic stripes and pavement markings shall be removed by the Contractor on the same day as placement of the permanent striping and markings.

3.4 PAVEMENT MARKER INSTALLATION

- A. Placement of pavement markers shall conform to Section 81-3, "Pavement Markers," of the Caltrans Standard Specifications, as specified herein, and in the Technical Specifications.
- B. Fire hydrant markers shall be two-way blue retroreflective pavement markers and installed at all fire hydrant locations, as directed by the City.

3.5 PAVEMENT MARKINGS INSTALLATION

- A. Placement of all traffic stripes and pavement markings shall be in conformance with Section 84, "Markings" of the Caltrans Standard Specifications, referenced Plans of the Caltrans Standard Plans, with color required as shown on the Drawings and as specified herein.
- B. Any overlap, dripping, or tracking of fresh thermoplastic or paint onto unmarked surfacing shall be removed to the satisfaction of the City.
- C. Thermoplastic and paint shall be placed as close as possible to existing utility structure and monument frames and covers without covering them.
- D. The Contractor shall protect all fresh thermoplastic and paint and shall repair or replace all damage to traffic stripes and pavement markings caused by his failure to do so at its own expense.
- E. All traffic stripes and pavement markings, new or existing, within or adjacent to the work limits which become defaced or damaged during the Contractor's operations shall be replaced by the Contractor at its expense concurrently with other traffic marking operations in the immediate area. The City shall be the sole judge as to which stripes or legends are defaced or damaged.
- F. Curb painting shall be applied as shown on the plans and as directed by the City. Curb painting shall include the application of two coats of traffic paint with glass beads incorporated in the second coat. Top and face of curb shall be painted. Color of curb markings shall conform to ASTM D6628.
- G. All traffic stripes and pavement markings shall be placed at application rates in conformance with Section 84-2, "Traffic Stripes and Pavement Markings", of the Caltrans Standard Specifications.

3.6 GLASS BEAD APPLICATION

- A. All traffic stripes, except the black separation line, shall be beaded.

- B. Glass beads shall be applied directly and uniformly to the set traffic line with a bead dispenser machine placed the proper distance behind the paint spray nozzle, unless pre-mix is approved.
- C. Glass beads shall be applied to pavement markings and crosswalks by a special paint spray gun developed for this purpose.
- D. Glass beads shall be applied at application rates in conformance with Section 84-2, "Traffic Stripes and Pavement Markings", of the Caltrans Standard Specifications.:

3.7 CLEANING

- A. [Section 01 77 00 - Closeout Requirements](#): Final cleaning.
- B. Clean finishes and touch up damage.

3.8 PROTECTION OF FINISHED WORK

- A. [Section 01 77 00 - Closeout Requirements](#): Protecting finished work.

END OF SECTION 32 17 00

SECTION 32 31 13 - CHAIN LINK FENCES AND GATES**PART 1 - GENERAL**

1.1 SUMMARY

A. Section Includes:

1. Fence framework, fabric, and accessories.
2. Excavation for post bases.
3. Concrete foundation for posts and center drop for gates.
4. Manual gates and related hardware.
5. Privacy slats.

B. Related Sections:

1. [Section 03 30 00 – Utility Cast-in-place concrete](#)

1.2 UNIT PRICE - MEASUREMENT AND PAYMENT

A. Fencing:

1. Basis of Measurement: By linear foot measured along the base of the fence to the fence height specified, based on specified post spacing.
2. Basis of Payment: Includes posts, rails, tension wire, fabric, accessories, attachments.

B. Post Footings:

1. Basis of Measurement: Not Measured.
2. Basis of Payment: Includes excavation, concrete placed, finishing and is incidental to the price paid per linear foot for Chain link fence or unit price paid for Gates as shown on the bid form.

C. Gates:

1. Basis of Measurement: Measured as each to the gate width and height specified.
2. Basis of Payment: Includes excavation, concrete post & gate footings, finishing, frame posts, fabric, accessories, hardware.

1.3 REFERENCES

A. ASTM International:

1. ASTM A121 - Standard Specification for Metallic-Coated Carbon Steel Barbed Wire.
 2. ASTM A123 - Standard Specification for Zinc (Hot-Dip Galvanized) Coatings on Iron and Steel Products.
 3. ASTM A153 - Standard Specification for Zinc Coating (Hot-Dip) on Iron and Steel Hardware.
 4. ASTM A392 - Standard Specification for Zinc-Coated Steel Chain-Link Fence Fabric.
 5. ASTM A491 - Standard Specification for Aluminum-Coated Steel Chain-Link Fence Fabric.
 6. ASTM A817 - Standard Specification for Metallic-Coated Steel Wire for Chain-Link Fence Fabric and Marcellled Tension Wire.
 7. A1011/A1011M-07 Standard Specification for Steel, Sheet and Strip, Hot-Rolled, Carbon, Structural, High-Strength Low-Alloy, High-Strength Low-Alloy with Improved Formability, and Ultra-High Strength
 8. ASTM B42 - Standard Specification for Aluminum-Alloy Extruded Structural Pipe and Tube.
 9. ASTM C94 - Standard Specification for Ready-Mixed Concrete.
 10. ASTM F552 - Standard Terminology relating to Chain Link Fencing.
 11. ASTM F567 - Standard Practice for Installation of Chain-Link Fence.
 12. ASTM F626 - Standard Specification for Fence Fittings.
 13. ASTM F668 - Standard Specification for Polyvinyl Chloride (PVC) and Other Organic Polymer-Coated Steel Chain-Link Fence Fabric.
 14. ASTM F900 - Standard Specification for Industrial and Commercial Swing Gates.
 15. ASTM F934 - Standard Specification for Standard Colors for Polymer-Coated Chain Link Fence Materials.
 16. ASTM F1043 - Standard Specification for Strength and Protective Coatings on Metal Industrial Chain Link Fence Framework.
 17. ASTM F1083 - Standard Specification for Pipe, Steel, Hot-Dipped Zinc-Coated (Galvanized) Welded, for Fence Structures.
 18. ASTM F1183 - Standard Specification for Aluminum Alloy Chain Link Fence Fabric.
 19. ASTM F1184 - Standard Specification for Industrial and Commercial Horizontal Slide Gates.
 20. ASTM F1345 - Standard Specification for Zinc - 5% Aluminum -Mischmetal Alloy-Coated Steel Chain-Link Fence Fabric.
- B. Chain Link Fence Manufacturers Institute:
1. CLFMI - Product Manual.
- C. State Standard Specifications
1. Section 75 Miscellaneous Metal
 2. Section 80 Fences

1.4 SYSTEM DESCRIPTION

- A. Fence Height: Six (6) feet nominal, unless otherwise indicated otherwise on the Drawings.
- B. Line Post Spacing: At intervals not exceeding ten (10) feet, unless otherwise indicated otherwise on the Drawings.
- C. Fence Post and Rail Strength: Conform to ASTM F1043 quality, unless otherwise indicated otherwise on the Drawings.

1.5 SUBMITTALS

- A. [Section 01 33 00 - Submittal Procedures](#): Requirements for submittals.
- B. Shop Drawings: Indicate plan layout, spacing of components, post foundation dimensions, hardware anchorage, gates, and schedule of components.
- C. Product Data: Submit data on fabric, posts, accessories, fittings and hardware.
- D. Manufacturer's Installation Instructions: Submit installation requirements and post foundation anchor bolt templates.
- E. Submit structural calculations and structural details for footings, posts and rail diameter for Chain Link Fences greater than six (6) feet in height and for gates longer than 16 feet with any gate leaf greater than 8 feet in length.
- F. For fence to be located on or near the property line, and prior to the Contractor installing fence, Contractor's licensed land surveyor to obtain the recorded property line map and stake the property line every 50 feet along the fence and at all changes in direction.
- G. Contractor to obtain from the Engineer the dimension from the line post and corner post to the property line.

1.6 CLOSEOUT SUBMITTALS

- A. [Section 01 78 00 - Closeout Submittals](#): Closeout procedures.
- B. Project Record Documents: Accurately record actual locations of property perimeter posts relative to property lines and easements.
- C. Operation and Maintenance Data: Procedures for submittals.

1.7 QUALITY ASSURANCE

- A. Supply material according to CLFMI - Product Manual.
- B. Perform installation according to ASTM F567.
- C. Perform Work according to 2018 Caltrans Standard Plans A85, 85A, and A85B.

1.8 QUALIFICATIONS

- A. Manufacturer: Company specializing in manufacturing Products specified in this section with minimum three (3) years documented experience.

1.9 DELIVERY, STORAGE AND HANDLING

- A. [Section 01 60 00 - Product Requirements](#): Requirements for transporting, handling, storing, and protecting products.
- B. Deliver fence fabric and accessories in packed cartons or firmly tied rolls.
- C. Identify each package with manufacturer's name.
- D. Store fence fabric and accessories in secure and dry place.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Manufacturers:
 - 1. Master Halco
 - 2. Pacific Fence and Wire Company
 - 3. Allied Tube & Conduit, a part of Atkore International.
 - 4. Amico Corporation
 - 5. Or approved equal.

2.2 MATERIALS AND COMPONENTS

- A. Materials and Components: Conform to CLFMI Product Manual.
- B. Fabric Size: Chain link fabric must comply with AASHTO M 181 for Type 1 fabric (zinc-coated steel) with a class C coating (1.2 oz/ft²) or ASTM F1345, Class 2 (1.0 oz/ft² - Zinc-5% Aluminum-Mischmetal Alloy Coated Steel Fabric). The wire for the fabric must be 11 gauge for a fence height 84 inches or less in height and 9 gauge for a fence over 85 inches in height and for a slatted chain link fence.

Chain link fabric for fence must have the diamond count corresponding to the fabric height as shown in the following table:

Diamond Counts

Fabric Height (inches)	36	42	48	60	72	84	96
Diamond Count	10-1/2	12-1/2	13-1/2	17-1/2	20-1/2	24-1/2	27-1/2

- C. Chain link fabric for slatted fence must have 3-1/4-inch-vertical and 5-1/4-inch horizontal mesh. Knuckle finish fabric on the top and bottom edges.
- D. Posts and Braces: The base metal for posts and braces must be commercial-quality, weldable steel complying with AASHTO M181, Type 1, except for the protective coating requirements.
- E. Posts and braces must comply with the strength requirements in ASTM F1043:
 - 1. Group IA (Round Steel Pipe-Schedule 40), regular grade, for round posts
 - 2. Group II-L (Roll formed Steel Shapes – C-Sections), for roll-formed posts and braces.
- F. Galvanize posts and braces as required per State Standard Specification section 75-1.02B, except, instead of galvanizing, tubular posts and braces may have a protective coating system complying with the following:
 - 1. Exterior surfaces of tubular posts and braces must have a combination coating consisting of hot-dip galvanized primer followed by a chromate conversion coating, and then a finish coat of clear, cross-linked organic coating. For this combination coating:
 - a. Thickness of the zinc coating must be at least 0.9 mil as determined from the average results of at least 2 samples and at least 0.8 mil on an individual sample.
 - b. Chromate conversion coating must be at least 15µg/square inch.
 - c. Total thickness of the combination coating must be at least 1.7 mils.
 - d. Clear finish coat must not have any film cracking after 500 hours of exposure in an artificial weathering device under one of the following:
 - 1) ASTM G152, cycles 1, or 3 Carbon Arc artificial weathering device.
 - 2) ASTM G155, cycles 1, or 2 Xenon Arc artificial weathering device
 Clear finish coat must not have blistering or cracking after 500 hours of exposure to 100 percent relative humidity under ASTM D2247.
 - 2. Interior surfaces must have a zinc coating or a cross-linked organic coating containing a corrosion inhibitor. For these coating:
 - a. Coating thickness must be at least 0.3 mil.

- G. Each post must have provisions to securely hold the top tension wire in position and allow for post removal and replacement without damaging the wire. Fit each tubular post with rainproof top.
- H. Post tops, extension arms, stretcher bars, and other fittings and hardware must be:
 - 1. Steel or malleable or wrought iron
 - 2. Galvanized after fabrication per State Standard Specification Section 75-1.02B.
- I. Galvanize or coat ferrous materials. Do not use materials imperfectly galvanized or imperfectly coated or with serious abrasion.
- J. Concrete: Type specified in [Section 03 30 00 – Utility Cast-in-Place Concrete](#).

2.3 GATES

A. General:

- 1. Gate Types, Opening Widths and Directions of Operation: As indicated on Drawings.
- 2. Factory assemble gates.
- 3. Each walk gate must be minimum four (4) feet wide, unless shown otherwise on Drawings. Maximum gate width is 24 feet or 2-12-foot gate leafs, unless shown otherwise on Drawings.
- 4. Gates greater than 8 feet in length must have vertical stays such that no panel exceeds 8 feet in length.
- 5. A gate frame must be made with pipe at least 1-1/2 inch in diameter.
- 6. Interior vertical stays must be made with pipe at least one (1) inch in diameter. Pipe must comply with the Specifications for post and braces as specified in this Section.
- 7. Each gate frame panel must be cross trussed with adjustable truss rods at least 3/8 inch in diameter.
- 8. Fasten and reinforce each corner of a gate frame by welding per the gusset detail shown on the Caltrans Standard Plans.
- 9. Each pressed steel fitting must have a nominal thickness before galvanizing of at least 0.135 inch and fastened to develop the strength of the connected members.
- 10. Factory welds must be smooth and develop the strength of the connected member.
- 11. Galvanize fittings, latches, rods, nuts, bolts, and other gate hardware per State Standard Specification section 75-1.02B.
- 12. Fabric for gates in chain link fences must comply with the specification for the fabric for the fence in which the gate is installed.

13. Attach chain link fence fabric to the gate frame using stretcher bars and tie wires as specified for fence construction. Space tension connectors at 1-foot intervals.
14. For a chain link walk gate installed in an existing fence, the gate mounting hardware must not contain open-end slots for the fastening bolts.
15. Each gate must have a combination steel or malleable iron catch and locking attachment that does not rotate around the latch post.
16. Design gates for operation by one person.

B. Swing Gates:

1. Fabricate gates to permit 180-degree swing.
2. Gates Construction: ASTM F900 with welded corners. Use of corner fittings is not permitted.

2.4 PRIVACY SLATS

- A. Slats must be wood or plastic. Wood slats must be clear redwood or as shown on Drawings.
- B. Each wood slat must have a thickness of at least 1/4 inch, width about 2-5/8 inch and length enough to fill the vertical openings of the fabric.
- C. Plastic slats must be HDPE with UV inhibitors and have a flat tubular cross section with a minimum wall thickness of 0.03 inch, minimum depth of 0.325 inch, minimum width of 2.38 inch, and length equal to the fence height.
- D. Plastic slat material must comply with the requirements shown in the following table:

Plastic Slat Material Requirements

Quality characteristic	Test Method	Requirement
Melt Index	ASTM D1238	0.24
Density	ASTM D1505	0.951
Low temperature brittleness (°F)	ASTM D746	-76
Tensile strength (psi)	ASTM D638	3,700

2.5 ACCESSORIES

- A. Caps: Galvanized pressed steel sized to post diameter, set screw retainer.

- B. Fittings: Sleeves, bands, clips, rail ends, tension bars, fasteners and fittings; galvanized steel.
- C. Extension Arms: Galvanized pressed steel to accommodate strands of barbed wire, [sloped to 45 degrees].
- D. Gate Hardware: Fork latch with gravity drop or center gate stop and drop rod for double gates; two 180-degree gate hinges for each leaf and hardware for padlock keyed.

2.6 FINISHES

- A. Components and Fabric: Galvanized to ASTM A123 for components; ASTM A153 for hardware; ASTM A392 for fabric.
- B. Components and Fabric: Vinyl coating, dark green color according to ASTM F934 over galvanized coating as selected and as shown on Drawings.
- C. Hardware: Galvanized to ASTM A153
- D. Accessories: Same finish as fabric.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Contractor shall contact Underground Service Alert (USA) and utility locators at least three (3) days prior to installation to identify and mark utilities around the proposed chain link fence to avoid damaging any utilities. Any utilities damaged shall be replaced at the Contractor's expense.
- B. Install framework, fabric, accessories and gates according to ASTM F567.
- C. Excavate holes for posts to diameter and spacing indicated on Drawings without disturbing underlying materials.
- D. Prior to drilling posts, mark gate width locations in the field and obtain written approval from City for gate location.
- E. Center and align posts. Place concrete around posts, and vibrate or tamp for consolidation. Verify vertical and top alignment of posts and make necessary corrections.
- F. Set intermediate, terminal, and gate posts plumb, in concrete footings with top of footing one (1) inch above finish grade. Slope top of concrete forming crown for water runoff.

- G. Line Post Footing Depth Below Finish Grade: ASTM F567; varies from 2.5 feet to 4 feet depending on height of fence as shown on Caltrans Standard Plans A85.
- H. Corner, Gate and Terminal Post Footing Depth Below Finish Grade: ASTM F567; varies from 2.5 feet to 4 feet depending on height of fence as shown on Caltrans Standard Plans A85.
- I. Allow footings to cure minimum seven (7) days before installing fabric and other materials attached to posts.
- J. Brace each end, latch, and corner post to the nearest line post with either of the following:
 - 1. Diagonal brace used as a compression member.
 - 2. Horizontal brace used as a compression member and truss rods used as tension member
- K. Install brace rail one bay from end and gate posts.
- L. Brace each gate post to the nearest line post with a horizontal brace used as a compression member and truss rods used as tension members.
- M. Equip each steel truss rod with a turnbuckle or truss tightener.
- N. Brace line posts horizontally and truss in both directions at intervals of at most 300 feet.
- O. Fasten chain link fabric on the side of the posts designated by the Engineer. Stretch and securely fasten the fabric to the posts.
- P. Fasten the top and bottom edges of the fabric to the tension wires. Stretch the tension wires tight.
- Q. Install the bottom tension wire on a straight grade between posts by excavating high points of the ground. Do not fill in low points.
- R. Fasten the fabric to end, latch, corner, and gate posts with stretcher bars and stretcher bar bands at 1-foot intervals except the fabric may be fastened to end and corner posts by threading through loops formed on the posts.
- S. Fasten the fabric to line posts with tie wires or post clips and to tension wires with tie wires or hog rings. Space the fasteners at about 14 inches on line posts and about 18 inches on tension wires. Give wire ties at least 1 complete turn. Close each hog ring with the ends overlapping. Wrap tension wires around terminal posts. The top of the fabric to the top tension wire must be at most 2 inches.
- T. If supporting arms for barbed wire are shown, extend each arm upward from the top of the fence at an angle of about 45 degrees. Fit it with clips or other means for attaching 3 lines of barbed wire. Attach the top outside wire to the supporting

arm at a point about 12 inches above the top of the chain link fabric and 12 inches out from the fence line. Attach the other wires to the arm spaced evenly between the top of the fence and the top outside wire.

- U. Hang each gate with at least 2 steel or malleable iron hinges at least 3 inches in width such that the gate is securely clamped to the gate post and permits the gate to be swung back against the fence. The bottom hinge must have a socket to take the ball end of the gate frame.
- V. Construct a center rest with a catch and stops to hold gates open.
- W. For a walk gate constructed in an existing fence, remove a line post and install the gate such that the gate is centered on the hole of the removed post. When not working on the walk gate, close the opening made in the existing fence with existing fence fabric or 6-foot chain link fabric.
- X. Install top rail through line post tops and splice with 6-inch-long rail sleeves.
- Y. Place fabric on outside of posts and rails, unless shown otherwise on Drawings or otherwise directed by Project Manager.
- Z. Do not stretch fabric until concrete foundation has cured for 7 days.
- AA. Position bottom of fabric 2 inches above finished grade.
- BB. Install bottom tension wire stretched taut between terminal posts.
- CC. Install support arms sloped outward unless shown otherwise on Drawings and attach barbed wire; tension and secure.
- DD. Support gates from gate posts. Do not attach hinged side of gate from building wall.
- EE. Install gate with fabric to match fence. Install minimum of two hinges on each gate, one latch per leaf, and catches.
- FF. Provide concrete center drop to footing depth and drop rod retainers at center of double gate openings.
- GG. Connect to existing fence at existing terminal post or existing line post converted to terminal post by installation of brace rails and brace rods, unless shown otherwise on Drawings.
- HH. Install posts with six (6) inches maximum clear opening from end posts to buildings, fences and other structures, unless shown otherwise on Drawings.

3.2 PRIVACY SLATS

- A. Install slat inserts in vertical-pattern woven through fence fabric, unless shown otherwise on the Drawings.
- B. For a chain link fence with slats, install slats vertically in the mesh openings such that the slats fit snugly.

3.3 ERECTION TOLERANCES

- A. [Section 01 45 00 - Quality Control](#): Tolerances.
- B. Maximum Variation from Plumb: 1/4 inch.
- C. Maximum Offset from Indicated Position: 1 inch.

END OF SECTION 32 31 13

SECTION 33 41 13 - STORM DRAINAGE PIPING**PART 1 - GENERAL**

1.1 SUMMARY

- A. This Section includes all materials, equipment, and labor necessary to furnish and install all storm drainage piping, piping accessories, drainage structures, bedding and cover materials, concrete encasement and cradles, and all appurtenant work, complete and operable, including all connections as shown on the Drawings and as specified herein.
- B. Related Requirements:
1. [Section 03 30 00 - Utility Cast-in-Place Concrete](#)
 2. [Section 03 60 00 - Grouting](#)
 3. [Section 31 05 13 - Clearing & Grubbing, Excavation, and Earthwork](#)
 4. [Section 31 23 16 - Utility Trenching](#)
 5. [Section 33 01 30 - Testing for Sanitary Sewer, Storm Drainage – Piping and Manholes](#)
 6. [Section 33 05 13 - Manholes and Structures](#)
 7. [Section 33 05 26 - Utility Identification](#)

1.2 UNIT PRICE - MEASUREMENT AND PAYMENT

- A. [Section 01 29 00 - Payment Procedures](#): Contract Sum/Price modification procedures.
- B. Pipe and Fittings:
1. Basis of Measurement: Storm Drainage Piping shall be measured by linear foot of pipe installed, measured from edge of structure to edge of structure for various pipe materials and various sizes irrespective of the depth of pipes.
 2. Basis of Payment: The contract price paid per linear foot for Storm Drainage piping shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in furnishing and installing Storm Drainage Piping, complete in place including bends, elbows or other pipe fittings, saw cut, excavating to required elevations, all utility trenching work as specified in [Section 31 23 16 – Utility Trenching](#), removing excavated materials, dewatering, bedding, cradles, backfill and backfill material, pipe installation with warning tape, restoration and disposing of materials outside the Right-of-Way and connections to existing or new storm drainage mains and manholes.

1.3 REFERENCE STANDARDS

A. American Association of State Highway and Transportation Officials:

1. AASHTO M170 - Standard Specification for Reinforced Concrete Culvert, Storm Drain, and Sewer Pipe.
2. AASHTO M206 - Standard Specification for Reinforced Concrete Arch Culvert, Storm Drain, and Sewer Pipe.
3. AASHTO M207 - Standard Specification for Reinforced Concrete Elliptical Culvert, Storm Drain, and Sewer Pipe.
4. AASHTO M 252 - Standard Specification for Corrugated Polyethylene Drainage Pipe 3"-10".
5. AASHTO M 294 - Standard Specification for Corrugated Polyethylene Pipe, 12"-60".

B. ASTM International:

1. ASTM A123 - Standard Specification for Zinc (Hot-Dip Galvanized) Coatings on Iron and Steel Products.
2. ASTM C76 - Standard Specification for Reinforced Concrete Culvert, Storm Drain, and Sewer Pipe.
3. ASTM C443 - Standard Specification for Joints for Concrete Pipe and Manholes, Using Rubber Gaskets.
4. ASTM C506 - Standard Specification for Reinforced Concrete Arch Culvert, Storm Drain, and Sewer Pipe.
5. ASTM C969 - Standard Practice for Infiltration and Exfiltration Acceptance Testing of Installed Precast Concrete Pipe Sewer Lines.
6. ASTM C1103 - Standard Practice for Joint Acceptance Testing of Installed Precast Concrete Pipe Sewer Lines.
7. ASTM D698 - Standard Test Method for Laboratory Compaction Characteristics of Soil Using Standard Effort (12,400 ft-lbf/ft³ (600 kN-m/m³)).
8. ASTM D1557 - Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Modified Effort (56,000 ft-lbf/ft³ (2,700 kN-m/m³)).
9. ASTM D1784 – Standard Specification for Rigid Poly(Vinyl Chloride) (PVC) Compounds and Chlorinated Poly(Vinyl Chloride) (CPVC) Compounds.
10. ASTM D2321 - Standard Practice for Underground Installation of Thermoplastic Pipe for Sewers and Other Gravity-Flow Applications.
11. ASTM D2412 – Standard Test Method for Determination of External Loading Characteristics of Plastic Pipe by Parallel-Plate Loading.
12. ASTM D2564 - Standard Specification for Solvent Cements for Polyvinyl Chloride (PVC) Plastic Piping Systems.
13. ASTM D2855 - Standard Practice for Making Solvent-Cemented Joints with Poly(Vinyl Chloride) (PVC) Pipe and Fittings.

14. ASTM D3034 - Standard Specification for Type PSM Poly(Vinyl Chloride) (PVC) Sewer Pipe and Fittings.
15. ASTM D3212 – Standard Specification for Joints for Drain and Sewer Plastic Pipes Using Flexible Elastomeric Seals.
16. ASTM D 3350 - Standard Specification for Polyethylene Plastics Pipe and Fittings Materials
17. ASTM D6938 - Standard Test Method for In-Place Density and Water Content of Soil and Soil-Aggregate by Nuclear Methods (Shallow Depth).
18. ASTM F477 - Standard Specification for Elastomeric Seals (Gaskets) for Joining Plastic Pipe.
19. ASTM F679 – Standard Specification for Poly Vinyl Chloride (PVC) Large-Diameter Plastic Gravity Sewer Pipe and Fittings.
20. ASTM F2306 - Standard Specification for 12 to 60 in. Annular Corrugated Profile-Wall Polyethylene (PE) Pipe and Fittings for Gravity-Flow Storm Sewer and Subsurface Drainage Applications.
21. ASTM F2648 - Standard Specification for 2 to 60 in. Annular Corrugated Profile Wall Polyethylene (PE) Pipe and Fittings for Land Drainage Applications

1.4 SUBMITTALS

- A. [Section 01 33 00 - Submittal Procedures](#): Requirements for submittals.
- B. Product Data: Submit data indicating pipe, pipe accessories and gaskets
- C. Manufacturer's Certificate: Certify that products meet or exceed specified requirements.
- D. Manufacturer Instructions: Submit detailed instructions on installation requirements, including storage and handling procedures.

1.5 CLOSEOUT SUBMITTALS

- A. [Section 01 78 00 - Closeout Submittals](#): Requirements for submittals.
- B. Project Record Documents: Record actual locations of pipe installed and top of pipe elevations and invert of pipe at all structures.
- C. Identify and describe unexpected variations to subsoil conditions or discovery of uncharted utilities.
- D. As-built drawings shall be provided as part of the closeout submittals.

1.6 QUALITY ASSURANCE

- A. Perform Work according to City Standard Specification.
- B. Maintain one (1) copy of each standard affecting Work of this Section on Site.

1.7 QUALIFICATIONS

- A. Manufacturer: Company specializing in manufacturing products specified in this Section with minimum three (3) years of documented experience.
- B. Installer: Company specializing in performing Work of this Section with minimum three (3) years of documented experience and approved by the Manufacturer.

1.8 DELIVERY, STORAGE, AND HANDLING

- A. [Section 01 60 00 - Product Requirements](#): Requirements for transporting, handling, storing, and protecting products.
- B. Inspection: Accept materials on Site in manufacturer's original packaging and inspect for damage. It is the responsibility of the Contractor to check quantities and note any missing or damaged items.
- C. Storage:
 - 1. Store materials according to manufacturer instructions.
 - 2. Block individual and stockpiled pipe lengths to prevent moving.
 - 3. Stack it on reasonably level ground.
 - 4. Do not place pipe or pipe materials on private property or in areas obstructing pedestrian or vehicle traffic.
 - 5. Do not place pipe flat on ground; cradle to prevent point stress.
 - 6. Don't stack the pipes next to heat sources such as boilers, steam lines, electrical equipment or engine exhausts.
 - 7. Gaskets should also be protected from heat, oil and grease.
- D. Protection:
 - 1. Keep UV-sensitive materials out of direct sunlight.
 - 2. Provide additional protection according to manufacturer instructions.

PART 2 - PRODUCTS

2.1 STORM DRAINAGE PIPING

- A. Reinforced Concrete Piping:

1. Pipe:
 - a. Comply with ASTM C76, AASHTO M170, ASTM C506, AASHTO M206, AASHTO M207, Class III or Class V, with Wall Type "B" or Wall "C" as specified in ASTM C76, however Wall "A" will not be allowed.
 - b. The minimum allowable class of RCP shall be class III for pipe cover from three (3) feet to fifteen (15) feet defined as the distance from the inside top of pipe to the top of finished grade. RCP pipe cover less than three (3) feet from finished grade shall be Class V. Pipe covers more than fifteen (15) feet deep shall require structural loading calculations.
 - c. Reinforcement: Circular reinforcing bars.
 - d. Inside Nominal Diameter: 12 inches through 144 inches
 - e. Ends: Bell and spigot.
 2. Fittings: Reinforced concrete.
 3. Joints:
 - a. Comply with ASTM C443.
 - b. Gaskets: O-Ring Rubber compression gaskets retained in a groove on the spigot end.
 4. Manufacturers:
 - a. Oldcastle Precast
 - b. Jensen Precast
 - c. Cook Concrete Products, Inc.
 - d. Or approved equal.
- B. Plastic Piping:
1. Pipe:
 - a. Material: PVC.
 - b. Comply with ASTM D3034, ASTM F79 - SDR 35 (Pipe Stiffness of 46psi) and SDR 26 (Pipe Stiffness of 115 psi)
 - c. PVC SDR-35 pipe shall be used for perforated pipes only.
 - d. The perforations shall be two rows of 1/2" diameter holes or openings at the bottom of the pipe 120° apart and five (5) inches on center.
 - e. Color: Green
 - f. Inside Nominal Diameter: Four (4) inches through Fifteen (15) inches per ASTM D3034 and Eighteen (18) inches through Forty-eight (48) inches per ASTM F679.
 - g. Style: Bell and spigot with rubber-ring sealed gasket joint.
 2. Fittings: PVC.
 3. Joints:
 - a. Comply with ASTM F477.

- b. Gaskets: Elastomeric.
- 4. Manufacturers:
 - a. JM Eagle
 - b. North American Pipe Corporation
 - c. Or approved equal
- C. Corrugated High Density Polyethylene Pipe (CHDPE):
 - 1. Pipe & Fittings:
 - a. Material: Corrugated PVC pipe with smooth interior must be manufactured from PVC virgin compounds, except clean, reworked, recycled PVC materials generated from the manufacturer’s pipe or fitting fabrication may be reused.
 - b. Corrugated PVC pipe and fabricated fittings shall be manufactured using High Density Polyethylene (HDPE) as defined and described in ASTM D3350 meeting the minimum requirements of cell classification of
 - 1) 424420C for 4”-10” pipe diameters and
 - 2) 435400C for 12”-60” pipe diameters, except the carbon black content should not exceed 4%.
 - c. Size:
 - 1) 4-inch through 10-inch: Comply with AASHTO M252, Type S and ASTM F2648
 - 2) 12-inch through 60-inch: Comply with AASHTO M294, Type S; ASTM F2306 and ASTM F2648
 - d. Manning’s n value: 0.012
 - e. Minimum pipe stiffness when tested under ASTM D2412 shall conform to the following Table:

Nominal ID (inches)	Min. Pipe Stiffness at 5% Deflection (psi)
4	50
6	50
8	50
10	50
12	50
15	42
18	40
24	34
30	28
36	22
42	20
48	18
60	14

- f. Minimum Pipe cover: 24-inches to finish grade.
- g. Color: Black
- h. Style: Watertight Bell and spigot with rubber-ring sealed gasket joint meeting AASHTO M252, M294 or ASTM F2306. The integral joints shall be watertight according to ASTM D3212.
- i. Joints: Joint shall provide a minimum pull-apart strength of 400lbs. The bell shall be an integral part of the pipe. Joints shall remain silt-tight when subjected to a 1.5° axial misalignment.
- j. Elastomeric gaskets must comply with ASTM F477. Install joints so that the elastomeric gasket will be compressed radially between the pipe bell and spigot to form a tight seal when assembled.
- k. Wyes, tees, reducers, elbows, coupling, laterals, and other fittings must be molded or fabricated meeting the requirements of AASHTO M252, M294 or ASTM F2306.
- l. Lubricant shall be applied to the bell and gasket during installation and must comply with pipe manufacturer's instructions.

2. Manufacturers:

- a. N-12[®] WT as manufactured by Advanced Drainage Systems, Inc.
- b. Prinsco Goldflo WT[®] Pipe
- c. Hancor, Inc. – Blue Seal[®] WT IB pipe
- d. Contech Eagle Corr PE[™] (Dual Wall)
- e. Or approved equal

2.2 DRAINAGE STRUCTURES

- A. Description: As specified in [Section 33 05 13 - Manholes and Structures](#).

2.3 CONCRETE ENCASEMENT AND CRADLES

A. Concrete:

- 1. Description: Reinforced concrete, as specified in [Section 03 30 00 – Utility Cast-in-Place Concrete](#).
- 2. Compressive Strength: 4,000 psi at 28 days, reinforced concrete, air-entrained rough-troweled finish.

- B. Reinforcement: As specified in [Section 03 30 00 - Utility Cast-in-Place Concrete](#).

2.4 MATERIALS

- A. Bedding and Backfill:

1. Bedding & Backfill: Bedding and Backfill shall be as specified in [Section 31 23 16 - Utility Trenching](#)

2.5 MIXES

- A. Grout: As specified in [Section 03 60 00 – Grouting](#)
- B. Concrete Encasements and Cradles:
 1. Class A concrete, as specified in [Section 03 30 00 – Utility Cast-in-Place Concrete](#).

2.6 ACCESSORIES

- A. Pipe Support Brackets: Galvanized structural steel coated with bituminous paint.
- B. Pipe Markers: As specified in [Section 33 05 26 - Utility Identification](#).
- C. Drainage Structures:
 1. Catch Basins, Inlets, Manholes and other Drainage Structures: As specified in [Section 33 05 13 - Manholes and Structures](#).

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Verify that trench cut is ready to receive Work.
- B. Verify that excavations, dimensions, and elevations are as indicated on drawings.

3.2 PREPARATION

- A. [Section 01 70 00 - Execution](#): Requirements for installation preparation.
- B. Remove large stones and other hard matter that could damage piping or impede consistent backfilling or compaction.
- C. Protect and support existing sewer lines, utilities, and appurtenances.
- D. Utilities:
 1. Maintain profiles of utilities.
 2. Coordinate with other utilities to eliminate interference.
 3. Notify Project Manager if crossing conflicts occur.

3.3 INSTALLATION

A. Excavation and Bedding:

1. Excavate pipe trench and providing sheeting and shoring as specified in [Section 31 23 16 – Utility Trenching](#).
2. Hand trim excavation for accurate placement of piping to indicated elevations.
3. Dewater excavations to maintain dry conditions to preserve final grades at bottom of excavation.
4. Level materials, maintaining optimum moisture content of bedding material, compacting subgrade shall conform to [Section 31 23 16 – Utility Trenching](#).
5. Cradle bottom 20 percent of diameter to avoid point load.

B. Piping:

1. Install pipe, fittings, and accessories according to ASTM D2321.
2. Install pipes in prepared trenches starting at the lowest point, with the spigot ends pointing in the direction of flow.
3. Seal joints watertight.
4. Place pipe on bedding meeting bedding requirements as specified in [Section 31 23 16 – Utility Trenching](#).
5. Unless otherwise required, all pipe shall be laid straight between the changes in alignment and at uniform grade between changes in grade.
6. The rubber gasket joint shall be made by properly lubricating the rubber gasket with a suitable vegetable compound soap before it is placed in the groove at the spigot end. The gasket shall be stretched over the spigot end of the pipe and carefully seated in the groove, with care taken to equalize the stress in the gasket around the circumference of the joint. The gasket shall not be twisted, rolled, cut, crimped, or otherwise injured or forced out of position during the closure of the joint. A feeler gauge shall be used to check the position of the rubber gasket after the joint has been assembled. Where a joint placement is found to be improper, the tested pipe section shall be removed, the gasket checked for damage, a new gasket installed, if necessary, the pipe re-laid and the gasket placement rechecked.
7. Pointing and bonding mortar at pipe connections to structures shall be plastic and of such consistency that it will readily adhere to the pipe and structure.
8. Install backfill at sides and over top of pipe
9. Compact to percent maximum density as specified in [Section 31 23 16 – Utility Trenching](#).
10. Install water stop at all pipe entry into structures.
11. Backfilling and Compaction:
 - a. As specified in [Section 31 23 16 – Utility Trenching](#).
 - b. Do not displace or damage pipe while compacting.

12. Pipe Markers: As specified in [Section 33 05 26 - Utility Identification](#).

C. Drainage Structures:

1. Catch Basins, Inlets, Manholes, and Other Drainage Structures: As specified in [Section 33 05 13 - Manholes and Structures](#).

3.4 TOLERANCES

A. [Section 01 45 00 - Quality Control](#): Requirements for tolerances.

B. Maximum Variation from indicated Pipe Slope: 1/8 inch in 10 feet.

3.5 FIELD QUALITY CONTROL

A. [Section 01 45 00 - Quality Control](#): Requirements for testing, adjusting, and balancing.

B. Request inspection by Project Manager prior to backfill in pipe zone and immediately after placing aggregate base over pipe in the pipe zone.

C. Testing:

1. If tests indicate that Work does not meet specified requirements, remove Work, replace, and retest.

2. Compaction Tests:

a. Comply with ASTM D1557, ASTM D698, AASHTO T180, and ASTM D6938.

3. Low-Pressure Air Test:

a. As specified in [Section 33 01 30 – Testing for Sanitary Sewer, Storm Drainage - Piping and Manholes](#).

4. Deflection Tests and CCTV Inspections:

a. As specified in [Section 33 01 30 – Testing for Sanitary Sewer, Storm Drainage - Piping and Manholes](#)

3.6 PROTECTION

A. [Section 01 77 00 - Closeout Requirements](#): Requirements for protecting finished Work.

B. Protect pipe and aggregate base from damage or displacement until backfilling operation is in progress.

END OF SECTION 33 41 13

Appendix A

Resolution 93-8022

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Establishing Voluntary Guidelines to)
Encourage Bidders on Public Works)
Projects to Increase the Utilization and)
Hiring of Local Contractors, Local) Res. No. 93-8022
Businesses and Members of the City's)
Minority Community)
_____)

The City Council of the City of Pittsburg DOES RESOLVE as follows:

A. The Council desires to take steps to encourage contractors on public works projects in the City to increase the utilization and hiring of local contractors, local businesses and members of the City's minority community.

B. Both historically and presently, the City has been home to a large and diverse population, including many members of minority communities. The City wishes to increase employment and business opportunities for members of the City's minority communities.

C. Many of the City's public works contracts are awarded to businesses which are not located in the City. The increased employment of City residents on projects located within the City would help to reduce traffic congestion and noise and air quality impacts.

D. Other Bay Area cities have adopted various programs or policies which are designed to heighten awareness and employment of minorities, local residents and local businesses. The adoption of a mandatory program which requires the employment of a fixed percentage of minorities, local residents and local businesses would require further study and must be supported by appropriate evidence. Additionally, findings would be required that either non-residents are a substantial cause of social and economic problems (e.g., unemployment, crime, homelessness, poverty) facing City residents or that the City itself has created disadvantages (e.g., higher business taxes, more stringent land use requirements) which have caused local businesses to suffer.

E. Rather than wait for studies to be completed and for statistical information from various governmental agencies to be compiled, the Council desires to take immediate action that will increase awareness and utilization of, and encourage employment opportunities for minorities, local residents, local businesses and suppliers within the City.

NOW, THEREFORE, the Council resolves:

Section 1. Minority Employment Guidelines

A. The Council declares that it is the policy of the City to increase awareness of the City's minority population and to encourage the employment of members of the City's minority communities.

B. Each bidder who is awarded a public works contract by the City is encouraged to use its best efforts to recruit minority candidates for employment positions. Each bidder is encouraged to employ and endeavor to maintain a minority work force of at least 20% on a craft-by-craft basis.

Section 2. Local Resident Employment Guidelines

A. The Council declares that it is the policy of the City to encourage employment of local residents.

B. Each bidder who is awarded a public works contract by the Council is encouraged to use its best efforts to recruit City residents for employment positions. Each bidder is encouraged to employ and endeavor to maintain a local City resident work force of at least 50% on a craft-by-craft basis.

Section 3. Local Business Guidelines

A. The Council declares that it is the policy of the City to promote growth and economic development for the City's local businesses and suppliers.

B. Each bidder who is awarded a public works contract by the Council is encouraged to use its best efforts to utilize local businesses and suppliers in connection with the contract. Each bidder is encouraged to allocate at least 20% of the dollar amount of the contract to the utilization of local businesses, such as in the purchase of services and supplies.

Section 4. Voluntary Program; Prohibition

A. This program is voluntary in nature and is not intended to supersede or conflict with any applicable State or Federal regulations nor any State or Federal laws pertaining to the funding of a public works project.

B. A copy of this resolution shall be provided as part of the contract documents to each bidder on a public works project conducted by the City. No City official or employee shall take

compliance with this resolution into account when making any decision concerning the letting or administration of a public works contract in the City.

Section 5. Monitoring and Reporting

Each bidder who is awarded a public works contract by the City is required to submit to the City a summary by percentages and/or dollar amount of minority, local resident, local business and local supplier participation in the contract. In its summary, each bidder is required to describe what actions, activities and efforts it used in meeting or attempting to meet the guidelines of this program and also any significant problems or difficulties it encountered in achieving the guidelines set forth above. Staff shall report findings concerning voluntary compliance with this resolution each six months. A copy of this resolution shall be integrated into or included with bid packets published by the City.

Section 6. Effective Date

This resolution shall take effect immediately upon its adoption.

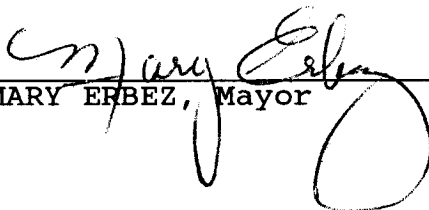
Passed and adopted on the 6th day of December, 1993, by the following vote:

AYES: Councilmembers Canciamilla, Davis, Lewis, Quesada and Mayor Erbez

NAYS: None

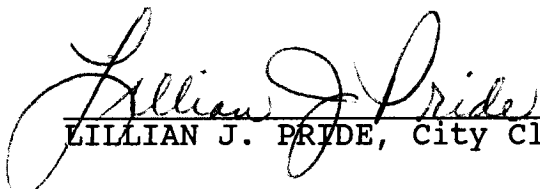
ABSTAINED: None

ABSENT: None



MARY ERBEZ, Mayor

Attest:



LILLIAN J. PRIDE, City Clerk

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MICHAEL R. WOODS
SAMUEL T. CRUMP
LAURA J. ANDERSON


LAW OFFICES
MICHAEL R. WOODS
A PROFESSIONAL CORPORATION
18100 CARRIGER ROAD
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(707) 996-1776

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(707) 935-0523

November 24, 1993

MEMORANDUM

TO: Mayor and Councilmembers
Chair and Board of Directors, Redevelopment Agency

FROM: Michael R. Woods, City Attorney
Laura J. Anderson 

RE: Local Employment Program

This memorandum is in response to the Council's request for information on a local contractor and minority preference program on public works contracts. Additionally, Councilman Canciamilla recently requested a resolution for Council consideration establishing a voluntary program which encourages the hiring of minorities, local residents and local small businesses in public works contracts.

A. Requirements for a Mandatory Preference Program

Before the City (or Agency) could adopt a mandatory program giving preference to local residents or local businesses in public works contracts, the Council would have to make at least one of the following findings:

- (1) non-residents are a "substantial cause" of social and economic problems (e.g. unemployment, crime, homelessness, poverty) facing city residents; or
- (2) the City has itself created disadvantages (e.g. higher business taxes, more stringent land use requirements) which cause local businesses to suffer.

The Council's findings would have to be based on substantial evidence such as statistical information, departmental studies, and testimony of city residents. The program adopted would have to be consistent with the findings, and the findings would have to be supported by appropriate evidence in the record of the Council's action. The program would have to be reasonable in light of the findings and evidence and could not favor local residents at the expense of non-residents in a way that would be disproportionate when considered against the findings and evidence.

Mayor and Councilmembers
Chair and Board of Directors
November 24, 1993
Page 2

If a mandatory program were adopted without the required findings or adequate supporting evidence, a non-resident could challenge the local preference program in court as a violation of his or her constitutional rights.

If the Council wishes to entertain a mandatory program, we suggest you direct staff to conduct a study and gather evidence concerning the findings that would have to be made, and return to the Council with a proposed program.

B. Proposed Resolution on Voluntary Program

The Council may adopt a voluntary contractor preference program without making the findings described above. The program must be truly voluntary, however; the City would not make any decision to grant a contract to a particular contractor based upon compliance with the program.

Enclosed for your consideration is a proposed resolution which recognizes increased employment of City residents and increased opportunities for local businesses are desirable for the City. The resolution encourages bidders on public works contracts to hire members of the minority community, local residents and local businesses. The guidelines set forth below are a suggestion only. The Council may wish to adjust the percentages to encourage maximum participation in the program.

The resolution will state the Council's policy that bidders promote employment opportunities for minorities, local residents and small local businesses, as follows:

(1) Minority Employment Guidelines. A bidder who is awarded a public works contract is encouraged to employ and maintain a minority work force of 20% on a craft-by-craft basis.

(2) Local Resident Employment Guidelines. A bidder who is awarded a public works contract is encouraged to employ and maintain a local resident work force of 50% on a craft-by-craft basis.

(3) Local Business Guidelines. A bidder who is awarded a public works contract is encouraged to award 20% of the total dollar amount of the contract to local small businesses through subcontracts.

If the Council wishes to adopt this voluntary program, it may do so by adopting the enclosed resolution, which would take effect immediately unless otherwise specified.

Mayor and Councilmembers
Chair and Board of Directors
November 24, 1993
Page 3

Please feel free to call if you have any questions or comments.

MRW:LJA:lr

Enclosure

cc: S. Anthony Donato, City Manager
Lillian J. Pride, Assistant City Manager/City Clerk
Nasser Shirazi, Community Development Director

pitts/general/mconpref/c.nl.100

BEFORE THE REDEVELOPMENT AGENCY OF THE CITY OF PITTSBURG

In the Matter of:

Establishing Voluntary Guidelines to)
Encourage Bidders on Public Works)
Projects to Increase the Utilization and)
Hiring of Local Contractors, Local) Res. No. 93-442
Businesses and Members of the City's)
Minority Community)
_____)

The Redevelopment Agency of the City of Pittsburg DOES RESOLVE as follows:

A. The Agency desires to take steps to encourage contractors on public works projects in the City to increase the utilization and hiring of local contractors, local businesses and members of the City's minority community.

B. Both historically and presently, the City has been home to a large and diverse population, including many members of minority communities. The City wishes to increase employment and business opportunities for members of the City's minority communities.

C. Many of the Agency's public works contracts are awarded to businesses which are not located in the City. The increased employment of City residents on projects located within the City would help to reduce traffic congestion and noise and air quality impacts.

D. Other Bay Area cities have adopted various programs or policies which are designed to heighten awareness and employment of minorities, local residents and local businesses. The adoption of a mandatory program which requires the employment of a fixed percentage of minorities, local residents and local businesses would require further study and must be supported by appropriate evidence. Additionally, findings would be required that either non-residents are a substantial cause of social and economic problems (e.g., unemployment, crime, homelessness, poverty) facing City residents or that the City itself has created disadvantages (e.g., higher business taxes, more stringent land use requirements) which have caused local businesses to suffer.

E. Rather than wait for studies to be completed and for statistical information from various governmental agencies to be compiled, the Agency desires to take immediate action that will increase awareness and utilization of, and encourage employment opportunities for minorities, local residents, local businesses and suppliers within the City.

NOW, THEREFORE, the Agency resolves:

Section 1. Minority Employment Guidelines

A. The Agency declares that it is the policy of the Agency to increase awareness of the City's minority population and to encourage the employment of members of the City's minority communities.

B. Each bidder who is awarded a public works contract by the Agency is encouraged to use its best efforts to recruit minority candidates for employment positions. Each bidder is encouraged to employ and endeavor to maintain a minority work force of at least 20% on a craft-by-craft basis.

Section 2. Local Resident Employment Guidelines

A. The Agency declares that it is the policy of the Agency to encourage employment of local residents.

B. Each bidder who is awarded a public works contract by the Agency is encouraged to use its best efforts to recruit City residents for employment positions. Each bidder is encouraged to employ and endeavor to maintain a local City resident work force of at least 50% on a craft-by-craft basis.

Section 3. Local Business Guidelines

A. The Agency declares that it is the policy of the Agency to promote growth and economic development for the City's local businesses and suppliers.

B. Each bidder who is awarded a public works contract by the Agency is encouraged to use its best efforts to utilize local businesses and suppliers in connection with the contract. Each bidder is encouraged to allocate at least 20% of the dollar amount of the contract to the utilization of local businesses, such as in the purchase of services and supplies.

Section 4. Voluntary Program; Prohibition

A. This program is voluntary in nature and is not intended to supersede or conflict with any applicable State or Federal regulations nor any State or Federal laws pertaining to the funding of a public works project.

B. A copy of this resolution shall be provided as part of the contract documents to each bidder on a public works project conducted by the Agency. No City official or employee shall take

compliance with this resolution into account when making any decision concerning the letting or administration of a public works contract by the Agency.

Section 5. Monitoring and Reporting

Each bidder who is awarded a public works contract by the Agency is required to submit to the Agency a summary by percentages and/or dollar amount of minority, local resident, local businesses and local supplier participation in the contract. In its summary, each bidder is required to describe what actions, activities and efforts it used in meeting or attempting to meet the guidelines of this program and also any significant problems or difficulties it encountered in achieving the guidelines set forth above. Staff shall report findings concerning voluntary compliance with this resolution each six months. A copy of this resolution shall be integrated into or included with bid packets published by the Agency.

Section 6. Effective Date

This resolution shall take effect immediately upon its adoption.

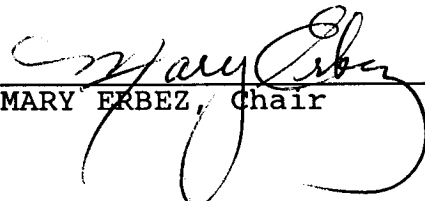
Passed and adopted on the 6th day of December, 1993, by the following vote:

AYES: Members Canciamilla, Davis, Lewis, Quesada & Chair Erbez.

NAYS: None.

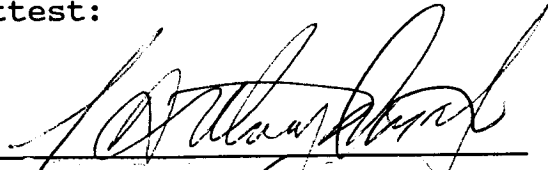
ABSTAINED: None.

ABSENT: None.



MARY ERBEZ, Chair

Attest:



S. Anthony Donato, Executive Director

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Appendix B

Temporary Traffic Control Plan Checklist

TEMPORARY TRAFFIC CONTROL PLAN (TTCP) CHECKLIST

No traffic control may be implemented on City streets without City approval.

This checklist is provided to assist developers, contractors, and special event applicants in developing acceptable Temporary Traffic Control Plans (TTCP's) for encroachments onto the City right-of-way. Please refer to the California Manual of Uniform Traffic Control Devices (MUTCD), Part 6: Temporary Traffic Control, for basic information on preparing TTCP's and typical TTCP examples (www.dot.ca.gov/hq/traffops/signtech/mutcdsupp/ca_mutcd.htm).

Contractor/Applicant is responsible for inspecting any approved traffic detour routes to insure adequate horizontal and vertical clearances are maintained from obstructions (e.g., poles and overhanging tree limbs).

Lane Closures

- Except for emergencies or unless otherwise specified:
 - No lane closures will be allowed on weekdays from **6:00 AM to 8:30 AM**, or from **3:30 PM to 6:00 PM**.
 - Two or more lane closures and lane closures with reversible control will not be allowed on weekdays before **9:00 AM**, or after **3:00 PM**.
- The lane closure(s) must be limited in duration and area as practicable. Times and dates of closure must be stated on the approved TTCP.

Road Closures

- Full road closures must be approved by the City Engineer and may only be used when no other types of temporary traffic control are feasible for the work involved.
- Detour routes and notification plans must be submitted to City at least two weeks in advance.
- The road closure(s) must be limited in duration and area as practicable. Times and dates of closure must be stated on the approved TTCP.

Construction Activity (may not apply to Special Event Permits)

- Show the exact location of the work zone and how it is to be protected (e.g., cones, barricades, k-rail) during construction.
- Show construction schedule, work hours, and all times TTCP will be in effect.
- Include details on construction activity and equipment being used within street right-of-way. Specify how the work area will be protected at night (e.g., trench plates).
- If work is to be done in phases, submit separate TTCP's for each phase of work.
- All detour signs must be removed or covered when detour is not in effect.

Traffic Control Devices

- All traffic control signs and devices shown on the TTCP must include any applicable MUTCD sign number, dimension and description.

- A Flashing Arrow Sign/Board (FAS) ***must*** be used for ***all*** lane closures on the following streets. (Include size, panel display and exact location on the TTCP).
 - Railroad Avenue/Kirker Pass Road
 - Bailey Road
 - Somersville Road
 - Loveridge Road
 - West/East Leland Road
 - Buchanan Road
 - Power Avenue
 - Harbor Street
 - North Parkside Drive
 - Willow Pass Road
 - Pittsburg-Antioch Highway
 - California Avenue
 - Century Boulevard
 - West/East Tenth Street
- Show locations of all flaggers, channelizing devices, warning lights, flag trees, and portable barriers on the TTCP. All devices must comply with California MUTCD.
- Flaggers must have formal training in proper flagging operations.

Traffic Signal Operation and Equipment

- Include location of all traffic signals and traffic signal detection devices within the traffic control area.
- If special signal timing is required in the TTCP, specify **all** changes and their effects. This includes changing signal operations to flashing red, recall or fixed time.

Pedestrian/Bicycle Safety

- Pedestrians and bicyclists must have a safe route to walk/ride through and/or around the work area.
- Show all pedestrian/bicycle entries, detours, paths and exits on the TTCP.
- Clearly show description and location of all traffic control devices, including fences and barricades, within the pedestrian's/bicyclists safe route to walk/ride on the TTCP.

Parking Restrictions

- City approved parking restrictions must be clearly posted a minimum of 48 hours before work begins. Their implementation will be at the expense of the contractor/developer.
- All legal parking areas must be maintained. Access to legally parked vehicles' doors and storage areas must also be maintained.
- Parking restrictions must be limited in time as practicable. Restrictions may only be used when there are no other types of traffic control feasible for the work involved, or when parking demand can be reasonably accommodated.

Please contact the Traffic Engineering Division at (925) 252-4930 for any questions related to TTCP's, including closures, detours, traffic signal operations, and temporary parking restrictions.

Please allow five (5) working days for the City to review the TTCP. Once the TTCP is approved it must be available for inspection on-site at all times. City may require field changes to the TTCP to maintain public safety.

Appendix C

Construction Water Permit-Fire Hydrant Meter



Construction Water Permit Fire Hydrant Water Meter

Fire Hydrant Meter #: _____ Date Issued: _____

Applicant/Company: _____ Tax ID: _____

Billing Address: _____ City/State/Zip: _____

Job Site: _____ Business License #: _____

Cell/Job Site Phone: _____ Office Phone: _____

Email Address: _____ Fax #: _____

Applicant Signature: _____ Print Name: _____

Meter Initial Reading: _____ Ccf Read by: _____
(Print Name)

Condition Upon Issuance: _____

Inspected By: _____

Date Returned: _____ Returned Reading: _____ Ccf

Condition Upon Return: _____

Inspected By: _____

Fire Hydrant Fees

(Resolution 17-13400)

	08/01/2022	01/01/2024	1/1/2025	1/1/2025	01/01/2027
Monthly Fixed Charge	\$330.00	\$340.00	\$360.00	\$380.00	\$485.00
Usage Charge	\$ 5.62 per CCF (748 gallons)	\$ 5.90 per CCF (748 gallons)	\$6.19 per CCF (748 gallons)	\$6.50 per CCF (748 gallons)	\$6.83 per CCF (748 gallons)
Deposit for Meter	\$ 1,200.00	(Refundable)			
Application Fee	\$ 35.00	(Non-refundable)			
Total Deposit	\$ 1,235.00				

Construction Water Permit Fire Hydrant Water Meter

All water to be used for construction purposes and drawn from a fire hydrant **MUST** be metered.

Picking Up a Hydrant Meter

1. Obtain a Construction Water Permit – Hydrant Meter Form from Pittsburg Water on the first floor of City Hall, 65 Civic Avenue.
2. Submit this completed form and pay fees according to the table .

Contractor Responsibilities:

1. All water to be used for construction purposes and drawn from a fire hydrant **MUST** be metered.
2. Contractor/Applicant **is responsible** to pay monthly fixed charges and a water usage charge which will be billed once a month, and after the meter is returned to Pittsburg Water. If account becomes delinquent, Public Works may request hydrant meter to be returned until account has been paid current.
3. The contractor/Applicant **is responsible** for reporting meter readings to Pittsburg Water during the **third week of every month**. **This form** and a **picture of the register** will need to be emailed to hydrants@pittsburgca.gov. If a meter reading is not provided by the **25th of each month**, a **\$37.00** verification meter reading fee will be charged to reimburse the city for the cost
4. The contractor **is responsible** to bring the hydrant meter to the Public Works Corporation Yard to have it officially read and tested every six months At this time, the condition of the meter will be checked, to determine if repairs are needed.
5. Contractor/Applicant **is responsible** for any and all damage to the meter and is required to keep the meter and register clean and free of obstructions which may affect the operation of the meter while issued to them.
6. Meters shall not be moved to another job site or taken outside city limits. Meters must be accessible to Public Works at all times.
7. Lost, stolen or severely damaged hydrant meters may result in the loss of deposit and/or additional charges to the applicant.
8. At any point Public Works could require the meter to be tested for accuracy.

PLEASE KEEP METERS INSIDE VEHICLES WHEN NOT IN USE. IF REGISTER ROLLS BACKWARDS EXTRA FEES MAY APPLY.

By signing below, I have read and understand all the rules and regulations regarding my hydrant meter.

Signature: _____

Date: _____

Appendix D

Construction and Demolition Debris Waste Management Plan (WMP)



CITY OF PITTSBURG
 65 Civic Avenue
 Pittsburg, CA 94565

CONSTRUCTION AND DEMOLITION DEBRIS WASTE MANAGEMENT PLAN (WMP)

For City Use Only

Project No. _____

Date _____ Fee \$ _____

Approved WMP

Approved Infeasibility Exemption

The City of Pittsburg C&D Recycling and Waste Management requirement states that at least 65% diversion of job-site waste materials from the landfill. In order to process the application request, the following form must be completed, signed and submitted with an application fee.

- WMP Application Approval Request WMP Infeasibility Exemption Request

Property Owner Name/Ph.# _____

Job-site Address: _____

Contractor/Project Manager: _____

Address: _____

Phone Number: _____

Cellular Phone Number: _____

Fax Number: _____

Property Owner's Signature / Date

1. Briefly state how materials will be sorted for recycling and/or salvage on the job site. *See Waste Assessment Table on back page. Attach additional pages if necessary. *If no materials are targeted for recycling or salvage, please state why.*

2. Will this project require the use of sub-contractors? Yes No If yes, briefly state how you plan to inform and ensure participation by the sub-contractors of your job-site recycling and waste management responsibility.

WASTE ASSESSMENT TABLE

- I. BEFORE START OF PROJECT: Identify the type of materials to be recycled, salvaged or disposed from the job-site in **Section I** of the Waste Assessment table. Identify the handling procedure, hauler and/or destination of each material type.
- II. UPON COMPLETION OF PROJECT: **Section II** is to be filled out with supporting documentation upon completion of project. Indicate the material **types and quantities** recycled, salvaged or disposed from this job-site. Official weight tags must be submitted with this completed report identifying 1) job site address, 2) weight of load(s), 3) material type(s) and 4) if materials were recycled, salvaged or disposed.

Material Type ↓	Section I Identify materials (✓)			Handling procedure, hauler or final destination of materials* (See #1)	Section II Quantity of each material (lbs)			City Use Only Acceptable weight tag(s) (staff initials)
	Recycle	Salvage	Landfill		Recycled	Salvaged	Landfilled	
Asphalt & Concrete								
Brick, Tile								
Building materials-doors, windows, fixtures, cabinets								
Cardboard								
Dirt/Clean Fill								
Drywall								
Carpet padding/ Foam								
Plate/window Glass								
Scrap Metals (steel, aluminum, brass, copper, etc.)								
Unpainted Wood & Pallets								
Yard Trimmings (brush, trees, stumps, etc.)								
Other: (Hazardous Materials)								
Garbage								
TOTALS								% Recycled

FOR CITY USE ONLY – PROJECT COMPLETION (version 06-19)

- Full Compliance
 Good Faith Effort to Comply
 Non-Compliance

 Staff Signature / Date